



EXECUTIVE COMMITTEE AGENDA

**MONDAY, APRIL 29, 2024
4:30 p.m.**

**CVAG Conference Room
73-710 Fred Waring Drive, Suite 104
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**

**County of Riverside – District 5 Office
14375 Nason St, Ste 207
Moreno Valley, CA 92555**

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/88418852424?pwd=RFgramp3d3F3OHprODhDN0dQRzBaUT09>

Dial In: +1 669 900 9128 US

Webinar ID: 884 1885 2424

Password: 976760

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 Minutes of the February 26, 2024 Executive Committee Meeting**

P7

B. **Authorize the Executive Director, in consultation with the CVAG Chair, to execute the contracts necessary to host an in-person dinner event for the 2024 CVAG General Assembly**

P13

C. **Adopt Updated CVAG Policy No. 21-04 Procurement Policy & Procedures**

P14

D. **Authorize the Executive Director to execute a services contract with Veralink Corporation for managed information technology services for a total amount not-to-exceed \$80,080 through June 30, 2025, with an option to extend for two one-year terms**

P34

E. **Authorize the Executive Director to execute Amendment No. 3 with the Politico Group at a cost of \$6,000 each month, plus pre-approved travel costs, through October 2026 for state lobbying services**

P99

F. **Authorize the Executive Director to execute Amendment No. 3 to the Professional Services Agreement with Hoy Civil Engineering, increasing the annual amount by \$47,952, incorporating annual increases to adjust for**

P102

inflation and extending the contract through December 2027

- G. **Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2022/2023** P109
- H. **Adopt a 3.6-percent increase in Transportation Uniform Mitigation Fee (TUMF) rates to take effect January 1, 2025, and update the TUMF Handbook to reflect the revised fee upon its effective date** P142
- I. **Authorize the Executive Director to commit regional transportation funding to CVAG's non-infrastructure grant application to maximize leveraging points in the application for Cycle 7 of the state's Active Transportation Program, with the condition that actual expenditure of funds would be dependent on securing the grant funding** P145
- J. **Approve Amendment Six to the AB 2766 Memorandum of Understanding between CVAG and the member jurisdictions to maintain the contributions at 75% for the Regional PM 10 Street Sweeping Program, through June 30, 2026** P148
- K. **Authorize the Executive Director to take any necessary steps for CVAG to submit grant applications to the Governor's Office of Planning & Research's Integrated Climate Adaptation Resiliency Program, including letters of commitment and agreements between partnering agencies** P151
- L. **Resolution Pursuant to Government Code Section 54221 declaring that certain real property located east of Bob Hope Drive & South of Ramon Road (APN: 658-010-010) is Exempt Surplus Land and Finding that such declaration is not a Project subject to Environmental Review under the California Environmental Quality Act.** P153

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

8. **DISCUSSION / ACTION**

- A. **Presentation: CV Sync and the before/after comparison of regional signal synchronization improvements** – Kristopher Gunterson
- B. **Regional Pavement Management Program** – Jonathan Hoy P158
Recommendation: Direct the Executive Director to update the 2011 Pavement Management Analysis Report and return with policy recommendations for a Regional Pavement Management Program for CVAG's Regional Arterial Roadway Network
- C. **Next Steps for the Arts and Music Line Project** – Randy Bowman P162
Recommendation: Authorize the Executive Director to take the following actions for the Arts & Music Line project:

1. Execute Amendment No. 3 to the agreement with Albert A. Webb Associates to extend the term to December 31, 2025, for an additional not-to-exceed amount of

- \$2,234,565; and authorize the Executive Director and/or Legal Counsel to make clarifying changes/revisions before execution; and
2. Negotiate and execute amendments to existing reimbursement agreements with the Cities of Coachella, Indio and La Quinta to adjust the local share of pre-construction services

D. Construction Contract award with Granite Construction for CV Link Multi-Modal Transportation Corridor Project – Segment 6, Project No. CVL-2024-001A – Jonathan Hoy **P179**

Recommendation: Authorize the Executive Director to execute a construction contract with Granite Construction in an amount not to exceed \$21,560,761, inclusive of a 10% contingency, for Segment 6 of CV Link

E. Contract Amendment with Alta Planning & Design for CV Link – Jonathan Hoy **P188**

Recommendation: Authorize the Executive Director to execute Amendment No. 13 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$334,000

9. INFORMATION

- a) Executive Committee Attendance **P194**
- b) Status of I-10 Interchange Project **P195**
- c) CVAG Regional Arterial Program – Project Status Report **P196**
- d) Bicycle/Pedestrian Safety Program – Project Status Report **P197**
- e) Update on broadband installation in the City of Indio **P198**
- f) Lithium Extraction at the Salton Sea **P200**
- g) Update on the Coachella Valley Energy Commission **P202**
- h) Update on the Climate Pollution Reduction Grant Application and the Region’s Priority Climate Action Plan **P204**
- i) Update on Distributed Energy Resources & Microgrids **P208**
- j) Information sharing from Desert Healthcare District/ Foundation about ongoing hospital lease negotiations with Tenet **P209**

10. LEGISLATIVE ITEMS –

- a) Update from the League of California Cities **P224**
- b) Recap of CVAG’s Legislative advocacy efforts – Emmanuel Martinez **P236**

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, June 3, 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	Jeffrey Bernstein Mayor
City of Indio	Waymond Fermon Councilmember
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	Greg Sanders Mayor
City of Cathedral City	Mark Carnevale Mayor
City of Palm Desert	Kathleen Kelly Councilmember
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 Mayor Pro Tem
City of Desert Hot Springs, Chair	Scott Matas Mayor

ITEM 7A

**EXECUTIVE COMMITTEE
MINUTES OF MEETING
FEBRUARY 26, 2024**



1. CALL TO ORDER

The Executive Committee meeting was called to order by Chair Scott Matas, Mayor of the City of Desert Hot Springs, at 4:30 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, in the City of Palm Desert. Zoom videoconferencing was available from the City of Blythe.

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 Steven Hernandez, *Past Chair*
Mayor Jeffrey Bernstein
Councilmember Waymond Fermon
Tribal Member Brenda Soulliere
Tribal Chair Reid Milanovich
Mayor Greg Sanders
Mayor Mark Carnevale
Councilmember Kathleen Kelly
Mayor Linda Evans
Mayor Joseph DeConinck
Supervisor V. Manuel Perez
Mayor Pro Tem Ted Weill, *Vice Chair*
Mayor Scott Matas, *Chair*

AGENCY

City of Coachella
City of Palm Springs
City of Indio (*arrived at Item 3*)
Cabazon Band of Mission Indians
Agua Caliente Band of Cahuilla Indians
City of Indian Wells
City of Cathedral City
City of Palm Desert
City of La Quinta
City of Blythe (*via Zoom*)
County of Riverside 4th District
City of Rancho Mirage
City of Desert Hot Springs

MEMBERS NOT PRESENT

Tribal Chair Darrell Mike
Tribal Vice Chair Joseph Mirelez
Supervisor Kevin Jeffries
Supervisor Karen Spiegel
Supervisor Chuck Washington
Supervisor Yxstian Gutierrez

AGENCY

Twenty-Nine Palms Band of Mission Indians
Torres Martinez Desert Cahuilla Indians
County of Riverside 1st District
County of Riverside 2nd District
County of Riverside 3rd District
County of Riverside 5th District

3. PLEDGE OF ALLEGIANCE

Supervisor V. Manuel Perez led the Executive Committee in the Pledge of Allegiance.

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

None.

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

None

6. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

Executive Director Tom Kirk noted that CVAG's Legal Counsel, Nick Norvell of BB&K, was available via Zoom during the meeting.

Mr. Kirk updated Committee members of CVAG's active ongoing efforts to secure additional funding for the ACCESS project on Indian Canyon, including staff's intent to go after a upcoming grants in the next month.

7. **CONSENT CALENDAR**

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR SANDERS TO APPROVE THE CONSENT CALENDAR.

- A. **Approve the Minutes of the January 29, 2024 Executive Committee Meeting**
- B. **Approve the Amended and Restated Reimbursement Agreement with the County of Riverside and the City of Coachella for the Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)**
- C. **Approve Amendment No. 1 to the Reimbursement Agreement with the City of Indio for the Avenue 50 Widening Project (Jefferson Street- Jackson Street), extending the time trigger to commence construction to December 31, 2025**
- D. **Approve Amendment No. 6 to the Reimbursement Agreement with the City of Indio and the County of Riverside for the Monroe Street/Interstate 10 Interchange Project, extending the time trigger to commence construction to December 31, 2025**
- E. **Authorize the Executive Director to take the necessary steps to execute a Public Pedestrian Underpass Agreement with Union Pacific Railroad Company, including authorizing one-time costs not to exceed \$164,000 and flagging costs of \$1,400 daily during construction**
- F. **Authorize the Executive Director to 1. approve a purchase agreement with Urban Solar to provide 5,424 solar lights at a unit price of \$93.45 per light for CV Link, in an amount not to exceed \$546,054.75 and 2. Authorize a 10 percent contingency for supplemental purchases as necessary during construction**
- G. **Authorize the Executive Director to execute Amendment No. 2 to the Memorandum of Understanding with Beacon Associates for behavioral health referrals, authorizing a not to exceed amount of \$40,000 through May 5, 2026**

- H. Authorize the Executive Director to add up to \$30,000 to an agreement with Leading Resources Incorporated for travel costs, for a total cost not to exceed \$230,000 for the Long-Term Governance and Electrical Services Strategic Plan
- I. Authorize the Chair and/or Executive Director take the necessary steps to advocate that the State of California maintain the funding commitments made to the Regional Early Action Planning Program, including \$19.4 million in awards to the Coachella Valley

THE MOTION CARRIED WITH 13 AYES AND 6 MEMBERS ABSENT

MAYOR HERNANDEZ	AYE
MAYOR BERNSTEIN	AYE
COUNCILMEMBER FERMON	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	AYE
MAYOR SANDERS	AYE
MAYOR CARNEVALE	AYE
COUNCILMEMBER KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR PRO TEM WEILL	AYE
MAYOR MATAS	AYE

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

None.

8. DISCUSSION / ACTION

A. Recognition of the 2024 Used Oil Recycling Poster Contest Winners

Management Analyst Emily Langenbahn presented the staff report and introduced the winners of the poster contest: Antonion Coloma of La Quinta (1st place), Reuben Choresca of Palm Desert (2nd place), and Andrew Terentyev (3rd place). The winners received gift bags and will each receive a bicycle, courtesy of the City of Cathedral City. The winners also took photos with the Executive Committee.

No action was taken as this was an informational item.

B. CVAG's Audit for Fiscal Year 2022/23 and Related Reports-

Finance Director Claude Kilgore presented the staff report and introduced Shannon Ayala with Davis Farr, who joined via Zoom, and provided the committee the audit results from fiscal year ending June 30, 2023.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR HERNANDEZ TO RECEIVE AND FILE THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023, REPORT ON INTERNAL CONTROLS OVER FINANCIAL REPORTING, THE AUDITOR'S COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE, AND THE SINGLE AUDIT ON FEDERAL AWARDS

THE MOTION CARRIED WITH 13 AYES AND 6 MEMBERS ABSENT

MAYOR HERNANDEZ	AYE
MAYOR BERNSTEIN	AYE
COUNCILMEMBER FERMON	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	AYE
MAYOR SANDERS	AYE
MAYOR CARNEVALE	AYE
COUNCILMEMBER KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR PRO TEM WEILL	AYE
MAYOR MATAS	AYE

C. REGIONAL COLLABORATION TO ADDRESS HOMELESSNESS IN THE COACHELLA VALLEY

Chief Operating Officer Erica Felci presented the staff report and introduced Supervisor Perez who gave a brief update on the Homelessness Symposium held on February 1, 2024, by Riverside County's District 4. Supervisor Perez was joined by Greg Rodriguez, County of Riverside's Deputy Director of Housing & Workforce Solutions, who also provided updates from the symposium.

Ms. Felci introduced Management Analyst Ivan Tenorio who addressed the committee and presented the CV Housing First quarterly report for the fourth quarter of 2023.

A brief member discussion ensued.

The CV Housing First program quarterly report was filed and received by the Executive Committee.

D. Established Qualified Professional Services Vendor List

Transportation Program Manager Randy Bowman presented the staff report.

A brief member discussion ensued.

IT WAS MOVED BY MAYOR HERNANDEZ AND SECONDED BY MAYOR PRO TEM WEILL TO ESTABLISH THE QUALIFIED PROFESSIONAL SERVICES VENDOR LIST THROUGH JUNE 30, 2027, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO: 1. APPROVE ADDITIONAL QUALIFIED SUBMISSIONS FROM VENDORS THROUGHOUT THE TERM; AND 2. NEGOTIATE AN EXECUTE CONTRACTS FOR PROFESSIONAL SERVICES UP TO \$50,000 FROM THE QUALIFIED VENDOR LIST

THE MOTION CARRIED WITH 13 AYES AND 6 MEMBERS ABSENT

MAYOR HERNANDEZ	AYE
MAYOR BERNSTEIN	AYE
COUNCILMEMBER FERMON	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	AYE
MAYOR SANDERS	AYE
MAYOR CARNEVALE	AYE
COUNCILMEMBER KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR PRO TEM WEILL	AYE
MAYOR MATAS	AYE

9. INFORMATION

- a) Executive Committee Attendance
- b) Status of I-10 Interchange Projects
- c) CVAG Regional Arterial Program- Project Status Update
- d) Bicycle/Pedestrian Safety Program- Project Status Update
- e) Attendance Issues at CVAG's Standing Committee Meetings
- f) Deployment of CV Sync and Phase II construction
- g) Construction of the Palm Springs Navigation Center
- h) Update from the South Coast Air Quality Management District
- i) Update on Property Assessed Clean Energy (PACE) Program
- j) Site tour of the future Indio Public Safety Campus

These items were included in the agenda packet for members' information.

10. LEGISLATIVE ITEMS –

a) Update on CVAG's state advocacy efforts

Program Manager Emmanuel Martinez presented the staff report.

A brief member discussion ensued. No action was taken as this was an informational update.

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

12. ANNOUNCEMENTS

The next meeting of the Executive Committee will be held on Monday, April 29, 2024 at 4:30 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

13. ADJOURNMENT – Chair Matas adjourned the meeting at 5:30 p.m.

Respectfully submitted,
Elysia Regalado, Management Analyst

ITEM 7B

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



STAFF REPORT

Subject: Authorization to Secure Location for General Assembly Meeting

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

Recommendation: Authorize the Executive Director, in consultation with the CVAG Chair, to execute the contracts necessary to host an in-person dinner event for the 2024 CVAG General Assembly

Background: CVAG annually holds its General Assembly on the last Monday in June. This is CVAG's largest meeting of the year, and the General Assembly elects a Chairman and Vice Chairman and adopts an agency budget for the upcoming fiscal year.

Traditionally, this significant event is accompanied by a dinner and a presentation. Last year's General Assembly took place June 26, 2023, at the Desert Island Country Club's The Penney and Parlour in Rancho Mirage. It was a momentous occasion as it marked CVAG's 50th anniversary celebration.

This year's General Assembly is scheduled for 6 p.m. on June 24, 2024. Based on feedback from CVAG Chair Scott Matas, the General Assembly and the preceding Executive Committee meeting will be held at the Desert Hot Springs Recreation Center. CVAG staff is requesting the Executive Director be authorized to negotiate agreements for event logistics that could be covered through sponsorships and dinner ticket sales.

Fiscal Analysis: Staff will seek sponsorships to cover the majority of costs associated with holding the General Assembly. Additionally, CVAG has historically offered dinner tickets at a cost that ranges between \$50-70 per person to offset any expenses.

ITEM 7C

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Revisions to CVAG's Procurement Policy and Procedures

Contact: Allen McMillen, Management Analyst II (amcmillen@cvag.org) and
Claude Kilgore, Director of Finance (ckilgore@cvag.org)

Recommendation: Adopt Updated CVAG Policy No. 21-04 Procurement Policy & Procedures

Background: On February 29, 2024, the Executive Committee approved the establishment and use of the Qualified Vendor List (QVL). To establish the Qualified Vendor List, CVAG staff followed the procurement process established in the current CVAG Policy No. 21-04 Procurement Policy and Procedures and reported that a review of the policy was underway for needed updates including increased expenditure authority limits in light of post-pandemic inflation and other updates to clarify processes based on recent procurements.

Following a review of comparable procurement policies and procedures of 10 member agencies as well as regional agencies such as Riverside County Transportation Commission (RCTC), Southern California Association of Governments (SCAG) and Western Riverside Council Of Governments (WRCOG), a benchmark analysis of the agency policies was prepared (see attached). Staff recommends the following changes be made to the CVAG Policy No. 21-04 Procurement Policy & Procedures:

- Update definitions to clear up technical ambiguities;
- Incorporate the Qualified Vendor List authorized by the Executive Committee in February 2024;
- Update limits of expenditure authority and procurement thresholds to be comparable to regional agencies;
- Remove references to the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE) as each agency has its own policies; and
- Remove repetitive language to streamline the document.

Staff is recommending an update to Policy 21-04 be adopted with changes to current procurement practices, thereby increasing transparency and continuing to ensure ethical standards are followed. The recommended changes are shown in the attachment "Policy 21-04 – Tracked Changes". With the Executive Committee's adoption, the changes will be incorporated and a clean copy will be available on CVAG's website.

The recommended update to CVAG Policy No. 21-04 will continue to provide uniform procedures and guidance for procuring construction contracts ("Public Projects"), contractual and professional services, and materials, supplies and equipment. The updates to the procurement policy establish

clarified general parameters for CVAG in carrying out its responsibilities. The policy update incorporates practices currently used by other agencies as well as the Caltrans requirements.

Staff is also preparing similar updates to the procurement policies and procedures for CVCC and DCE and will present them for adoption at a future date.

Fiscal Analysis: There is no additional cost to updating CVAG Policy No. 21-04. The updated policy does provide increases to the Executive Director's expenditure signing authorities in line with other agencies.

Attachments:

1. Agency Benchmark Analysis
2. Updated CVAG Policy No. 21-04 Tracked Changes

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

PROCUREMENT POLICY & PROCEDURES

POLICY NO. 21-04

UPDATED APRIL 29, 2024

TABLE OF CONTENTS

1.	Purpose and Scope	3
2.	Definitions	4
3.	Standards of Conduct	67
4.	Delegation of Authority.....	7
5.	Competitive Procurement Process and Thresholds.....	8
5.1.	Procurement Thresholds.....	8
5.2.	Procurement Methods.....	89
5.3.	Purchase of Supplies, Material, and Equipment.....	9
5.4.	Nonprofessional Services	9
5.5.	Professional Services	9
5.6.	Public Projects	10
<u>5.7.</u>	<u>Recycled, Energy Efficient of Environmentally Friendly Supply Products</u> <u>Specification</u>	<u>10</u>
<u>5.7.5.8.</u>	<u>Qualified Vendor List.....</u>	<u>10</u>
6.	Exceptions to Competitive Procurement	11
6.1.	Emergency Expenditure.....	11
6.1.1.	Procedures for Emergency Expenditures.....	11
6.2.	Special Expertise Services.....	11 <u>12</u>
6.3.	Matters with Time Constraints.....	12
6.4.	Cooperative Purchasing with Other Agencies	12
6.5.	Single/Sole Source Justification	13
7.	Procurement Card.....	13
8.	Grant Funds.....	13
9.	Federal Funds.....	13
10.	Caltrans Procurement Guidance	13
11.	Contracts (or Agreements) and Purchase Orders	13 <u>13</u>
12.	Subsequent Contract Awards.....	14
13.	Insurance.....	14
14.	Performance and Payment Bonds	14
15.	Bid Protests for Formal Bidding.....	14 <u>14</u>
16.	Pre-Bid/Pre-Proposal Meetings.....	15 <u>15</u>

1. Purpose and Scope

Coachella Valley Association of Governments (CVAG) is committed to fair, open, and transparent procurement of goods and services. All staff conducting procurement processes will do so in a professional and ethical manner, without any conflict of interest, to obtain maximum value for every public dollar spent. Except for contracts entered prior to the effective date of this Policy, all purchases of materials, equipment, supplies, and services to be paid by CVAG must adhere to the procedures, authority, and dollar limits set forth in this Policy – including subsequent versions of any cross referenced policies and documents.

2. Definitions

Addendum (sing.)/Addenda (pl.) – A written change, addition, alteration, correction, or revision to a solicitation or contract document. Commonly, the name given to the document used to revise a solicitation.

Amendment – An agreed addition to, deletion from, correction, or modification of a document or contract.

Architect or Engineer (A/E) Professional Services - Services that require performance by a registered architect or engineer. Professional services of an architectural or engineering nature that are associated with research, planning, development, and design for construction, alteration, or repair.

Awardee – A person or firm who is awarded a contract.

Committee Chair (Chair) – Serves as the head of the Executive Committee.

Contractual Services – means all services, other than professional services, including, but not limited to, janitorial, repairs, maintenance work, software subscriptions, catering, security, and rental equipment.

Cooperative Procurement – The action taken when two or more entities combine their requirements to obtain advantages of volume purchases, including administrative savings and other benefits. A variety of arrangements, whereby two or more public procurement entities purchase from the same supplier or multiple suppliers using a single Invitation for Bids (IFB) or Request for Proposals (RFP). Cooperative procurement efforts may result in contracts that other entities may “piggyback.”

CVAG – Coachella Valley Association of Governments.

~~**CV Link** – CV Link is an active transportation project that will provide access for pedestrians, bicyclists, and low-speed electric vehicles (including golf carts) on a dual pathway that largely parallels Highway 111, the busiest corridor in the Coachella Valley.~~

~~**CV Sync** – CV Sync is Smart Region project that will synchronize signals on the regional corridors across the Coachella Valley, starting with Highway 111, Ramon Road and Washington Street.~~

Designee – A duly authorized representative.

Electronic Procurement (eProcurement) – Conducting all or some of the procurement function over the Internet.

~~**Staff** – The individual or department who uses a procured good or service.~~

Ethical Procurement – Prohibits the breach of the public’s trust by discouraging a public employee from attempting to realize personal gain through conduct inconsistent with the proper discharge of the employee’s duties.

Executive Director – The senior operating officer or manager of CVAG.

Formal Solicitation – A bid that must be submitted in a sealed envelope (or through an eProcurement site) and in conformance with a prescribed format to be opened in public at a specified date and time.

Informal Solicitation – A competitive bid, price quotation, or proposal for supplies or services that is conveyed by a letter, fax, e-mail, or other manner that does not require a formal sealed bid or proposal, public opening, or other formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

Invitation for Bids (IFB) – A procurement method used to solicit competitive sealed bid responses, sometimes called a formal bid, when price is the basis for award.

~~**Nonprofessional Services** – A contract for services where the service provided is not a solution to a problem and does not involve professionals. Examples include, but are not limited to, janitorial work, equipment rental, catering, and security.~~

Offeror – A generic term that refers to a person or business who submits an offer in response to a solicitation.

Piggyback – A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by another entity. Generally, an entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.

Procurement – Purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction; includes all functions that pertain to the acquisition, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage, and disposal operations.

Procurement Card – A payment method whereby internal customers (requisitioners) are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. CVAG's use of a Procurement Card is governed by a separate CVAG policy.

Procurement Representative – A person responsible for sourcing and buying products and services for CVAG as designated by the Executive Director.

Professional Services – Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance (e.g., financial, legal, economic, accounting, engineering, information services, technical, architectural, or other administrative professional matters).

Project Manager Lead (PM) – Designated individual within ~~the entity~~ CVAG to administer a specific task or contract.

Public Works – Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

Qualified Vendor List (QVL) – A list of qualified vendors maintained by CVAG to enable informal and formal bidding opportunities and provide a ready pool of vendors for recurring and routine goods and services.

Request for Information (RFI) – A document, which is issued by CVAG to obtain information necessary to complete a purchase or fulfill a contract. An RFI surveys the marketplace to understand what products or services may be available and to approximate the dollars that may be needed for procurement(s). A RFI may be used to validate information, project objectives, and functions for possible future solicitations.

Request for Proposals (RFP) – The document used to solicit proposals from potential providers (proposers) for goods and services. Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multi-step process.

Request for Qualifications (RFQ) – A document, which is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation.

Request for Quotation (RFQ) – A document which is issued by CVAG to obtain from suppliers price quotes typically, but not exclusively, for materials, supplies, equipment.

Responsible Bidder – A bidder that possesses the minimum qualifications, licensure, experience, financial stability, expertise and workforce to perform the work.

Responsive Bid/Proposer – A bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) ~~and~~,and all of its requirements, including all form and substance.

Scope of Work (SOW) – A scope of work is developed at the beginning of the procurement cycle and is a written description of the entity’s needs and desired outcomes for the procurement and becomes the basis for any resulting solicitation. The scope of work helps to ensure that the product or service meets the stated outcome and establishes the parameters of the resulting contract.

Single Source Procurement – A non-competitive method of procurement used when, although two or more vendors supply the commodities or service(s), the department selects one for substantial reasons, eliminating the competitive bidding process. A written justification shall be required from staff explaining why only this supplier-vendor fulfills the requirement.

Sole Source Procurement – A non-competitive method of procurement used when only one supplier-vendor provides the needed public works project, contractual service, professional service or materials, supplies, and equipment or a product to ensure compatibility with other CVAG products and equipment, CVAG shall work to procure these items in the best interest of CVAG, or possesses the unique ability or capability to meet the particular requirements of the entity or because only one supplier vendor is practicably available. A written justification shall be required from staff explaining why only this supplier-vendor can fulfill the requirement.

Staff – The individual or department who uses a procured good or service.

Standard Specification - A specification that is to be used for all or most purchases of an item; describes all required physical and functional characteristics of goods, services, or construction.

Task Order – Task order contract means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract.

3. Standards of Conduct

Transactions relating to the expenditure of public funds require the highest degree of public trust and impeccable standards of conduct. CVAG's contracting activity shall be conducted in a manner above reproach, with the highest of ethical standards and, except as authorized by law, with complete impartiality and without preferential treatment. It is CVAG's policy to strictly avoid any conflict of interest or even the appearance of a conflict of interest in all of its procurement and contracting practices.

All staff shall comply with all applicable laws regarding conflicts of interest, including, but not limited to, the California Political Reform Act, and the provisions of the California Government Code regarding Prohibited Interests in Contracts, as these laws may be amended from time to time.

All staff shall also specifically comply with CVAG's Personnel Rules and Benefits Manual, including the policies addressing conflicts of interest and ethical standards.

Contracts/Procurement shall have adequate internal controls to ensure all contracts and purchases processed are in accordance with the policies specified in that:

All internal requests contain proper approvals before being converted into a contract or purchase order;

Staff have a mechanism to report unauthorized activities as well as any suspicions of fraud, waste, or abuse; and

Any violation of these standards may be cause for disciplinary action, including dismissal, if appropriate.

4. Delegation of Authority

The Executive Director has authority to approve expenditures up to the dollar ~~amounts shown~~amounts shown in the following table:

TABLE 1		
<u>PUBLIC WORKS PROJECTS</u>	<u>CONTRACTUAL AND PROFESSIONAL SERVICES</u>	<u>MATERIALS, SUPPLIES & EQUIPMENT</u>
<u>\$100,000</u>	<u>\$100,000</u>	<u>\$100,000</u>

AGENCY	CAPITAL EXPENDITURES	NON-CAPITAL EXPENDITURES	PROJECT-SPECIFIC EXPENDITURES*
CVAG	\$50,000	\$25,000	\$50,000
CVCC	\$25,000	\$25,000	n/a
DCE	\$100,000	\$100,000	n/a

~~*The CVAG Executive Committee has approved project-specific spending authorities related to the CV Link and CV Sync projects.~~

Limits established in Table 1 may be modified by the CVAG Executive Committee, ~~the CVCC or the DCE Board~~. The Executive Director may issue a contract up to \$100,000 under his or her authority, which does not require approval by the CVAG Administration Committee or the CVAG Executive Committee. Contracts greater than \$100,000 and up to \$200,000 require approval of the CVAG Administration Committee but not the CVAG Executive Committee. All contracts greater than \$200,000 require the approval of the CVAG Executive Committee. Expenditures above the limits in Table 1 must be approved by the agency's governing board.

Only the Executive Director (or designee) is authorized to sign contracts and agreements binding upon CVAG. Contracts or agreements in excess of the thresholds established in Table 1 above shall require approval of the CVAG, ~~CVCC or DCE governing board~~Executive Committee and the signature of the Chair, unless express authority is granted to the Executive Director by the CVAG Executive Committee.

The intent of this delegation of authority shall not be circumvented by breaking up an expenditure into smaller contract amounts or breaking up expenditures across more than one fiscal year. Expenditures shall be considered on an individual project basis in the aggregate for each fiscal year as well as across more than one fiscal year. For example, ~~three-four non-capital expenditures~~ for contractual or professional services; or materials, supplies & equipment for CVAG/~~CVCC~~ in the amount of ~~\$40,000~~\$25,000 each to a single vendor for the same project during the same fiscal year shall not be provided without governing body approval. Likewise, ~~three-four non-capital expenditures~~ for contractual or professional services; or materials, supplies & equipment for CVAG/~~CVCC~~ in the amount of ~~\$40,000~~\$25,000 each to a single vendor for the same project spanning three fiscal years shall not be provided without governing body approval. The intent of this delegation of authority shall apply similarly to public works project expenditures. The Agency's fiscal year is from July 1 to June 30. In the event the

Executive Director or Chair is absent or unavailable to sign the contract, the designee shall sign on that person's behalf.

5. Competitive Procurement Thresholds and Methods

To establish uniform thresholds and procedures for the acquisition of goods or services, subject to the exceptions set forth in Section 6-6.

5.1. Procurement Thresholds

~~The table (Table 2) below provides thresholds for competitive purchasing for public works projects; contractual and professional services; and materials, supplies & equipment. These thresholds shall supersede and replace thresholds for the Qualified Vendor List established prior to the adoption of this policy as updated guidelines for competitive purchases for goods and services.~~

<u>PROCUREMENT METHOD</u>	<u>PUBLIC WORKS PROJECTS</u>	<u>CONTRACTUAL OR PROFESSIONAL SERVICES</u>	<u>MATERIALS, SUPPLIES & EQUIPMENT</u>
<u>Informal, one (1) written quote</u>	<u>\$0 - \$10,000</u>	<u>\$0 - \$10,000</u>	<u>\$0 - \$10,000</u>
<u>Informal, three (3) written quotes</u>	<u>\$10,001 - \$100,000</u>	<u>\$10,001 - \$100,000</u>	<u>\$10,001 - \$100,000</u>
<u>Formal Solicitation</u>	<u>Over \$100,000</u>	<u>Over \$100,000</u>	<u>Over \$100,000</u>

Table 2

<u>DOLLAR THRESHOLD</u>	<u>PROCUREMENT METHOD</u>
<u>\$0 - \$5,000</u>	<u>Informal, one (1) written quote</u>
<u>\$5,001 - \$25,000</u>	<u>Informal, three (3) written quotes</u>
<u>\$25,001 and above</u>	<u>Formal Solicitation</u>

Splitting of purchases ("fragmenting") in order to avoid competitive procurement requirements is prohibited.

The Executive Director (or designee) at his/her/their discretion shall have the authority to authorize a formal procurement method less than the limits established if it is deemed to be in the best interest of CVAG.

5.2. Procurement Methods

~~Informal Procurement- (\$0 - \$10,000)(~~\$0 – \$5000~~):~~ Staff shall make and ~~document~~ document a reasonable effort to solicit and obtain the lowest quote/proposal for the goods or services desired that offer the best value to CVAG, in CVAG's sole and absolute discretion. Contracts for the acquisition of professional services shall be awarded to the best qualified vendor on the basis of demonstrated competence, professional qualifications, and at fair and reasonable prices to CVAG.

~~Informal Procurement (\$10,001 - \$100,000): (~~\$5001 – \$25,000~~)~~ Staff shall ~~make~~ a reasonable effort to solicit and obtain three (3) competitive quotes/proposals via email, mail, fax or any other reasonable solicitation method. When three (3) quotes/proposals are unable to be obtained, Staff must provide documentation as to how the quotes were requested and document its findings prior to the approval of any purchase.

~~Formal Procurement (~~\$25,001 and above~~): (~~over \$100,000~~):~~ Staff in consultation with the Director of Finance/~~Administration~~ (or designee) will determine the best method of solicitation (i.e., RFP, IFB, of RFQ) depending on the nature of the desired goods or services. The Director of Finance/~~Administration~~ (or designee) shall be the main point of contact for any formal solicitation to avoid any unethical practices. All formal procurement methods shall be publicly advertised for a minimum of fourteen (14) days and opened or received electronically and reviewed as described in the bid documents. Purchases of supplies and equipment of an estimated value of greater than ~~twenty-five~~ one hundred thousand dollars (~~\$25,000~~\$100,000) shall be by written contract.

5.3. ~~Purchases of Supplies, Material~~ Materials, Supplies, and Equipment

~~Staff shall use the procurement methods informal request for quote method per Section 5.2. for goods and/or supplies in an amount under twenty-five thousand dollars (\$25,000) and award to the lowest bidder. For goods and/or supplies in an amount greater than twenty-five thousand dollars (\$25,000), staff shall procure the goods and/or supplies through a formal procurement method per Section 5.2 and award to the lowest bidder. Bids shall be publicly opened at a date and time set forth in the bid documents.~~

5.4. ~~Nonprofessional Services~~ Contractual Services

~~Staff shall use the procurement methods Staff shall solicit a request for quote or request for proposal through an informal process per Section 5.2. for nonprofessional services in an amount under twenty-five thousand dollars (\$25,000) and a formal process per Section 5.2 for nonprofessional services in an amount greater than twenty-five thousand dollars (\$25,000). If an informal process is used, Staff shall award based on lowest bid. If a formal process is used, proposals received shall be evaluated based on qualifications and competence, where price is a criterion but not the determinative factor. Staff, in consultation with the Director of~~

~~Finance/Administration (or designee), shall determine the best method of evaluating proposals received based on the nonprofessional services needed.~~

5.5. Professional Services – Government Code 4526

Contracts for professional services such as private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall be engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to CVAG, pursuant to California Government Code Section 4526.

Staff shall use the procurement methods ~~solicit a request for proposal for professional services through an informal process for services under twenty-five thousand dollars (\$25,000) and a formal process for services greater than twenty-five thousand dollars (\$25,000)~~ per Section 5.2 and shall evaluate proposals received based on competence and qualifications. Costs shall be submitted and evaluated as described in the bid documents. The cost proposal shall be submitted separately from the balance of the proposal (in a sealed envelope) and opened for comparison only after evaluation and ranking of the proposals is complete. CVAG shall have the option ~~to negotiate~~ to negotiate the cost with the top-ranked firm. Should CVAG and the top-rank firm fail to agree on a cost, CVAG shall have the option to reject the top rank firm's proposal and start negotiations with the next highest ranked firm and so on until an agreement is made.

The awarding ~~authority shall~~ authority shall have the right to reject any quote, bid, or proposal if doing so is determined to be in the best interest of CVAG and to re-advertise for bids, and to waive any irregularity in any bid so long as doing so does not create an unfair advantage.

The above process may be utilized ~~in~~ at the discretion of the Executive Director for the solicitation of professional services other than those enumerated above.

5.6. Public Works Projects

~~Pursuant to Section 1.2.3 of the Third Amendment and Restatement of Joint Powers Agreement of CVAG, CVAG shall exercise such powers that are imposed upon the City of Palm Desert, a charter city, in the exercise of similar powers; provided, however, that if the City of Palm Desert shall cease to be a member, then CVAG shall be restricted in the exercise of its power in the same manner as the County of Riverside, a general law county. Accordingly, the~~ The procurement thresholds and methods governing CVAG public works projects ~~shall be those set forth in the City of Palm Desert Charter or Municipal Code and~~ are as follows:

~~Fifty One hundred~~ thousand dollars or less. For public works projects in an amount less than ~~fifty one hundred~~ thousand dollars (~~\$50,000~~ \$100,000), staff shall solicit three price quotes and

award to the lowest responsible and responsive bidder. If unable to obtain a minimum of three price quotes, staff shall document that reasonable efforts were made to obtain price quotes including, that a notice was posted for not less than seven business days; that there were no other vendors to solicit quotes from; or that they solicited other vendors and one or more declined to provide a quote. In lieu of soliciting three price quotes, staff may elect to procure by formal bidding procedures per Section 5.2.

~~More than Over one hundred fifty thousand dollars.~~ Public projects in an ~~amount more~~ amount more than ~~fifty-one hundred~~ thousand dollars (~~\$50,000~~\$100,000) shall be solicited pursuant to the formal bidding procedure (Section 5.2) and awarded to the lowest responsive and responsible bidder. The Executive Committee may reject any or all bids received and may waive any irregularities in each bid received.

5.7. Recycled, Energy Efficient or Environmentally Friendly Supply Products Specification

If in procuring supplies a recycled, energy efficient or environmentally friendly product can achieve the necessary CVAG performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products made with recycled, energy efficient or environmentally friendly materials be bid. If the Executive Director (or designee) determines that: (1) a recycled, energy efficient or environmentally friendly product lacks performance capabilities or needed quality levels; or (2) a sufficient amount of said product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to non-recycled, non-energy efficient or non-environmentally friendly materials.

5.8. Qualified Vendor List (“QVL”)

As CVAG takes on more regional project delivery, establishing a bench of prequalified and vetted professional service vendors will reduce procurement and contracting time. Many public agencies, including some CVAG member jurisdictions, use this procurement method to streamline contracting for routine and project-related professional service needs.

CVAG has utilized the RFQ process to receive Statements of Qualifications (“SOQs”) from professional service vendors interested in providing a variety of professional services CVAG may need. The CVAG Executive Committee approved establishing a Qualified Professional Services Vendor List (“QVL”) on February 26, 2024. CVAG will use the QVL for contracting recurring and routine professional services for capital project and non-capital needs. While establishing and using a vendor list certainly reduces the time for procurement and contracting, it will not limit CVAG to only those listed vendors. CVAG will remain able to conduct formal and informal procurements outside the vendor list as unique needs arise.

The QVL will remain in effect until June 30, 2027, and then be re-procured by CVAG. The Executive Director is authorized to accept and approve SOQs on an ongoing basis with the Executive Committee ratifying updates on an annual basis.

6. Exceptions to Competitive Procurement

This Section 6 sets forth exceptions to competitive procurement. The following is a list of services and expenditures that fall outside the requirements of the competitive process:

- Utility Expenses
- Cooperative Purchases
- Piggyback Purchases
- Emergency Expenditure (further defined below)
- Association Fees
- Subscriptions
- Membership Dues
- Leases or Purchase of Real Property
- Government Permits & Fees, Advertisement
- Conferences & Seminars
- Office and Routine Program Supplies
- Environmental Permits & Fees
- Travel Expenses, Lodging, & Meals
- Insurance Premiums & Fees
- Application Fees
- Medical Services
- Taxes, such as property or payroll taxes
- Memoranda of Understanding (MOUs)

6.1. Emergency Expenditures

An emergency exists when life or property is in immediate danger due to an Act of God or other catastrophic circumstance and prevention of loss requires a deviation from normal competitive procurement procedures.

6.1.1. Procedures for Emergency Expenditures

The staff making the purchase must document (e-mail or memo) the specific reasons for the purchase.

The staff making the purchase must obtain approval from the Executive Director (or designee).

The use of the emergency purchase policy must not be considered a substitute for regular purchasing procedures or a method of circumventing established purchasing controls.

Staff may request expenditure reimbursements by submitting a Payment Request Form. Original receipts are required as proof of purchase and must be attached to the payment request form, approved by the Department Director, and submitted to the Accounting Department.

6.2. Special Expertise Services

A contract for professional services agreement may be awarded without competition when it is determined that an unusual or unique situation exists, in that due to experience and expertise demonstrated in prior contracts for professional services with CVAG's particular contractor is

uniquely qualified for a particular task, that makes the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Any special procurement under this section shall be made with such competition as is practicable under the circumstances.

6.3. Matters with Time Constraints

Due to CVAG's meeting schedules, there could be instances where a good or service is needed in an exigent manner, and where a formal procurement method would not be in the best interest of CVAG. The Executive Director, in consultation with the Chair, may authorize an informal bid process for matters that fall within his authorized expenditure in such instances. Staff shall make every effort to obtain proposals/quotes from a minimum of three (3) firms. The term of the contract shall not exceed one (1) year or the Executive Director's expenditure authority. If it is determined the service or good will be reoccurring, exceed the maximum one (1) year, or exceed the Executive Director's expenditure authority, CVAG shall solicit with a formal procurement for said goods or service. CVAG shall notify the Executive Committee of such award at CVAG's next meeting.

6.4. Cooperative Purchasing with Other Agencies

The bidding requirements of Section 5.2 shall not apply to the purchasing of any equipment or supplies which the end user decides to obtain through a cooperative competitive bidding procedure, being prepared by and processed through another local, Tribal, State, or Federal governmental agency. If staff determines it to be in the best interest of CVAG, is authorized to "piggy-back" onto or join into an existing written purchase contract, which contract was obtained within the last 12 months through a competitive bidding process prepared by and awarded by another local, state or federal government agency. Approval of a "piggy-back" or cooperative purchase shall be obtained from the Executive Committee for an award exceeding the Executive Director's signing authority.

Multiple Awarded Bids. It is not uncommon to have multiple awarded bids. A competitive bidding process is conducted for a specified product. Several vendors whose product meets the specification are awarded the contract. Maximum item price and contract terms are established. If staff determines it to be in the CVAG's best interest, the staff is authorized to use Federal, state or other government agency multiple awarded contracts. Staff must obtain quotes from at least three vendors on the list and award the bid to the lowest responsible bidder. Approval shall be obtained from the Executive Committee for purchases exceeding the Executive Director's signing authority.

6.5. Single Source or / Sole Source Justification

Procurement by single source or /sole source for goods or services requires submission, vetting, and approval of a Single Source or /Sole Source Justification form. Final approval of a single source or /sole source procurement requires the signature of the Executive Director (or designee). A single source or sole source shall not be used to limit competition in any way. A letter or memo from the vendor explaining the product or service, or statement of geographic territory on a formal letter, shall be attached to the ~~single~~Single Source or /~~s~~Sole source ~~Source justification~~ Justification form when applicable.

7. Procurement Card (P-Card)

The procurement card is an alternative payment method for acquiring goods and some services at a low dollar value while adhering to the procurement policy guidelines. Refer to Procurement Card Policy No. 21-05.

8. Grant Funds

Procurement of services or goods paid for with grant funds will be subject to the guidelines specified in the funding agreement(s) which supersedes this policy in such instances.

9. Federal Funds

When money has first been secured from a federal source, CVAG's ~~project manager~~ Project Lead for the project shall determine whether expenditures of said money are subject to any federal purchasing policies or procedures, which shall thereafter be adopted as restrictions on the administration of those funds.

10. Caltrans Procurement Guidance – Federal and State Funded Transportation Projects

Regional transportation projects must adhere to the contract management procedures as outlined in CVAG Policy 20-03, which was approved by the CVAG Executive Committee in October 2020 and complies with Caltrans requirements.

On December 4, 2017, CVAG Executive Committee adopted Caltrans' Chapter 10, Consultant Selection, as the procedures manual for the procurement of private consultants to perform architectural, engineering, environmental, land surveying, construction engineering or construction management and related services for federal-aid or state funded projects. CVAG will follow the selection and contracting procedures detailed in this chapter for federal-aid or state funded projects. See link below.

[Chapter 10 Consultant Selection \(ca.gov\)](#)

11. Contracts (or Agreements) and Purchase Orders

Contracts (or Agreements) shall be used when an initial expenditure exceeds \$25,000 for goods and/or services. Prior to the issuance of any Contract (or Agreement), the Director of Finance/Administration (or designee) shall ensure the proper procurement methods established in this policy were followed.

When negotiating terms, it may be determined by the Director of Finance/Administration (or designee) that it is in the best interest of the agency to issue Purchase Orders for goods and services requested. Prior to the issuance of any Purchase Order, the department director shall ensure the proper procurement methods established in this policy were followed.

12. Subsequent Contract Awards, Amendments, Extensions or Renewals

Notwithstanding any extension clauses in a contract or anything herein to the contrary, the Executive Director (or designee) shall not award a subsequent contract to the same individual or entity for the same or similar services on the same project, or amend, extend or renew such a contract, without obtaining the next highest approval authority (i.e., the governing body), when the award, amendment, extension or renewal will result in CVAG paying an aggregate amount in excess of the approval authority of the Executive Director to the individual or entity in any given fiscal year or the cumulative total of the project. For purposes of this section, the phrase "same project" shall include an on-call or as-needed contract.

13. Insurance

Prior to the execution of a contract, evidence of proper insurance coverage is required for any procurement involving services that puts CVAG at risk. If a consultant request CVAG to waive or alter any of its insurance requirements, the Executive Director may elect to waive certain insurance requirements, depending upon his/her/their assessment of the risks and liabilities posed to CVAG's.

14. Performance and Payment Bonds

Payment Bond. Per Civil Code §9550, a direct contractor that is awarded a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall, before commencement of work, give a payment bond to and approved by the CVAG by whom the contract was awarded.

Performance Bond. The Executive Director (or designee) shall have the authority to require, at his/her/their sole discretion, a performance bond for a direct contractor that is awarded a service contract involving in expenditure in excess of twenty-five thousand (\$25,000) before commencement of work. The performance bond shall be provided to and approved by the officer or public entity by whom the contract was awarded when applicable. A performance bond in an amount equal to 100 percent of the contract amount shall be required for all public works contracts.

15. Protests for Formal Solicitations

This protest process applies only to contracts awarded through a formal bidding process (e.g., RFP or IFB). This does not apply to CVAG purchase orders.

Written protests must be filed with CVAG's Executive Director within five (5) workdays after posting the Notice of Intent to Award on CVAG's website. No verbal protest will be accepted. The protest must be detailed, referencing the solicitation number, project name, and the name of the administrator listed on the bid documents. The protest must be submitted to CVAG's Executive Director via certified mail using the following address:

Executive Director
Coachella Valley Association of Governments
73-710 Fred Waring Dr., Suite 20074-199 El Paseo, Suite 100
Palm Desert, CA 92260

Any entity that submits a bid or proposal may protest a CVAG contract award.

There is no basis for protest if CVAG rejects all proposals/bids based on the best interest of CVAG.

The Executive Director shall respond to the offeror protesting the solicitation in writing and acknowledge receipt of the offerors protest. The Executive Director shall notify Contracts/Procurement and the ~~Project Manager~~Project Lead of the protest received. The Executive Director, in consultation with Contracts/Procurement, the ~~Project Manager~~Project Lead, and legal counsel, if necessary, shall determine whether the basis of the protest has merit and is permissible. If so, the Executive Director shall notify all offerors, including the awardee, that the protest will be decided by reviewing submissions of written material to support each party's position and sets the date of submission thereof. If the protest is deemed to be insufficient and without merit, the awarding authority shall notify the offeror protesting the solicitation the protest is denied.

16. Pre-Bid/Pre-Proposal Meetings

The ~~project manager~~Project Lead in consultation with the Director of Finance/Administration (or designee) shall determine if a pre-bid/proposal meeting is necessary. A pre-bid/pre-proposal meeting shall not be mandatory, unless stated in the bid documents. The meeting is held after the RFP or IFB is released and before bids/proposals are due. The meeting will allow the ~~project manager~~Project Lead to further elaborate on the Scope of Work in more detail and to answer questions from prospective bidders/proposers.

Except for questions raised during a pre-bid/pre-proposal meeting, prospective proposers shall submit all questions pertaining to the bid documents in writing.

ITEM 7D

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



STAFF REPORT

Subject: Contract for Managed Information Technology Services

Contact: Allen McMillen, Management Analyst II (amcmillen@cvag.org)

Recommendation: Authorize the Executive Director to execute a services contract with Veralink Corporation for managed information technology services for a total amount not-to-exceed \$80,080 through June 30, 2025, with an option to extend for two one-year terms

Background: CVAG has been receiving its information technology (IT) management and support since 2019 from Veralink Corporation, a local Coachella Valley firm specializing in technology management. Veralink has been performing technology management for CVAG which includes remote support services; server and network management including managed switches, WiFi, firewall, and email security; scheduled and on-call office support to address ad-hoc user issues; and periodic technology refresh. Given the reliance on technology in CVAG's daily operations, it is crucial to have a robust IT support system in place through contracted managed IT services.

Given the amount of time that has passed since the initial Veralink procurement, CVAG staff on January 8, 2024 issued a Request for Proposals (RFP) for Managed IT Services to reflect CVAG's current systems environment and technology support needs over its three office locations.

The proposal submission period closed on February 8, 2024, and CVAG received five proposals from Altera Digital Health, Inc., Communications Square LLC Consulting Services, Live Oak IT Partners, Tilson Technology Management, Inc., and Veralink Corporation. An evaluation committee of three CVAG staff members was established to review, score, and rank the proposals. The selection committee unanimously recommended Veralink as the top finalist.

CVAG is recommending Veralink be awarded the Managed IT Services contract, with options to extend for each of two successive one-year terms. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying changes to the contract before execution.

Fiscal Analysis: Veralink Corporation cost proposal is for an amount not-to-exceed \$80,080 through June 30, 2025, which is inclusive of regularly scheduled office hours at a reduced hourly rate of \$150 and a contingency for on-call support at a rate of \$165-250 hourly. The contract provides CVAG with the unilateral option, at the Executive Director's discretion, to renew the agreement for two additional, one-year terms at \$68,640 annually. This amount has been budgeted for FY 2024/2025.

CVAG has experienced efficiencies and cost savings under an IT contract over its previous practice of hiring an IT manager on staff.

Attachments: Veralink Managed IT Services Contract

PROFESSIONAL SERVICES CONTRACT
between
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
VERALINK CORPORATION

THIS AGREEMENT is made and effective as of **April 29, 2024** between the Coachella Valley Association of Governments ("CVAG") and Veralink 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 **May 1, 2024** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 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 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 **PROFESSIONAL MANAGED IT SERVICES** consistent with the provisions of the Request for Proposals released on January 8, 2024, (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 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)

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 **\$80,080.00** 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:	Executive Director Coachella Valley Association of Governments 73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260
----------	---

To Consultant:	Nicholas Schantz Veralink Corporation 48603 Renewal Street Indio, CA 92201
----------------	---

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

VERALINK CORPORATION

By: _____
Nicholas Schantz, CEO

EXHIBIT "A"
SCOPE OF WORK

See following pages.

Scope of work

1. Strategic Planning

- Provide input, guidance, and recommendations for CVAG's future hardware and general software needs.

2. User Support

- Support approximately 60 workstations/users.
- Provide on-request end-user support.
- Catalog, track, and maintain/troubleshoot computer desktops, laptops, and related IT services.
- Install, configure, and maintain standard desktop software applications.
- Conduct initial setup and training for new users and upgrades.

3. Responsive Technical Support

- Provide knowledgeable support during regular and after-business hours.
- Perform cloud backups nightly.
- Conduct routine server maintenance, including updates, event log checks, and antivirus updates.
- Maintain and repair hardware components.
- Install and maintain networking components.
- Offer 24/7 support with multiple agents available.
- Implement remote monitoring and management tools.
- Maintain audio/video equipment.
- Manage company emails and software applications.
- Maintain company domains and DNS records.
- Perform general maintenance tasks and disaster recovery strategies.
- Create and maintain data backups.
- Provide Domain/Active Directory management.
- Conduct hardware upgrades and replacements as needed.
- Maintain comprehensive IT system documentation.
- Provide regular performance reports and recommendations.

B. Network Infrastructure Management and Support

- Maintain and manage CVAG's network infrastructure, including hardware, firewalls, and switches.
- Ensure optimal performance and security of the network.
- Monitor and manage all servers, including updates and patches.
- Perform regular backups and ensure data recovery capabilities.

C. Security Services

- Implement and manage security protocols and policies.
- Ensure CVAG has adequate security measures to protect data, network, and technology.
- Prevent and address hacking attempts.
- Conduct security audits and vulnerability assessments.
- Provide antivirus and antimalware solutions.

D. Response Time

- Respond to and resolve IT-related issues promptly.
- Provide Service Level Agreements (SLA) for technical support and response times.
- 30 minutes or less for average response time

• Support calls will be taken within normal office hours (8:00 am to 5:00 pm Monday to Friday) however we are flexible. We understand you are open on the weekends and we always have an engineer on call for emergencies.

• Each call will be assigned to an engineer. Ashly Cary and Nick Schantz will be Providing Support. Contact numbers of multiple engineers will be supplied so that you have alternative engineers available to you to cover holiday periods and sickness.

EXHIBIT “B”

PRICE FORMULA

Scope of Services

- 8 hours per week of IT support
- Reduced contract rate of \$150 per hour for 52 weeks
- 4 hours per day onsite on Tuesdays and Thursdays
- All IT needs as described in the proposal
- On-call afterhours support available at a rate of \$250 per hour

Not-to-exceed Annual Amount and Term of the Contract:

- The annual contract amount will not exceed \$62,400 (\$150 per hour * 8 hours * 52 weeks). Monthly Base Amount not to exceed \$5,200

Included Services in the Monthly Base Amount: Refer to Proposal on following pages.

- Onsite support on Tuesdays and Thursdays
- Remote assistance and troubleshooting
- System maintenance and updates
- Hardware and software installation
- Network monitoring and security management
- Regular performance assessments and recommendations for improvement

Hourly Rates for Additional Services:

- Any services beyond the allocated 8 hours per week will be billed at the normal hourly rate of \$165 per hour.
- On-call afterhours support will be charged at a rate of \$250 per hour.

Price Formula Summary:

Monthly Base Amount:	\$5,200
Annual Base Amount:	\$62,400
Prorated Amount for May -June 2024:	\$10,400
Plus 10% Contingency Amount:	<u>\$1,040</u>
May/June 2024 Subtotal:	\$11,440
Annual Base Amount FY24/25:	\$62,400
Plus 10% Contingency Amount:	\$ 6,240
FY/24/25 Subtotal:	\$68,640
Total Amount through June 30, 2025:	\$80,080

Nick Schantz M.C.S.E. +Sec.

Nick@VeraLink.com

VeraLink, Corp *Technology Management*

PH. 760-260-3075

FX. 760-578-0033

Information Technology Support Proposal

Produced for CVAG

Erica Felci, Chief Operating Officer

 **VERALINK**

Technology Management

Consultant Identification:

Name of Consultant: Nicholas Schantz Business Name: VeraLink Corp.

Address: 48603 Renewal St. Indio CA 92201

Subcontractor Details:

In the course of executing this project, we may engage the services of subcontractors. Details of subcontractors will be provided upon request and will comply with all contractual obligations.

Acknowledgment of RFP Addenda:

We at Veralink acknowledge receipt of all addenda related to the RFP for CVAG. Our proposal takes into consideration all information provided in the RFP and any subsequent addenda.

Validity Statement:

This proposal is valid for a period of 180 days from the submission deadline, as specified in the RFP.

No Personal/Business/Financial Relationships:

To the best of our knowledge, neither myself or any of the Veralink Team have any personal, business, or financial relationships with any members of the evaluation committee or decision-makers involved in the selection process.

Authorized Signature:

I, Nicholas Schantz am authorized to submit this proposal on behalf of CVAG. By signing below, I affirm that I have the authority to commit the Consultant to the terms and conditions in this proposal.

Nicholas Schantz – 2/8/24 *Nick Schantz*

Statement of Truth:


The information provided in this proposal is accurate and complete to the best of our knowledge. We understand that any misrepresentation may lead to disqualification from consideration for the project.

Thank you for considering our proposal. We look forward to the opportunity to contribute to the success of CVAG.

Sincerely,

Nicholas Schantz – Owner and CEO – Veralink Corp. - Technology Management

Insurance and Current business standing

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/13/2023		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER ACW GROUP, LLC dba. AKAMINE CHRISTMAN WALL INSURANCE 77622 COUNTRY CLUB DR., SUITE N PALM DESERT, CA 92211			CONTACT NAME: BRETT HOSKINS PHONE: 888-821-5149 FAX: E-MAIL: bhoskins@acwgroup.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY FORGE INSURANCE COMPANY INSURER B: NATIONAL FIRE INSURANCE INSURER C: VALLEY FORGE INSURANCE COMPANY INSURER D: VALLEY FORGE INSURANCE COMPANY INSURER E: Mount Vernon Fire Insurance Company INSURER F:			
INSURED VERALINK CORPORATION PO BOX 6897 LA QUINTA CA 92248			MAIC #			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LINE	TYPE OF INSURANCE	ADDITIONAL INSURERS (IND. INVO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> IND. SECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		B 5092232635	03/20/23	03/20/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 10,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		6025704049	08/28/23	08/28/24	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS		6081666895	08/28/23	03/20/24	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL OTHERS ARE PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HR) If yes, describe scope of operations below	Y	6025728223	08/28/23	08/28/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability		PT 2001011	9/24/23	9/24/24	Per Claim \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
The Coachella Valley Association of Governments (CVAG) 74-199 El Paseo Suite 100 Palm Desert, CA 92260			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

VERALINK CORPORATION
(4614715)

Initial Filing Date 07/07/2020

Status Active

Standing - SOS Good

Standing - FTB Good

Standing - Agent Good

Standing - VCFCF Good

Formed In CALIFORNIA

Entity Type Stock

Corporation - CA - General

Principal Address 35751

GATEWAY DR

UNIT C315

PALM DESERT, CA 92211

Mailing Address 35751

GATEWAY DR

UNIT C315

PALM DESERT, CA 92211

Statement of Info Due Date

07/31/2024

Agent Individual

NICHOLAS SCHANTZ

35751 GATEWAY DR

UNIT C315

Firm Profile / Bio / Education / Experience

Nick Schantz

Owner & Senior Engineer

Nick started the VeraLink IT Support Team in 2006 in response to the need for concierge level IT services in the Coachella Valley. He received his certification from Microsoft in Computer Systems Engineering and Administration in 2006. Prior to his certification, Nick received his training at the University of California at Riverside in Systems Engineering. In addition, Nick received a Bachelor's of Arts in both Business Economics and Philosophy from the University of California at Santa Barbara. A native of the Coachella Valley and with a background in healthcare, Nick understands the needs and dynamics of Coachella Valley businesses. Supporting a wide range of industries from healthcare to hospitality, he along with his staff has the experience and reputation you can trust with your most vital information.

Ashly Cary

Lead Engineer

Ashly is an experienced and knowledgeable information technology professional with over 20 years of experience. He is well versed in computer networking and security, club and office management software, running large Zoom meetings, and the research and resolution of emergent issues. With a background in the hospitality industry, he is adept at constructing strong business relationships and offering excellent customer service to our clients. Ashly is an avid outdoorsman that enjoys painting, cooking, exploring and travelling with his wife.

Edgar Leon

Support Engineer

With an A+ CompTIA Certification, Edgar has over 5+ years of experience building and repairing Windows computers. He turned a hobby into a career and now manages our networks at Bermuda Dunes Country Club, The Springs Club, the Coachella Valley Association of Governments, and various medical offices around the valley. Edgar is fluent in both English and Spanish and is ready to assist you.

Professional References

The Vintage Club

- Contact: Catherine Butcher
- Email: CButcher@thevintageclub.com
- Website: www.thevintageclub.com
- Address: 75001 Vintage Dr W, Indian Wells, CA 92210
- Phone: (760) 340-0500

Grit Development

- Contact: Elly
- Email: Elly@gritps.com
- Phone: (760) 325-3050
- Address: 201 N. Palm Canyon, Suite 200, Palm Springs, CA 92262

Doug Wall Construction

- Contact: Shelly Baker
- Address: 78450 Avenue 41, Bermuda Dunes, CA 92203
- Office Phone: (760) 772-8446
- Fax: (760) 772-9407
- Email: info@dwallconst.com

Scope of work

1. Strategic Planning

- Provide input, guidance, and recommendations for CVAG's future hardware and general software needs.

2. User Support

- Support approximately 60 workstations/users.
- Provide on-request end-user support.
- Catalog, track, and maintain/troubleshoot computer desktops, laptops, and related IT services.
- Install, configure, and maintain standard desktop software applications.
- Conduct initial setup and training for new users and upgrades.

3. Responsive Technical Support

- Provide knowledgeable support during regular and after-business hours.
- Perform cloud backups nightly.
- Conduct routine server maintenance, including updates, event log checks, and antivirus updates.
- Maintain and repair hardware components.
- Install and maintain networking components.
- Offer 24/7 support with multiple agents available.
- Implement remote monitoring and management tools.
- Maintain audio/video equipment.
- Manage company emails and software applications.
- Maintain company domains and DNS records.
- Perform general maintenance tasks and disaster recovery strategies.
- Create and maintain data backups.
- Provide Domain/Active Directory management.
- Conduct hardware upgrades and replacements as needed.
- Maintain comprehensive IT system documentation.
- Provide regular performance reports and recommendations.

B. Network Infrastructure Management and Support

- Maintain and manage CVAG's network infrastructure, including hardware, firewalls, and switches.
- Ensure optimal performance and security of the network.
- Monitor and manage all servers, including updates and patches.
- Perform regular backups and ensure data recovery capabilities.

C. Security Services

- Implement and manage security protocols and policies.
- Ensure CVAG has adequate security measures to protect data, network, and technology.
- Prevent and address hacking attempts.
- Conduct security audits and vulnerability assessments.
- Provide antivirus and antimalware solutions.

D. Response Time

- Respond to and resolve IT-related issues promptly.
- Provide Service Level Agreements (SLA) for technical support and response times.
- 30 minutes or less for average response time

• Support calls will be taken within normal office hours (8:00 am to 5:00 pm Monday to Friday) however we are flexible. We understand you are open on the weekends and we always have an engineer on call for emergencies.

• Each call will be assigned to an engineer. Ashly Cary and Nick Schantz will be Providing Support. Contact numbers of multiple engineers will be supplied so that you have alternative engineers available to you to cover holiday periods and sickness.

- A call to site if required will be within 30 minutes. Average response time is less than 5 minutes. If your server goes down then you should expect to have an engineer working on a resolution within 30 minutes or less.
- Weekend / After Hours Support - This is not included in the support contract. However, our intention is to provide telephone/remote/onsite support via our mobile numbers for critical system problems such as faults with your main data server. If work or a site visit is then required there would be a minimum charge of 1 hour at our emergency rate of \$250 per hour. The weekend rate is 150% of the standard hourly on-site support rate (currently \$165/hour).

Cost of services

Criteria of cost analysis includes:

- Number of sites
- Number of servers
- Network type
- Number of PC's and peripherals
- Software applications installed and in use

The support contract is to cover your existing infrastructure by providing telephone support, remote assistance or on-site visits should a fault occur. If a fault leads to replacement hardware being supplied by OEM warranty then the labor element of this is included in your contract.

If there is no fault with your system and you are simply upgrading or adding to your Servers, PC's or peripherals then our involvement would be chargeable at \$165 per hour if the weekly prepaid hours have been depleted.

Any labor not covered under contract will be approved or issued a PO prior to work being performed.



**REQUEST FOR PROPOSALS
FOR
MANAGED IT SERVICES
ADDENDUM NO. 2**

Addendum Date: January 31, 2024

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposals (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have into their scope of services and cost proposal.

Note: All requirements of the RFP documents remain unchanged except as cited herein.

Questions & Requests:

The following are clarifications and responses to the questions received by the Coachella Valley Association of Governments (CVAG) as of 2:00 p.m., January 23, 2024.

1. **Question:** Which existing Microsoft 365 licenses do you already have? Please mention the exact count and type of license.

Response: 47 Microsoft 365 Business Standard licenses.

2. **Question:** What are the Total Number of users who need Managed Services?

Response: CVAG currently has 32 employees with 36 positions budgeted.

3. **Question:** What are the total numbers of Network devices? Please list all types of network devices in use along with a count of each.

Response: 4 servers; approximately 38 desktops, 18 laptops, 2 unmanaged network switches; 1 Cisco router; and 4 Wi-Fi access points.

4. **Question:** Please provide historical spending for these services.

Response: Historically, CVAG pays a base monthly amount and any additional services outside of the base amount result in hourly rates charged as negotiated with the service provider. Proposer shall propose a base monthly amount for managed services based upon a proposed hourly rate. Proposers shall specify the managed services and scope that are included in the base monthly amount and which services and scope are outside the base monthly amount and the hourly rates for these services; i.e., time and materials basis.

Additionally, CVAG's current MSP may purchase hardware and pays software subscriptions and license fees on CVAG's behalf and invoices CVAG monthly for reimbursement.

5. **Question:** Can you specify which of the following license functions you require in the quote versus ones you own and have deployed?
- Antivirus
 - Local data back-up
 - Cloud data back-up
 - Email filtering
 - Web filtering

Response: *The quote should include all of the license functions listed.*

6. **Question:** Please confirm CVAG would like an onsite presence two days per week from 8am to 5pm.

Response: *CVAG is seeking an onsite presence "availability" as needed up to two designated days per week during business hours to address any user support needs. Currently, CVAG's MSP is averaging approximately 10 hours per week to conduct onsite office walkthroughs to address reported user support requests or ad-hoc needs requested during the visit. Proposers shall propose a level of on-site presence to address user support needs on a weekly basis and include the cost as part of the base monthly fee or on an hourly basis and identify/itemize these on-site user support costs in the Fee Proposal.*

7. **Question:** Can you describe the audio/visual equipment to be maintained under this contract?

Response: *Each of our two meeting rooms use a wall-mounted TV, mini-pc, and Owl Labs webcam for teleconferencing. Our reception area has two wall-mounted TVs.*

8. **Question:** The RFP mentions 60 workstations but only 31 employees. Do the 60 workstations include tablets, etc. or are there 60 desktops that need to be supported?

Response: *The count includes active and inactive desktops and laptops.*

9. **Question:** Section V.A.3. User Support - Has Coachella implemented the Xcitium product and expect the vendor to use this or is the client open to recommendations for remote monitoring and management?

Response: *Xcitium is use by the current MSP (Veralink) for remote monitoring. Proposers may recommend and propose remote monitoring products and management.*

10. **Question:** Section V.A.3. User Support - Can you be more specific about what support is expected for the software listed? 'Support company environment and software, e.g., Teams, SharePoint, Eden, Esri, ArcGIS, KnowBe3 applications.'

Response: *These are 3rd party products/applications procured and used by CVAG to support general operations and applications needs. The MSP shall provide services for software updates, trouble-shooting, installation, training, etc.*

11. **Question:** Section V.A.3. User Support - Are all products/tools procured and paid for by Coachella Valley Association of Governments or is the Managed Services vendor expected to procure and provide payment?

Response: *CVAG's current MSP (Veralink) pays for approved products and tools and receives a reimbursement from CVAG for the cost.*

12. **Question:** Section V.C. Security Services - Does Coachella provide a tool for the requested assessments? 'Conduct regular security audits and vulnerability assessments.'
'Provide antivirus and antimalware solutions'

Response: Our current MSP uses Xcitium (3rd party tool) for remote monitoring and Windows / 3rd party software updates. KnowBe4 is used for reporting phishing attempts and training staff on how to identify them.

13. **Question:** Please clarify if this is a deliverable based contract or time and materials-based contract?

Response: CVAG pays a base monthly amount and any additional services outside of the base amount result in hourly rates charged as negotiated. Proposer shall propose a base monthly amount for managed services based upon a proposed hourly rate. Proposers shall specify the managed services and scope that are included in the base monthly amount and which services and scope are outside the base monthly amount and the hourly rates for these services; i.e., time and materials basis.

Additionally, CVAG's current MSP purchases hardware and pays software subscriptions and license fees on CVAG's behalf and invoices CVAG monthly for reimbursement.

14. **Question:** Is there an incumbent on the contract? If yes, could you please let us know the incumbent name and spending done on contract so far?

Response: CVAG currently contracts with Veralink for managed IT services. Monthly service hours and exceedance rates are the result of negotiation.

Additionally, CVAG's current MSP purchases hardware and pays for software subscriptions on CVAG's behalf and invoices CVAG monthly for reimbursement. CVAG has a July 1st to June 30 fiscal year. For the period 7/01/2023 through 12/28/2023 approximately \$43,000 has been paid for managed IT service and includes software subscriptions expenses. CVAG's IT Services budget for Fiscal Year 2023-2024 is \$55,369 inclusive of MSP services and any software subscriptions. The following is a link to CVAG's 2023-2024 Annual Budget.

https://cvag.org/library/pdf_files/admin/CVAG%20Financials%20Reports%20FY_2023_2024/CVAG_Budget_2023-24.pdf

15. **Question:** What is the total number of man hours required for this project?

Response: Proposers shall specify the proposed services, hours, and hourly rates.

16. **Question:** What is the total number of resources which the client is expecting to work on this project? Please let us know their position name (s) and maximum hourly rate(s)?

Response: Proposers shall specify their proposed staff resources, their assigned service(s) and position titles, and hourly rates.

17. **Question:** If only one candidate is required, can we propose multiple candidates as options (if one resource is unavailable post award, we can still go ahead with an alternate resource)?

Response: Yes, multiple candidates can be proposed. CVAG will be evaluating proposals based on the qualification and experience of the proposed project candidate(s)/team and responsibilities/hourly rates.

18. **Question:** Could the agency please confirm if remote monitoring can be done on the dashboard or if it needs 24/7 support.

Response: *Remote monitoring can be performed through the currently implemented dashboard (Xcitium).*

19. **Question:** Please specify whether the agency needs support with respect to which technology /cloud.

Response: *CVAG's business applications are generally SaaS/subscription software applications.*

20. **Question:** Please clarify if any hardware support is required.

Response: *Yes, troubleshooting and maintenance, routine cleaning of the servers, and replacing parts as needed for workstations.*

21. **Question:** Could you please share the job descriptions for each position needed to be staffed by vendors?

Response: *Proposers shall specify their proposed managed services and job descriptions/responsibilities.*

22. **Question:** Is there any budget allocated for this contract? If yes, can you please let us know the same?

Response: *A budget per your proposal for the scope of work described in the RFP. CVAG has a July 1st to June 30 fiscal year. CVAG's IT Services budget for Fiscal Year 2023-2024 is \$55,369 inclusive of MSP services and any software subscriptions. The following is a link to CVAG's 2023-2024 Annual Budget.*

https://cvag.org/library/pdf_files/admin/CVAG%20Financials%20Reports%20FY_2023_2024/CVAG_Budget_2023-24.pdf

CVAG is currently preparing the Fiscal Year 2024-2025 budget that will be formally approved and adopted in June 2024.

23. **Question:** What is the maximum hourly rate we can propose for this project?

Response: *Proposers shall propose managed services and associated hourly rates.*

24. **Question:** Is the work entirely onsite or can it be done remotely to some extent?

Response: *CVAG does not have an expectation that the work would be entirely onsite. Proposers shall identify the proposed managed services and scope and whether the services are remote or onsite, or a combination of both.*

25. **Question:** Please clarify if sample resumes will work for now.

Response: *Proposers shall specify the proposed staffing resources to provide the proposed managed services and include resumes. Please refer to the submission requirements in the RFP.*

26. **Question:** Could the agency please clarify if the proposed candidates are not available at the time of the award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Response: *If approved by CVAG.*

27. **Question:** If we are shortlisted for an interview and if our proposed personnel are not available at that time, can we propose alternate resources for the interview?

Response: *If approved by CVAG.*

28. **Question:** Mobile devices: How many Android based devices are in use currently: Android Phones? Android Tablets?

Response: *Any Android mobile devices are the personal property of CVAG employees. The current MSP does not manage these other than setting up CVAG email profiles.*

29. **Question:** Mobile devices: How many iOS based devices are in use currently: iOS Phones? iOS tablets?

Response: *Refer to the response above for Question No. 28. The current MSP does not manage these other than setting up CVAG email profiles.*

30. **Question:** Mobile devices: What MDM application is used to manage mobile devices? If there is not one in use, does CVAG expect contractor to provide a solution?

Response: *The current MSP does not manage mobile devices.*

31. **Question:** Mobile devices: Are the managed mobile devices owned by the organization or are they personal devices?

Response: *Personal devices.*

32. **Question:** Please describe the typical onboarding task related to cell phones.

Response: *All cell phones are personal and owned by the employee.*

33. **Question:** Servers: The RFP mentions 4 Windows services: Is server virtualization in use at CVAG? If server virtualization is in use: What solution is used for the virtualization (VMware/Hyper-V, etc.)? How many physical hosts are in use? How many virtual machines (VMs) are on each physical host? Are there any physical servers (not virtualized)? How many?

Response: *No virtualization in use. ESSserver (main file server) planned for virtualization.*

34. **Question:** Of the 3 locations listed in the RFP, where are the servers located? How many servers are located at each of these locations? What is the general age of the servers?

Response: *All servers are located at CVAG's main office at 74-199 El Paseo Drive, Suite 100, Palm Desert, CA 92260.*

35. **Question:** Workstations: The RFP lists 60 computers / workstations – How many are laptops; desktops, Windows Tablets? What is the general age of the workstations?

Response: *Approximately 38 desktops, 18 laptops, and 4 servers. Ages range from new to 5 years.*

36. **Question:** Physical Security: Is there any kind of surveillance camera system in use? If so, is the new IT MSP going to support the system or is there a 3rd party providing support? How many cameras are in use? What is the current size of the video recordings? How long are recordings retained, and how are they stored and backed up?

Response: *Security keypad installed on server room door. Building surveillance cameras are in use and managed separately by the building property management.*

37. **Question:** Physical Security: Is there any kind of facility access control system in use? If so: Is the new IT MSP going to support the system or is there a 3rd party providing support? What brand / system is being used?

Response: *Building access control is in use and managed separately. MSP is responsible for access control to the server room.*

38. **Question:** Staff: The RFP state 31 employees will be supported under the RFP contract. How many of the staff are fully remote? How many are partially remote?

Response: *About 10 fully remote. Nearly all employees are on site full-time with the ability to work remotely as needed.*

39. **Question:** Remote access: When staff work remote, what VPN software or remote access software is currently in use?

Response: *RemotePC with MFA.*

40. **Question:** Firewalls: How many Firewalls are there? Where are the firewalls located? What brand are the firewalls? Are there any additional firewalls? If so, where are they located?

Response: *Cisco in the server room. Xcitium software firewall.*

41. **Question:** What SPAM filtering solution is in use?

Response: *Microsoft 365.*

42. **Question:** Multi-factor Authentication: Do CVAG currently use MFA for securing access to systems and/or services? Which MFA solution is in use? Will all staff have cell phones for an MFA app or would CVAG purchase tokens or other access devices?

Response: *Yes. Cisco Duo, Microsoft Authenticator, and RemotePC's built-in MFA are currently used.*

43. **Question:** Locations: The RFP list the locations as CVAG Main Office, CVAG Traffic Management Center, CVAG Coachella Valley Housing First Program. Are there any other locations that would need to be supported (please include addresses)?

Response: *No, not at this time.*

44. **Question:** Does the organization currently outsource any technology services to other vendors (phones, printers, security, etc.)?

Response: *Yes. Phone/Internet is serviced by Time Warner and printers are serviced by Canon.*

45. **Question:** Backups: Is there currently a backup system in use? If so, what backup method is currently in place? What is the frequency of backups? What is the size of the backup currently? Are the backups going off-site? If so, what is the method (manual rotation, cloud sync, etc.)? What (if any) third-party software is being used to backup data? Has CVAG completed a restorability test in the last year?

Response: *iDrive – 700GB per month off-site encrypted 512bit encryption – insured for \$1M.*

46. **Question:** The RFP indicates the new MSP will “Maintain Audio/Video equipment”. Can you elaborate on the expectations for this and describe the type of equipment that is in use?

Response: *Refer to the response to Question 7.*

47. **Question:** Current IT Support: Are there any CVAG staff dedicated to IT? How long has Veralink been supporting CVAG? Is the current provider expected to submit a response to this RFP?

Response: *CVAG currently does not have staff dedicated to IT. CVAG has contracted with Veralink for managed IT services since 2017. CVAG welcomes proposals from any qualified MSP.*

Acknowledgement: **Proposers must acknowledge** receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included in the appendices section of the Technical Proposal.

Authorized
Signature:

Nick Schantz

Date: 2/15/24

Company: Veralink Corp.



**REQUEST FOR PROPOSALS
FOR
MANAGED IT SERVICES
ADDENDUM NO. 1**

Addendum Date: January 26, 2024

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposals (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have into their scope of services and cost proposal.

Note: All requirements of the RFP documents remain unchanged except as cited herein.

Extension of the Deadline of Proposals:

The Coachella Valley Association of Governments (CVAG) is extending the deadline for receiving proposals in response to the Request for Proposals for Managed IT Services by one week.

Proposals shall be received no later than 2:00 p.m. PST on Thursday, February 8, 2024.

Questions & Requests:

CVAG is extending the date for posting the Addendum with the clarifications and responses to the questions received by CVAG as of 2:00 p.m. on January 23, 2024. The questions received and responses will be provided in a second addendum by **Wednesday, January 31, 2024**.

Please refer to the updated schedule of RFP events below.

ACTION	DATE
1. Release of Request for Proposals • Post to cvaq.org	January 8, 2024
2. Deadline to Email Questions • Email to procurement@cvaq.org	January 23, 2024 (2:00 p.m. PST)
3. Responses to Questions via Addendum • Post to cvaq.org	January 31, 2024
4. Deadline for Receipt of Proposals • Email to amcmillen@cvaq.org	February 8, 2024 (2:00 p.m. PST)
5. Evaluate Proposals	February 22, 2024

ACTION	DATE
6. Potential Finalist Interviews (Proposers are to hold these dates until confirmed)	February 27-29, 2024
7. Expected Contract Award	March/April 2024

Acknowledgement: Proposers must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included in the appendices section of the Technical Proposal.

Authorized
Signature:

Nick Schantz

Date: 2/15/24

Company: VeraLink Corp.



Technology Management

Proposal for Monthly IT Support Contract

We are thrilled to submit the following proposal for your consideration regarding IT support services. At Veralink we understand the critical role that reliable IT infrastructure plays in the success of your business. Our aim is to provide comprehensive and dependable IT support tailored to your specific needs.

Scope of Services:

- 8 hours per week of IT support
- Reduced contract rate of \$150 per hour for 52 weeks
- 4 hours per day onsite on Tuesdays and Thursdays
- All IT needs as described in the proposal
- On-call afterhours support available at a rate of \$250 per hour

Not-to-exceed Annual Amount and Term of the Contract:

- The annual contract amount will not exceed \$62,400 ($\$150 \text{ per hour} * 8 \text{ hours} * 52 \text{ weeks}$).

- Included Services in the Monthly Base Amount: Refer to Proposal

- Onsite support on Tuesdays and Thursdays
- Remote assistance and troubleshooting
- System maintenance and updates
- Hardware and software installation
- Network monitoring and security management
- Regular performance assessments and recommendations for improvement

Hourly Rates for Additional Services:

- Any services beyond the allocated 8 hours per week will be billed at the normal hourly rate of \$165 per hour.
- On-call afterhours support will be charged at a rate of \$250 per hour.

We assure you of our commitment to delivering prompt and reliable IT support to ensure the smooth operation of your business. Our team of experienced professionals stands ready to address any IT challenges you may encounter swiftly and effectively.

Should you have any questions or require further clarification, please do not hesitate to contact us. We eagerly anticipate the opportunity to serve your IT needs and contribute to your business's success.

Thank you for considering Veralink as your trusted IT partner.

Sincerely,

Nick Schantz – CEO – Veralink Corp.

PROFESSIONAL SERVICES CONTRACT
between
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
VERALINK CORPORATION

THIS AGREEMENT is made and effective as of **April 29, 2024** between the Coachella Valley Association of Governments ("CVAG") and Veralink 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 **May 1, 2024** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 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 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 **PROFESSIONAL MANAGED IT SERVICES** consistent with the provisions of the Request for Proposals released on January 8, 2024, (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 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)

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 **\$80,080.00** 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:	Executive Director Coachella Valley Association of Governments 73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260
----------	---

To Consultant:	Nicholas Schantz Veralink Corporation 48603 Renewal Street Indio, CA 92201
----------------	---

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

VERALINK CORPORATION

By: _____
Nicholas Schantz, CEO

EXHIBIT "A"
SCOPE OF WORK

See following pages.

Scope of work

1. Strategic Planning

- Provide input, guidance, and recommendations for CVAG's future hardware and general software needs.

2. User Support

- Support approximately 60 workstations/users.
- Provide on-request end-user support.
- Catalog, track, and maintain/troubleshoot computer desktops, laptops, and related IT services.
- Install, configure, and maintain standard desktop software applications.
- Conduct initial setup and training for new users and upgrades.

3. Responsive Technical Support

- Provide knowledgeable support during regular and after-business hours.
- Perform cloud backups nightly.
- Conduct routine server maintenance, including updates, event log checks, and antivirus updates.
- Maintain and repair hardware components.
- Install and maintain networking components.
- Offer 24/7 support with multiple agents available.
- Implement remote monitoring and management tools.
- Maintain audio/video equipment.
- Manage company emails and software applications.
- Maintain company domains and DNS records.
- Perform general maintenance tasks and disaster recovery strategies.
- Create and maintain data backups.
- Provide Domain/Active Directory management.
- Conduct hardware upgrades and replacements as needed.
- Maintain comprehensive IT system documentation.
- Provide regular performance reports and recommendations.

B. Network Infrastructure Management and Support

- Maintain and manage CVAG's network infrastructure, including hardware, firewalls, and switches.
- Ensure optimal performance and security of the network.
- Monitor and manage all servers, including updates and patches.
- Perform regular backups and ensure data recovery capabilities.

C. Security Services

- Implement and manage security protocols and policies.
- Ensure CVAG has adequate security measures to protect data, network, and technology.
- Prevent and address hacking attempts.
- Conduct security audits and vulnerability assessments.
- Provide antivirus and antimalware solutions.

D. Response Time

- Respond to and resolve IT-related issues promptly.
- Provide Service Level Agreements (SLA) for technical support and response times.
- 30 minutes or less for average response time

• Support calls will be taken within normal office hours (8:00 am to 5:00 pm Monday to Friday) however we are flexible. We understand you are open on the weekends and we always have an engineer on call for emergencies.

• Each call will be assigned to an engineer. Ashly Cary and Nick Schantz will be Providing Support. Contact numbers of multiple engineers will be supplied so that you have alternative engineers available to you to cover holiday periods and sickness.

EXHIBIT “B”

PRICE FORMULA

Scope of Services

- 8 hours per week of IT support
- Reduced contract rate of \$150 per hour for 52 weeks
- 4 hours per day onsite on Tuesdays and Thursdays
- All IT needs as described in the proposal
- On-call afterhours support available at a rate of \$250 per hour

Not-to-exceed Annual Amount and Term of the Contract:

- The annual contract amount will not exceed \$62,400 (\$150 per hour * 8 hours * 52 weeks). Monthly Base Amount not to exceed \$5,200

Included Services in the Monthly Base Amount: Refer to Proposal on following pages.

- Onsite support on Tuesdays and Thursdays
- Remote assistance and troubleshooting
- System maintenance and updates
- Hardware and software installation
- Network monitoring and security management
- Regular performance assessments and recommendations for improvement

Hourly Rates for Additional Services:

- Any services beyond the allocated 8 hours per week will be billed at the normal hourly rate of \$165 per hour.
- On-call afterhours support will be charged at a rate of \$250 per hour.

Price Formula Summary:

Monthly Base Amount:	\$5,200
Annual Base Amount:	\$62,400
Prorated Amount for May -June 2024:	\$10,400
Plus 10% Contingency Amount:	<u>\$1,040</u>
May/June 2024 Subtotal:	\$11,440
Annual Base Amount FY24/25:	\$62,400
Plus 10% Contingency Amount:	\$ 6,240
FY/24/25 Subtotal:	\$68,640
Total Amount through June 30, 2025:	\$80,080

Nick Schantz M.C.S.E. +Sec.

Nick@VeraLink.com

VeraLink, Corp *Technology Management*

PH. 760-260-3075

FX. 760-578-0033

Information Technology Support Proposal

Produced for CVAG

Erica Felci, Chief Operating Officer

 *VERALINK*
Technology Management

Consultant Identification:

Name of Consultant: Nicholas Schantz Business Name: VeraLink Corp.

Address: 48603 Renewal St. Indio CA 92201

Subcontractor Details:

In the course of executing this project, we may engage the services of subcontractors. Details of subcontractors will be provided upon request and will comply with all contractual obligations.

Acknowledgment of RFP Addenda:

We at Veralink acknowledge receipt of all addenda related to the RFP for CVAG. Our proposal takes into consideration all information provided in the RFP and any subsequent addenda.

Validity Statement:

This proposal is valid for a period of 180 days from the submission deadline, as specified in the RFP.

No Personal/Business/Financial Relationships:

To the best of our knowledge, neither myself or any of the Veralink Team have any personal, business, or financial relationships with any members of the evaluation committee or decision-makers involved in the selection process.

Authorized Signature:

I, Nicholas Schantz am authorized to submit this proposal on behalf of CVAG. By signing below, I affirm that I have the authority to commit the Consultant to the terms and conditions in this proposal.

Nicholas Schantz – 2/8/24 *Nick Schantz*

Statement of Truth:


The information provided in this proposal is accurate and complete to the best of our knowledge. We understand that any misrepresentation may lead to disqualification from consideration for the project.

Thank you for considering our proposal. We look forward to the opportunity to contribute to the success of CVAG.

Sincerely,

Nicholas Schantz – Owner and CEO – Veralink Corp. - Technology Management

Insurance and Current business standing

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/13/2023		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER ACW GROUP, LLC dba. AKAMINE CHRISTMAN WALL INSURANCE 77622 COUNTRY CLUB DR., SUITE N PALM DESERT, CA 92211			CONTACT NAME: BRETT HOSKINS PHONE: 888-821-5149 FAX: (888) 821-5149 E-MAIL: bhoskins@acwgroup.com ADDRESS:			
INSURED VERALINK CORPORATION PO BOX 6897 LA QUINTA CA 92248			INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY FORGE INSURANCE COMPANY INSURER B: NATIONAL FIRE INSURANCE INSURER C: VALLEY FORGE INSURANCE COMPANY INSURER D: VALLEY FORGE INSURANCE COMPANY INSURER E: Mount Vernon Fire Insurance Company INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LINE	TYPE OF INSURANCE	ADDITIONAL INSURERS (IND. INVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> IND. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		B 5092232635	03/20/23	03/20/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 10,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		6025704049	08/28/23	08/28/24	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS		6081666895	08/28/23	03/20/24	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL OTHERS ARE PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HR) If yes, describe scope of operations below	Y	6025728223	08/28/23	08/28/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability		PT 2001011	9/24/23	9/24/24	Per Claim \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
The Coachella Valley Association of Governments (CVAG) 74-199 El Paseo Suite 100 Palm Desert, CA 92260			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

VERALINK CORPORATION
(4614715)

Initial Filing Date 07/07/2020

Status Active

Standing - SOS Good

Standing - FTB Good

Standing - Agent Good

Standing - VCFCF Good

Formed In CALIFORNIA

Entity Type Stock

Corporation - CA - General

Principal Address 35751

GATEWAY DR

UNIT C315

PALM DESERT, CA 92211

Mailing Address 35751

GATEWAY DR

UNIT C315

PALM DESERT, CA 92211

Statement of Info Due Date

07/31/2024

Agent Individual

NICHOLAS SCHANTZ

35751 GATEWAY DR

UNIT C315

Firm Profile / Bio / Education / Experience

Nick Schantz

Owner & Senior Engineer

Nick started the VeraLink IT Support Team in 2006 in response to the need for concierge level IT services in the Coachella Valley. He received his certification from Microsoft in Computer Systems Engineering and Administration in 2006. Prior to his certification, Nick received his training at the University of California at Riverside in Systems Engineering. In addition, Nick received a Bachelor's of Arts in both Business Economics and Philosophy from the University of California at Santa Barbara. A native of the Coachella Valley and with a background in healthcare, Nick understands the needs and dynamics of Coachella Valley businesses. Supporting a wide range of industries from healthcare to hospitality, he along with his staff has the experience and reputation you can trust with your most vital information.

Ashly Cary

Lead Engineer

Ashly is an experienced and knowledgeable information technology professional with over 20 years of experience. He is well versed in computer networking and security, club and office management software, running large Zoom meetings, and the research and resolution of emergent issues. With a background in the hospitality industry, he is adept at constructing strong business relationships and offering excellent customer service to our clients. Ashly is an avid outdoorsman that enjoys painting, cooking, exploring and travelling with his wife.

Edgar Leon

Support Engineer

With an A+ CompTIA Certification, Edgar has over 5+ years of experience building and repairing Windows computers. He turned a hobby into a career and now manages our networks at Bermuda Dunes Country Club, The Springs Club, the Coachella Valley Association of Governments, and various medical offices around the valley. Edgar is fluent in both English and Spanish and is ready to assist you.

Professional References

The Vintage Club

- Contact: Catherine Butcher
- Email: CButcher@thevintageclub.com
- Website: www.thevintageclub.com
- Address: 75001 Vintage Dr W, Indian Wells, CA 92210
- Phone: (760) 340-0500

Grit Development

- Contact: Elly
- Email: Elly@gritps.com
- Phone: (760) 325-3050
- Address: 201 N. Palm Canyon, Suite 200, Palm Springs, CA 92262

Doug Wall Construction

- Contact: Shelly Baker
- Address: 78450 Avenue 41, Bermuda Dunes, CA 92203
- Office Phone: (760) 772-8446
- Fax: (760) 772-9407
- Email: info@dwallconst.com

Scope of work

1. Strategic Planning

- Provide input, guidance, and recommendations for CVAG's future hardware and general software needs.

2. User Support

- Support approximately 60 workstations/users.
- Provide on-request end-user support.
- Catalog, track, and maintain/troubleshoot computer desktops, laptops, and related IT services.
- Install, configure, and maintain standard desktop software applications.
- Conduct initial setup and training for new users and upgrades.

3. Responsive Technical Support

- Provide knowledgeable support during regular and after-business hours.
- Perform cloud backups nightly.
- Conduct routine server maintenance, including updates, event log checks, and antivirus updates.
- Maintain and repair hardware components.
- Install and maintain networking components.
- Offer 24/7 support with multiple agents available.
- Implement remote monitoring and management tools.
- Maintain audio/video equipment.
- Manage company emails and software applications.
- Maintain company domains and DNS records.
- Perform general maintenance tasks and disaster recovery strategies.
- Create and maintain data backups.
- Provide Domain/Active Directory management.
- Conduct hardware upgrades and replacements as needed.
- Maintain comprehensive IT system documentation.
- Provide regular performance reports and recommendations.

B. Network Infrastructure Management and Support

- Maintain and manage CVAG's network infrastructure, including hardware, firewalls, and switches.
- Ensure optimal performance and security of the network.
- Monitor and manage all servers, including updates and patches.
- Perform regular backups and ensure data recovery capabilities.

C. Security Services

- Implement and manage security protocols and policies.
- Ensure CVAG has adequate security measures to protect data, network, and technology.
- Prevent and address hacking attempts.
- Conduct security audits and vulnerability assessments.
- Provide antivirus and antimalware solutions.

D. Response Time

- Respond to and resolve IT-related issues promptly.
- Provide Service Level Agreements (SLA) for technical support and response times.
- 30 minutes or less for average response time

• Support calls will be taken within normal office hours (8:00 am to 5:00 pm Monday to Friday) however we are flexible. We understand you are open on the weekends and we always have an engineer on call for emergencies.

• Each call will be assigned to an engineer. Ashly Cary and Nick Schantz will be Providing Support. Contact numbers of multiple engineers will be supplied so that you have alternative engineers available to you to cover holiday periods and sickness.

- A call to site if required will be within 30 minutes. Average response time is less than 5 minutes. If your server goes down then you should expect to have an engineer working on a resolution within 30 minutes or less.
- Weekend / After Hours Support - This is not included in the support contract. However, our intention is to provide telephone/remote/onsite support via our mobile numbers for critical system problems such as faults with your main data server. If work or a site visit is then required there would be a minimum charge of 1 hour at our emergency rate of \$250 per hour. The weekend rate is 150% of the standard hourly on-site support rate (currently \$165/hour).

Cost of services

Criteria of cost analysis includes:

- Number of sites
- Number of servers
- Network type
- Number of PC's and peripherals
- Software applications installed and in use

The support contract is to cover your existing infrastructure by providing telephone support, remote assistance or on-site visits should a fault occur. If a fault leads to replacement hardware being supplied by OEM warranty then the labor element of this is included in your contract.

If there is no fault with your system and you are simply upgrading or adding to your Servers, PC's or peripherals then our involvement would be chargeable at \$165 per hour if the weekly prepaid hours have been depleted.

Any labor not covered under contract will be approved or issued a PO prior to work being performed.



**REQUEST FOR PROPOSALS
FOR
MANAGED IT SERVICES
ADDENDUM NO. 2**

Addendum Date: January 31, 2024

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposals (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have into their scope of services and cost proposal.

Note: All requirements of the RFP documents remain unchanged except as cited herein.

Questions & Requests:

The following are clarifications and responses to the questions received by the Coachella Valley Association of Governments (CVAG) as of 2:00 p.m., January 23, 2024.

1. **Question:** Which existing Microsoft 365 licenses do you already have? Please mention the exact count and type of license.

Response: 47 Microsoft 365 Business Standard licenses.

2. **Question:** What are the Total Number of users who need Managed Services?

Response: CVAG currently has 32 employees with 36 positions budgeted.

3. **Question:** What are the total numbers of Network devices? Please list all types of network devices in use along with a count of each.

Response: 4 servers; approximately 38 desktops, 18 laptops, 2 unmanaged network switches; 1 Cisco router; and 4 Wi-Fi access points.

4. **Question:** Please provide historical spending for these services.

Response: Historically, CVAG pays a base monthly amount and any additional services outside of the base amount result in hourly rates charged as negotiated with the service provider. Proposer shall propose a base monthly amount for managed services based upon a proposed hourly rate. Proposers shall specify the managed services and scope that are included in the base monthly amount and which services and scope are outside the base monthly amount and the hourly rates for these services; i.e., time and materials basis.

Additionally, CVAG's current MSP may purchase hardware and pays software subscriptions and license fees on CVAG's behalf and invoices CVAG monthly for reimbursement.

5. **Question:** Can you specify which of the following license functions you require in the quote versus ones you own and have deployed?
- Antivirus
 - Local data back-up
 - Cloud data back-up
 - Email filtering
 - Web filtering

Response: *The quote should include all of the license functions listed.*

6. **Question:** Please confirm CVAG would like an onsite presence two days per week from 8am to 5pm.

Response: *CVAG is seeking an onsite presence "availability" as needed up to two designated days per week during business hours to address any user support needs. Currently, CVAG's MSP is averaging approximately 10 hours per week to conduct onsite office walkthroughs to address reported user support requests or ad-hoc needs requested during the visit. Proposers shall propose a level of on-site presence to address user support needs on a weekly basis and include the cost as part of the base monthly fee or on an hourly basis and identify/itemize these on-site user support costs in the Fee Proposal.*

7. **Question:** Can you describe the audio/visual equipment to be maintained under this contract?

Response: *Each of our two meeting rooms use a wall-mounted TV, mini-pc, and Owl Labs webcam for teleconferencing. Our reception area has two wall-mounted TVs.*

8. **Question:** The RFP mentions 60 workstations but only 31 employees. Do the 60 workstations include tablets, etc. or are there 60 desktops that need to be supported?

Response: *The count includes active and inactive desktops and laptops.*

9. **Question:** Section V.A.3. User Support - Has Coachella implemented the Xcitium product and expect the vendor to use this or is the client open to recommendations for remote monitoring and management?

Response: *Xcitium is use by the current MSP (Veralink) for remote monitoring. Proposers may recommend and propose remote monitoring products and management.*

10. **Question:** Section V.A.3. User Support - Can you be more specific about what support is expected for the software listed? 'Support company environment and software, e.g., Teams, SharePoint, Eden, Esri, ArcGIS, KnowBe3 applications.'

Response: *These are 3rd party products/applications procured and used by CVAG to support general operations and applications needs. The MSP shall provide services for software updates, trouble-shooting, installation, training, etc.*

11. **Question:** Section V.A.3. User Support - Are all products/tools procured and paid for by Coachella Valley Association of Governments or is the Managed Services vendor expected to procure and provide payment?

Response: *CVAG's current MSP (Veralink) pays for approved products and tools and receives a reimbursement from CVAG for the cost.*

12. **Question:** Section V.C. Security Services - Does Coachella provide a tool for the requested assessments? 'Conduct regular security audits and vulnerability assessments.'
'Provide antivirus and antimalware solutions'

Response: Our current MSP uses Xcitium (3rd party tool) for remote monitoring and Windows / 3rd party software updates. KnowBe4 is used for reporting phishing attempts and training staff on how to identify them.

13. **Question:** Please clarify if this is a deliverable based contract or time and materials-based contract?

Response: CVAG pays a base monthly amount and any additional services outside of the base amount result in hourly rates charged as negotiated. Proposer shall propose a base monthly amount for managed services based upon a proposed hourly rate. Proposers shall specify the managed services and scope that are included in the base monthly amount and which services and scope are outside the base monthly amount and the hourly rates for these services; i.e., time and materials basis.

Additionally, CVAG's current MSP purchases hardware and pays software subscriptions and license fees on CVAG's behalf and invoices CVAG monthly for reimbursement.

14. **Question:** Is there an incumbent on the contract? If yes, could you please let us know the incumbent name and spending done on contract so far?

Response: CVAG currently contracts with Veralink for managed IT services. Monthly service hours and exceedance rates are the result of negotiation.

Additionally, CVAG's current MSP purchases hardware and pays for software subscriptions on CVAG's behalf and invoices CVAG monthly for reimbursement. CVAG has a July 1st to June 30 fiscal year. For the period 7/01/2023 through 12/28/2023 approximately \$43,000 has been paid for managed IT service and includes software subscriptions expenses. CVAG's IT Services budget for Fiscal Year 2023-2024 is \$55,369 inclusive of MSP services and any software subscriptions. The following is a link to CVAG's 2023-2024 Annual Budget.

https://cvag.org/library/pdf_files/admin/CVAG%20Financials%20Reports%20FY_2023_2024/CVAG_Budget_2023-24.pdf

15. **Question:** What is the total number of man hours required for this project?

Response: Proposers shall specify the proposed services, hours, and hourly rates.

16. **Question:** What is the total number of resources which the client is expecting to work on this project? Please let us know their position name (s) and maximum hourly rate(s)?

Response: Proposers shall specify their proposed staff resources, their assigned service(s) and position titles, and hourly rates.

17. **Question:** If only one candidate is required, can we propose multiple candidates as options (if one resource is unavailable post award, we can still go ahead with an alternate resource)?

Response: Yes, multiple candidates can be proposed. CVAG will be evaluating proposals based on the qualification and experience of the proposed project candidate(s)/team and responsibilities/hourly rates.

18. **Question:** Could the agency please confirm if remote monitoring can be done on the dashboard or if it needs 24/7 support.

Response: *Remote monitoring can be performed through the currently implemented dashboard (Xcitium).*

19. **Question:** Please specify whether the agency needs support with respect to which technology /cloud.

Response: *CVAG's business applications are generally SaaS/subscription software applications.*

20. **Question:** Please clarify if any hardware support is required.

Response: *Yes, troubleshooting and maintenance, routine cleaning of the servers, and replacing parts as needed for workstations.*

21. **Question:** Could you please share the job descriptions for each position needed to be staffed by vendors?

Response: *Proposers shall specify their proposed managed services and job descriptions/responsibilities.*

22. **Question:** Is there any budget allocated for this contract? If yes, can you please let us know the same?

Response: *A budget per your proposal for the scope of work described in the RFP. CVAG has a July 1st to June 30 fiscal year. CVAG's IT Services budget for Fiscal Year 2023-2024 is \$55,369 inclusive of MSP services and any software subscriptions. The following is a link to CVAG's 2023-2024 Annual Budget.*

https://cvag.org/library/pdf_files/admin/CVAG%20Financials%20Reports%20FY_2023_2024/CVAG_Budget_2023-24.pdf

CVAG is currently preparing the Fiscal Year 2024-2025 budget that will be formally approved and adopted in June 2024.

23. **Question:** What is the maximum hourly rate we can propose for this project?

Response: *Proposers shall propose managed services and associated hourly rates.*

24. **Question:** Is the work entirely onsite or can it be done remotely to some extent?

Response: *CVAG does not have an expectation that the work would be entirely onsite. Proposers shall identify the proposed managed services and scope and whether the services are remote or onsite, or a combination of both.*

25. **Question:** Please clarify if sample resumes will work for now.

Response: *Proposers shall specify the proposed staffing resources to provide the proposed managed services and include resumes. Please refer to the submission requirements in the RFP.*

26. **Question:** Could the agency please clarify if the proposed candidates are not available at the time of the award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Response: *If approved by CVAG.*

27. **Question:** If we are shortlisted for an interview and if our proposed personnel are not available at that time, can we propose alternate resources for the interview?

Response: *If approved by CVAG.*

28. **Question:** Mobile devices: How many Android based devices are in use currently: Android Phones? Android Tablets?

Response: *Any Android mobile devices are the personal property of CVAG employees. The current MSP does not manage these other than setting up CVAG email profiles.*

29. **Question:** Mobile devices: How many iOS based devices are in use currently: iOS Phones? iOS tablets?

Response: *Refer to the response above for Question No. 28. The current MSP does not manage these other than setting up CVAG email profiles.*

30. **Question:** Mobile devices: What MDM application is used to manage mobile devices? If there is not one in use, does CVAG expect contractor to provide a solution?

Response: *The current MSP does not manage mobile devices.*

31. **Question:** Mobile devices: Are the managed mobile devices owned by the organization or are they personal devices?

Response: *Personal devices.*

32. **Question:** Please describe the typical onboarding task related to cell phones.

Response: *All cell phones are personal and owned by the employee.*

33. **Question:** Servers: The RFP mentions 4 Windows services: Is server virtualization in use at CVAG? If server virtualization is in use: What solution is used for the virtualization (VMware/Hyper-V, etc.)? How many physical hosts are in use? How many virtual machines (VMs) are on each physical host? Are there any physical servers (not virtualized)? How many?

Response: *No virtualization in use. ESSserver (main file server) planned for virtualization.*

34. **Question:** Of the 3 locations listed in the RFP, where are the servers located? How many servers are located at each of these locations? What is the general age of the servers?

Response: *All servers are located at CVAG's main office at 74-199 El Paseo Drive, Suite 100, Palm Desert, CA 92260.*

35. **Question:** Workstations: The RFP lists 60 computers / workstations – How many are laptops; desktops, Windows Tablets? What is the general age of the workstations?

Response: *Approximately 38 desktops, 18 laptops, and 4 servers. Ages range from new to 5 years.*

36. **Question:** Physical Security: Is there any kind of surveillance camera system in use? If so, is the new IT MSP going to support the system or is there a 3rd party providing support? How many cameras are in use? What is the current size of the video recordings? How long are recordings retained, and how are they stored and backed up?

Response: *Security keypad installed on server room door. Building surveillance cameras are in use and managed separately by the building property management.*

37. **Question:** Physical Security: Is there any kind of facility access control system in use? If so: Is the new IT MSP going to support the system or is there a 3rd party providing support? What brand / system is being used?

Response: *Building access control is in use and managed separately. MSP is responsible for access control to the server room.*

38. **Question:** Staff: The RFP state 31 employees will be supported under the RFP contract. How many of the staff are fully remote? How many are partially remote?

Response: *About 10 fully remote. Nearly all employees are on site full-time with the ability to work remotely as needed.*

39. **Question:** Remote access: When staff work remote, what VPN software or remote access software is currently in use?

Response: *RemotePC with MFA.*

40. **Question:** Firewalls: How many Firewalls are there? Where are the firewalls located? What brand are the firewalls? Are there any additional firewalls? If so, where are they located?

Response: *Cisco in the server room. Xcitium software firewall.*

41. **Question:** What SPAM filtering solution is in use?

Response: *Microsoft 365.*

42. **Question:** Multi-factor Authentication: Do CVAG currently use MFA for securing access to systems and/or services? Which MFA solution is in use? Will all staff have cell phones for an MFA app or would CVAG purchase tokens or other access devices?

Response: *Yes. Cisco Duo, Microsoft Authenticator, and RemotePC's built-in MFA are currently used.*

43. **Question:** Locations: The RFP list the locations as CVAG Main Office, CVAG Traffic Management Center, CVAG Coachella Valley Housing First Program. Are there any other locations that would need to be supported (please include addresses)?

Response: *No, not at this time.*

44. **Question:** Does the organization currently outsource any technology services to other vendors (phones, printers, security, etc.)?

Response: *Yes. Phone/Internet is serviced by Time Warner and printers are serviced by Canon.*

45. **Question:** Backups: Is there currently a backup system in use? If so, what backup method is currently in place? What is the frequency of backups? What is the size of the backup currently? Are the backups going off-site? If so, what is the method (manual rotation, cloud sync, etc.)? What (if any) third-party software is being used to backup data? Has CVAG completed a restorability test in the last year?

Response: *iDrive – 700GB per month off-site encrypted 512bit encryption – insured for \$1M.*

46. **Question:** The RFP indicates the new MSP will “Maintain Audio/Video equipment”. Can you elaborate on the expectations for this and describe the type of equipment that is in use?

Response: *Refer to the response to Question 7.*

47. **Question:** Current IT Support: Are there any CVAG staff dedicated to IT? How long has Veralink been supporting CVAG? Is the current provider expected to submit a response to this RFP?

Response: *CVAG currently does not have staff dedicated to IT. CVAG has contracted with Veralink for managed IT services since 2017. CVAG welcomes proposals from any qualified MSP.*

Acknowledgement: Proposers must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included in the appendices section of the Technical Proposal.

Authorized
Signature:

Nick Schantz

Date: 2/15/24

Company: Veralink Corp.



**REQUEST FOR PROPOSALS
FOR
MANAGED IT SERVICES
ADDENDUM NO. 1**

Addendum Date: January 26, 2024

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposals (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have into their scope of services and cost proposal.

Note: All requirements of the RFP documents remain unchanged except as cited herein.

Extension of the Deadline of Proposals:

The Coachella Valley Association of Governments (CVAG) is extending the deadline for receiving proposals in response to the Request for Proposals for Managed IT Services by one week.

Proposals shall be received no later than 2:00 p.m. PST on Thursday, February 8, 2024.

Questions & Requests:

CVAG is extending the date for posting the Addendum with the clarifications and responses to the questions received by CVAG as of 2:00 p.m. on January 23, 2024. The questions received and responses will be provided in a second addendum by **Wednesday, January 31, 2024**.

Please refer to the updated schedule of RFP events below.

ACTION	DATE
1. Release of Request for Proposals • Post to cvaq.org	January 8, 2024
2. Deadline to Email Questions • Email to procurement@cvaq.org	January 23, 2024 (2:00 p.m. PST)
3. Responses to Questions via Addendum • Post to cvaq.org	January 31, 2024
4. Deadline for Receipt of Proposals • Email to amcmillen@cvaq.org	February 8, 2024 (2:00 p.m. PST)
5. Evaluate Proposals	February 22, 2024

ACTION	DATE
6. Potential Finalist Interviews (Proposers are to hold these dates until confirmed)	February 27-29, 2024
7. Expected Contract Award	March/April 2024

Acknowledgement: Proposers must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included in the appendices section of the Technical Proposal.

Authorized
Signature:

Nick Schantz

Date: 2/15/24

Company: VeraLink Corp.



Technology Management

Proposal for Monthly IT Support Contract

We are thrilled to submit the following proposal for your consideration regarding IT support services. At Veralink we understand the critical role that reliable IT infrastructure plays in the success of your business. Our aim is to provide comprehensive and dependable IT support tailored to your specific needs.

Scope of Services:

- 8 hours per week of IT support
- Reduced contract rate of \$150 per hour for 52 weeks
- 4 hours per day onsite on Tuesdays and Thursdays
- All IT needs as described in the proposal
- On-call afterhours support available at a rate of \$250 per hour

Not-to-exceed Annual Amount and Term of the Contract:

- The annual contract amount will not exceed \$62,400 ($\$150 \text{ per hour} * 8 \text{ hours} * 52 \text{ weeks}$).

- Included Services in the Monthly Base Amount: Refer to Proposal

- Onsite support on Tuesdays and Thursdays
- Remote assistance and troubleshooting
- System maintenance and updates
- Hardware and software installation
- Network monitoring and security management
- Regular performance assessments and recommendations for improvement

Hourly Rates for Additional Services:

- Any services beyond the allocated 8 hours per week will be billed at the normal hourly rate of \$165 per hour.
- On-call afterhours support will be charged at a rate of \$250 per hour.

We assure you of our commitment to delivering prompt and reliable IT support to ensure the smooth operation of your business. Our team of experienced professionals stands ready to address any IT challenges you may encounter swiftly and effectively.

Should you have any questions or require further clarification, please do not hesitate to contact us. We eagerly anticipate the opportunity to serve your IT needs and contribute to your business's success.

Thank you for considering Veralink as your trusted IT partner.

Sincerely,

Nick Schantz – CEO – Veralink Corp.

ITEM 7E

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



STAFF REPORT

Subject: Politico Group Advocacy Agreement

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

Recommendation: Authorize the Executive Director to execute Amendment No. 3 with the Politico Group at a cost of \$6,000 each month, plus pre-approved travel costs, through October 2026 for state lobbying services

Background: In November 2021, CVAG entered into an agreement with the Politico Group for state advocacy efforts. This engagement came on the heels of increased interest by the committee for CVAG to engage on legislative matters that may impact the operation of CVAG and its member agencies, as well as to seek outside funding opportunities for capital projects and programs that benefit the Coachella Valley. Seeking outside funding to address decreased cash flow for projects and protect local revenue sources has been identified as a top priority for CVAG. In addition, the advocacy engagement supplemented CVAG's adoption of its first legislative platform in 2021, which sets positions on key topics of importance to CVAG, including transportation, energy, and public safety. The legislative platform, which has been updated annually, removes the timing barrier related to the committee's meeting schedule and the need for staff to seek timely approval on legislative positions. The adoption of the legislative platform in conjunction with having a state lobbying team has proven to be an effective strategy to manage CVAG's advocacy efforts in Sacramento.

The Executive Committee initially approved a six-month agreement with the Politico Group as this was the initiation of a new endeavor for CVAG. Through this short-term agreement, CVAG staff assessed the benefits and costs of the legislative engagement and made a recommendation to continue its advocacy engagement with the Politico Group. In April 2022, the Executive Committee approved Amendment No. 1 for an additional one-year extension of the Politico Group agreement and provided the Executive Director the authority to extend the agreement for an additional one-year term. The one-year extension was exercised as Amendment No. 2 and it expires on April 30, 2024.

The Politico Group is non-partisan, full service public affairs, legislative advocacy and consulting firm with more than half a century of experience. The firm provides comprehensive government relations and consulting services in areas related to advocacy and lobbying, regulations and administrative rules, analysis, communication, and coalition development. CVAG's lead staff lobbyist is Kiana Valentine. Ms. Valentine spent 12 years in service to counties at the California State Association of Counties (CSAC) as the Senior Legislative Representative on housing, land use, transportation, and tribal gaming issues. Ms. Valentine provided legislative advocacy, worked on numerous state budgets, developed organizational strategy, and built and led coalitions on a variety of subjects on CSAC's behalf. She also has extensive association management experience

and has a reputation as a skillful and effective advocate, communicator, advisor, strategic thinker, and relationship builder.

The Politico Group has assisted CVAG with identifying legislation and budget matters that impact issue areas of importance to CVAG, including transportation, housing and climate adaptation. They have also assisted with funding opportunities such as those provided via the California Transportation Commission, such as the Active Transportation Program and the Local Transportation Climate Adaptation Program. Through bi-weekly calls, CVAG staff stays apprised of current activities in Sacramento, which have been reported through the legislative updates provided to the committee.

In the coming years, CVAG staff is anticipating additional engagement in Sacramento in order to ensure the region is fighting for its fair share of funding. Politico Group has already been facilitating increased engagement with CVAG's delegation of state representatives on matters of importance, including the recently proposed cuts to the Regional Early Action Planning (REAP 2.0) program, advocating for budget augmentation to the Active Transportation Program, and testifying on CVAG behalf in policy committees. Politico Group also coordinates meetings with State agency staff.

Staff is recommending Amendment No. 3 to provide lobbying services through October 2026, which coincides with the State's legislative cycle. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying changes to the contract before execution. With approval of staff recommendation, CVAG staff and lobbying team will continue to coordinate with its member agencies on legislative matters to avoid replication of efforts and ensure implementation of a coordinated advocacy strategy.

Fiscal Analysis: Amendment No. 3 would extend Politico's services through October 2026. Under this amendment, the monthly rate would increase from \$5,000 to \$6,000 – the first cost increase seen under this contract. The amendment authorizes a total of \$180,000 plus travel costs that require prior CVAG staff approval. Staff anticipates at least one in-person update to the Executive Committee a year.

The amendment brings the total cost of the contract to \$330,000. Transportation funds are available to cover the costs of the services.

AMENDMENT NUMBER THREE
to the
Politico Group, Inc.
SERVICES CONTRACT
for the
State Lobbying Services

This **AMENDMENT NUMBER THREE** is made and entered into this 29th day of April 2024, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and the **POLITICO GROUP, 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 date November 1, 2021 for State Lobbying Services.

- 1. **This Amendment Number Three extends the term of the contract to October 31, 2026.**
- 2. **The total amount payable under this Agreement shall not exceed \$330,000.**

Original Agreement	November 1, 2021	\$30,000
Amendment Number One	April 25, 2022	\$60,000
Amendment Number Two	March 27, 2023	\$60,000
Amendment Number Three	April 29, 2024	<u>\$180,000</u>
Total Agreement Not-to-Exceed		\$330,000

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Politico Group, Inc.

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Kiana Valentine, Partner

ITEM 7F

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Contract Amendment for Hoy Civil Engineering

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

Recommendation: Authorize the Executive Director to execute Amendment No. 3 to the Professional Services Agreement with Hoy Civil Engineering, increasing the annual amount by \$47,952, incorporating annual increases to adjust for inflation and extending the contract through December 2027

Transportation Committee: Concurred (Meeting of April 1)

Background: At the December 2, 2019 meeting, the CVAG Executive Committee approved a contract with Hoy Civil Engineering (HCE). HCE is a local engineering company, led by the City of Coachella's former engineer Jonathan Hoy, that provides engineering, program management, grant writing and municipal consulting services. Under this contract, HCE has provided professional services to CVAG in navigating projects through each phase of project delivery, from design to right-of-way acquisition to construction. HCE brings extensive background to CVAG, including long-established partnerships with federal, state, county, local and tribal jurisdictions and expert knowledge of project delivery, as well as history with regional projects.

HCE's experience and expertise has been invaluable to the CVAG Transportation Department as it achieves milestones for several major projects – most notably construction of both CV Link and CV Sync. HCE also has provided analysis and expertise as CVAG addresses funding needs for regional projects, including providing a cash flow analysis for the agency. HCE provides key support for big, regional projects, including monitoring cost control; managing schedules; funding administration; preparing requests for proposals; processing documents through Caltrans related to Requests for Authorization, initial financial plans, contract procurements and Supplemental Agreements, audit preparation; construction management oversight; coordination with stakeholders and project partners; as well as departmental management duties.

The contract has been amended twice, most recently in February 2022 to add two additional personnel beyond the principal-in-charge. Staff is now recommending Amendment No. 3, which would consider an inflation factor for the hourly rates and overall cost of the contract. Staff is recommending a formula that mirrors the increases that the Transportation and Executive Committee use for the Transportation Uniform Mitigation Fee (TUMF), which is the one-time impact fee charged on all new development occurring within the CVAG region. The TUMF increase is calculated on the CPI for All Urban Consumers (CPI-U), All items, as the over-the-year percent change, measured as of December in the calendar year which ends in the previous fiscal year.

Amendment No. 3, if approved, would immediately add a 7.4 percent increase to the hourly rates and total amount – which mirrors the 7.4 percent increase adopted for the TUMF for 2024. It also would allow for the amounts to be adjusted each January based on any rate increase adopted by CVAG’s committees. Amendment No. 3 also extends the term of the contract from December 2025 through December 2027, unless extended in writing by the Executive Director an additional year.

With approval, the Executive Director and/or Legal Counsel would also be authorized to make clarifying revisions before finalizing the contract. Should it be determined that HCE’s services are not needed, the agreement can be terminated at any time without cause.

Fiscal Analysis: HCE’s original agreement was for a not-to-exceed annual amount of \$220,000. Amendment No. 1 extended the terms of the contract until December 2022, with an option to extend by the Executive Director, with a not-to-exceed annual maximum of \$275,000. This provided for up to 32 hours a week, although compensation will continue to be paid on a time and materials basis. Amendment No. 2 was for a not-to-exceed annual maximum of \$646,360.

Amendment No. 3 would allow for annual increases based on the adopted TUMF rate, starting with a 7.4 percent increase for this year. The amount would apply to the hourly rates and the yearly total, which would increase to \$694,312. Future increases would occur through the length of the contract, which is being recommended to extend through 2027.

The cost of the services for this agreement will be paid for with existing transportation funding sources and incorporated into CVAG’s annual fiscal year budget.

In considering this contract, CVAG staff has previously analyzed the rates for similar services at local firms. The rates were as high as \$300 per hour for principals and \$210 for a project manager/ engineer, which is significantly higher than the hourly rates outlined in this amendment. CVAG staff would also note that HCE has established expertise with CVAG’s projects and have been key contributors to major projects such as the meaning they will be able to hit the ground running.

Attachment: Amendment No. 3 to the Professional Services Agreement for Hoy Civil Engineering

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AGREEMENT FOR PROFESSIONAL SERVICES – AMENDMENT NO.3**

THIS AMENDMENT No. 3 (“Amendment”) is made and entered into on **April 29, 2024**, by and between the **Coachella Valley Association of Governments**, a California Joint Powers Authority (“CVAG”) and **Hoy Civil Engineering**, an independent contractor, (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment No. 3 is made with respect to the following facts and purposes:
 - a. On December 2, 2019, CVAG and Consultant entered into that certain agreement entitled “Coachella Valley Association of Governments Agreement for Professional Services” between CVAG and Consultant in an amount not to exceed \$220,000.
 - b. On September 21, 2020, CVAG and Consultant executed Amendment No. 1 to the Professional Services Agreement with Hoy Civil Engineering, extending the term to December 2022 and providing for an additional \$55,000 a year.
 - c. On February 28, 2022, CVAG and Consultant executed Amendment No. 2 to the Professional Services Agreement with Hoy Civil Engineering, extending the term to December 2025, amending the Services/Scope of Work in its entirety, and increasing the annual amount payable to an amount not-to-exceed \$646,360.
 - d. The parties now desire to amend the Agreement as set forth in this Amendment No. 3.
2. Amendment. Section 2, TERM OF AGREEMENT, is hereby amended in its entirety to read as follows:

“2. TERM OF AGREEMENT. The term of this Agreement shall be from December 2, 2019 to December 31, 2027, unless extended in writing by the Executive Director an additional year.”
3. Amendment Section 4, PAYMENT FOR SERVICES, of the Agreement is hereby amended in its entirety to read as follows:

“4. PAYMENT FOR SERVICES. Consultant shall be compensated at the attached Consultant hourly rates (Exhibit B) on a Time and Materials basis. **Total Annual Compensation shall not exceed Six Hundred Ninety-Four Thousand Three Hundred Twelve Dollars (\$694,312.00) through December 31, 2024**, without written approval by the Executive Director. The total not-to-exceed amount will be adjusted annually to take effect on January 1st based upon the CVAG adopted annual Transportation Uniform Mitigation Fee (TUMF) Inflation Adjustment. TUMF Inflation Adjustments will be applied annually to the total not-to-exceed compensation amount and the hourly rates in Exhibit B commencing January 1, 2025, and annually thereafter through December 31, 2027. Consultant shall be paid within thirty (30) days of presentation of an invoice to CVAG for services performed to CVAG’s satisfaction.

Consultant shall submit invoices describing the services performed by line item and category, the date services were performed, a description of reimbursable costs, and any other information requested by CVAG.”

4. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.
5. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
6. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[Signatures on Following Page]

IN WITNESS THEREOF, the parties have executed this Amendment No. 3 as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment No. 3.

Consultant: HOY CIVIL ENGINEERING

Jonathan D. Hoy PE, Consultant

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Tom Kirk, Executive Director

DRAFT

Exhibit B

Hourly Rates

Hoy Civil Engineering's fee to perform the work described in the Scope of Work above is represented by the hourly rate schedule shown below. Hoy Civil Engineering will adhere to the needs of the Coachella Valley Association of Governments (CVAG) to complete the requested tasks.

Personnel Classification	*Hourly Rate through December 31, 2024
Principal-in-Charge	\$188.00
Project Engineer	\$145.00
Project Manager	\$145.00

*Hourly rates will be adjusted by the CVAG adopted Transportation Uniform Mitigation Fee (TUMF) Inflation Adjustment rate each calendar year to take effect beginning January 1, 2025, and future adopted revised fees upon their effective date throughout the term of the agreement.

Annual Estimate Through December 31, 2024				
Personnel Classification	Rate	Hours/Week	Week/Year	Yearly Total
Principal-in-Charge	\$ 188.00	34	52	\$ 332,384.00
Project Engineer	\$ 145.00	24	52	\$ 180,964.00
Project Manager	\$ 145.00	24	52	\$ 180,964.00
			Total:	\$ 694,312.00

DRAFT

ITEM 7G

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: TUMF Annual and Five-Year Report for Fiscal Year 2022/2023

Contact: Peter Satin, Conservation Program Manager (psatin@cvag.org)

Recommendation: Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2022/2023

Transportation Committee: Concurred (Meeting of April 1)

Background: The Mitigation Fee Act (Government Code §66006) requires local agencies receiving development mitigation fees in connection with the approval of a development project to deposit those fees in separate accounts based on the purpose for which each fee was adopted, and to annually report to the public the collection and use of the fees in each such account. The Mitigation Fee Act also requires a report every five years as to the unexpended portion of fees in each account. The Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report is prepared each year to satisfy the requirement of the Mitigation Fee Act.

CVAG’s TUMF program is comprised of TUMF and Measure A regional arterial funds. The two sources combined generated a total of \$35,542,230 during fiscal year 2022/2023, which represents a 6-percent decrease in revenues over fiscal year 2021/2022 (Table 1). Local Measure A funds are received by TUMF-collecting jurisdictions for their local street and road projects in the Coachella Valley, and are determined via a formula quantifying total dwelling units and taxable sales. Dwelling unit data is collected annually from each jurisdiction and is forwarded on to the Riverside County Transportation Commission (RCTC).

Table 1: TUMF program revenues in fiscal year 2021/2022 compared to fiscal year 2020/2021.

Fund	FY 22/23	FY 21/22	Difference	% Difference
<i>TUMF</i>	\$7,712,811	\$10,360,011	\$(2,647,200)	-26%
<i>Measure A</i>	\$27,829,419	\$27,299,763	\$529,656	2%
<i>Total</i>	\$35,542,230	\$37,659,774	\$(2,117,544)	-6%

The TUMF program began in fiscal year 1989/1990 and saw a steady increase in local Measure A funding received by CVAG’s member jurisdictions until the Great Recession, which began in 2008 and resulted in significant downturns in revenues generated. Since then, revenues from both Measure A funding and TUMF assessments have again begun to climb, although they plateaued briefly during the COVID-19 pandemic. Despite revenues being down compared to FY 21/22, reflecting less new development across all sectors, the income generated over the course of FY 22/23 is much more in keeping with historical trends.

The report was provided to the Desert Valleys Builders Association for comment, who noted minimal transcription errors in a letter to CVAG dated March 14. Those errors have been corrected in the version now being presented for the Committee's approval. A final comment letter was issued March 21, and is attached.

Fiscal Analysis: There is no fiscal impact from receiving and filing the Annual and Five-year Report.

Attachments: TUMF Annual and Five-Year Report for Fiscal Year 2022/2023
DVBA comment letter, March 21, 2024

TRANSPORTATION UNIFORM MITIGATION FEE ANNUAL AND FIVE-YEAR REPORT

FISCAL YEAR 2022-2023



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Transportation Uniform Mitigation Fee Fiscal Year 2022-2023 Annual Report

CVAG
Transportation Department



Cover photo courtesy of Christopher Parman, City of Cathedral City
Ofelia Bringas Memorial Bridge

Table of Contents

- Introduction 1
 - Fiscal Year 2022-2023 Summary 3
- TUMF Collections by Jurisdiction, Fiscal Year 2022-2023..... 5
 - All Jurisdictions..... 5
 - Cathedral City..... 7
 - Coachella 8
 - Desert Hot Springs 9
 - Indian Wells.....10
 - Indio11
 - La Quinta.....12
 - Palm Desert.....13
 - Palm Springs.....14
 - Rancho Mirage15
 - Riverside County16
- TUMF Collections by Land Use Category, Fiscal Year 2022-202317
- Measure A Collections19
 - All Jurisdictions.....19
 - Cathedral City.....21
 - Coachella21
 - Desert Hot Springs22
 - Indian Wells.....22
 - Indio23
 - La Quinta.....23
 - Palm Desert.....24
 - Palm Springs.....24
 - Rancho Mirage25
 - Riverside County25
- Congestion Management Program.....26
 - CVAG Monitoring Process.....26

Introduction

In November 1988, Riverside County voters approved Measure A, a one-half cent increase in sales tax over a twenty-year period to be used for transportation purposes. A major factor contributing to the support of Measure A was the “return to source” concept which requires the additional sales tax revenue generated in a specific geographic area be used to finance projects within that same area, and that a new development impact fee, the Transportation Uniform Mitigation Fee (TUMF) be adopted valley wide on all new development. The program has been so successful that, in November 2002, Riverside County voters approved a 30-year extension of Measure A (2009 - 2039). Despite its success, Measure A funds will only contribute a portion of the transportation improvement funding necessary to prevent a potential breakdown of the regional transportation system.

The TUMF program was developed to generate additional funds required for necessary improvements to the regional transportation system. Local jurisdictions may choose not to collect TUMF, however, jurisdictions not collecting TUMF forfeit their share of local Measure A funds to the regional arterial program.

TUMF, like all development impact fees, requires a nexus be demonstrated between the proposed development and the impacts to be mitigated. In TUMF’s case, the assessment is based on the number of vehicle trips new development or site improvements may generate. The most recent nexus study¹, conducted in 2018, determined that by 2040, over one million trips will be added to the Coachella Valley due to projected development. At the same time, a Transportation Project Prioritization Study² (TPPS) was conducted to provide an unbiased, methodological way to provide CVAG direction in determining funding for regional arterials by identifying and ranking discrete segments to be improved.

The 2018 nexus study originally proposed a fee of \$751/trip; however, this fee was reduced to the current \$245/trip after re-evaluating which regional transportation projects would likely be built in the near-term³. With the new revised trip rate, the actual development fees can be calculated for individual land uses. The Institute of Transportation Engineers (ITE) has exhaustively analyzed different land uses with respect to trip generation and publishes the ITE Trip Generation Manual. This manual is the accepted industry standard with respect to trip generation data.

Development occurs within many different land uses. Previously, CVAG had utilized as many as 70 land-use categories and sub-categories. During the most recent nexus study, CVAG’s TUMF Advisory Committee determined that consolidating the land-use categories would simplify the process without impacting the amount of TUMF collected. CVAG has since aggregated all land use categories into twelve general categories.

¹ <https://cvag.org/wp-content/uploads/2021/10/2018-CVAG-Nexus-Report-FINAL-10-17-18.pdf>

² <https://cvag.org/wp-content/uploads/2021/10/CVAG-TPPS-2017-04-27-rev2017-06-26.pdf>

³ The previous trip rate, from 2006, was \$192/trip.

The fees for each category are determined by multiplying the trip rate established in the nexus study by the ITE factor for trips per land use. For example, ITE shows a residential single-family dwelling unit generates, on average, 9.44 trips per day. Hence,

$$\frac{\$245}{\text{trip}} * \frac{9.44 \text{ trips}}{\text{dwelling unit}} = \frac{\$2,312.80}{\text{dwelling unit}}$$

which CVAG has rounded to a final fee assessment of \$2,310 for a single-family residence. CVAG’s adopted TUMF policies, as codified in the TUMF Handbook, allow for the consideration of annual adjustments for inflation based on the Consumer Price Index for All Urban Consumers (CPI-U), all items. If approved by CVAG’s Executive Committee, these adjustments take place on January 1 of the calendar year following their adoption. In 2023, CVAG applied a 7.4% increase to all fee rates, as described below.

<i>Land-use Category</i>	<i>Assessment Unit</i>	<i>Fee 2022</i>	<i>Fee 2023</i>
<i>Residential</i>			
<i>Single-Family Detached</i>	Dwelling unit	\$2,358	\$2,550
<i>Multi-Family, Mobile Home</i>	Dwelling unit	\$1,358	\$1,470
<i>Nursing/Congregate Care</i>	Dwelling unit	\$505	\$545
<i>Transit Oriented Development</i>	Dwelling unit	15% discount	
<i>Low-Income Housing</i>	Dwelling unit	Exempt	
<i>Non-Residential</i>			
<i>Industrial</i>	1,000 square feet	\$1,240	\$1,340
<i>Office</i>	1,000 square feet	\$2,440	\$2,640
<i>Retail</i>	1,000 square feet	\$6,135	\$6,640
<i>Fuel – Gas</i>	Dispenser	\$8,790	\$9,515
<i>Fuel – Electric</i>	Dispenser	\$93	\$100
<i>Golf Course</i>	Acre	\$939	\$1,015
<i>Hotel</i>	Room	\$3,583	\$3,880

TUMF works in conjunction with CVAG’s allocation of Measure A to fund the CVAG share of regional transportation projects. CVAG apportions 35% of the CVAG share of the cost of each regional transportation project identified in the TPPS to TUMF. The balance is paid with Measure A funds. No portion of a project is funded until sufficient funding to complete the project has been committed. TUMF revenues are applied to the TPPS projects in order of priority, such that a new project will only be funded when sufficient revenues for projects underway are assured. Because the project priorities set out in the TPPS control the order of funding, it also controls generally the approximate timeline for the commencement of each listed project.

Fiscal Year 2022-2023 Summary

The following information pertains to the TUMF fund for the year ending June 30, 2023⁴. There were no interfund transfers or loans from the TUMF Fund. No fees were re-allocated pursuant to Gov Code Section 66001 for sums that remain unspent after five years and for which a date of commencement of the improvement has not been provided.

Fund Balance – July 1, 2022	\$7,561,808
Balance of fees collected (accrual basis) - June 30, 2023	\$7,712,811
Interest earnings from Investment Pool	\$290,571
Refunds	(\$23,378)
Other miscellaneous revenues/receipts	\$38,379
Project costs	(\$3,148,304)
Program management expenditures	(\$618,241)
Fund Balance - June 30, 2023	\$11,813,645

Five Year Test Using First In First Out Method	
<i>Includes fees collected, interest earned, and miscellaneous revenues</i>	
Revenues Collected from Fiscal Year 2018/2019	\$5,053,234
Revenues Collected from Fiscal Year 2019/2020	\$5,077,605
Revenues Collected from Fiscal Year 2020/2021	\$6,278,423
Revenues Collected from Fiscal Year 2021/2022	\$10,511,729
Revenues Collected from Fiscal Year 2022/2023	\$8,041,761
Total Revenue for Last Five Years	\$34,962,752

As of June 30, 2023, \$153,984,066 has been collected by the assessment of TUMF. Taking into account the additional \$24,360,350 in Measure A In-Lieu funds collected, the TUMF program has generated a total of **\$178,344,416** since program inception on July 1, 1989.

⁴ TUMF revenues reported in this Annual Report may differ from revenues reported in CVAG's annual financial statements through a combination of factors, including reporting methodology. Local agency reconciliations after the close of a fiscal year but before issuance of the TUMF Annual Report for that fiscal year may result in receipt of payments being booked to a different fiscal period than the period in which the fee collection is reported. Additionally, contributions to the TUMF fund may be made by CVAG member agencies that do not formally participate in the TUMF program but otherwise benefit from improvements to the regional transportation system. Such payments are here broken out as miscellaneous revenues, but are not attributed to the balance of fees collection.

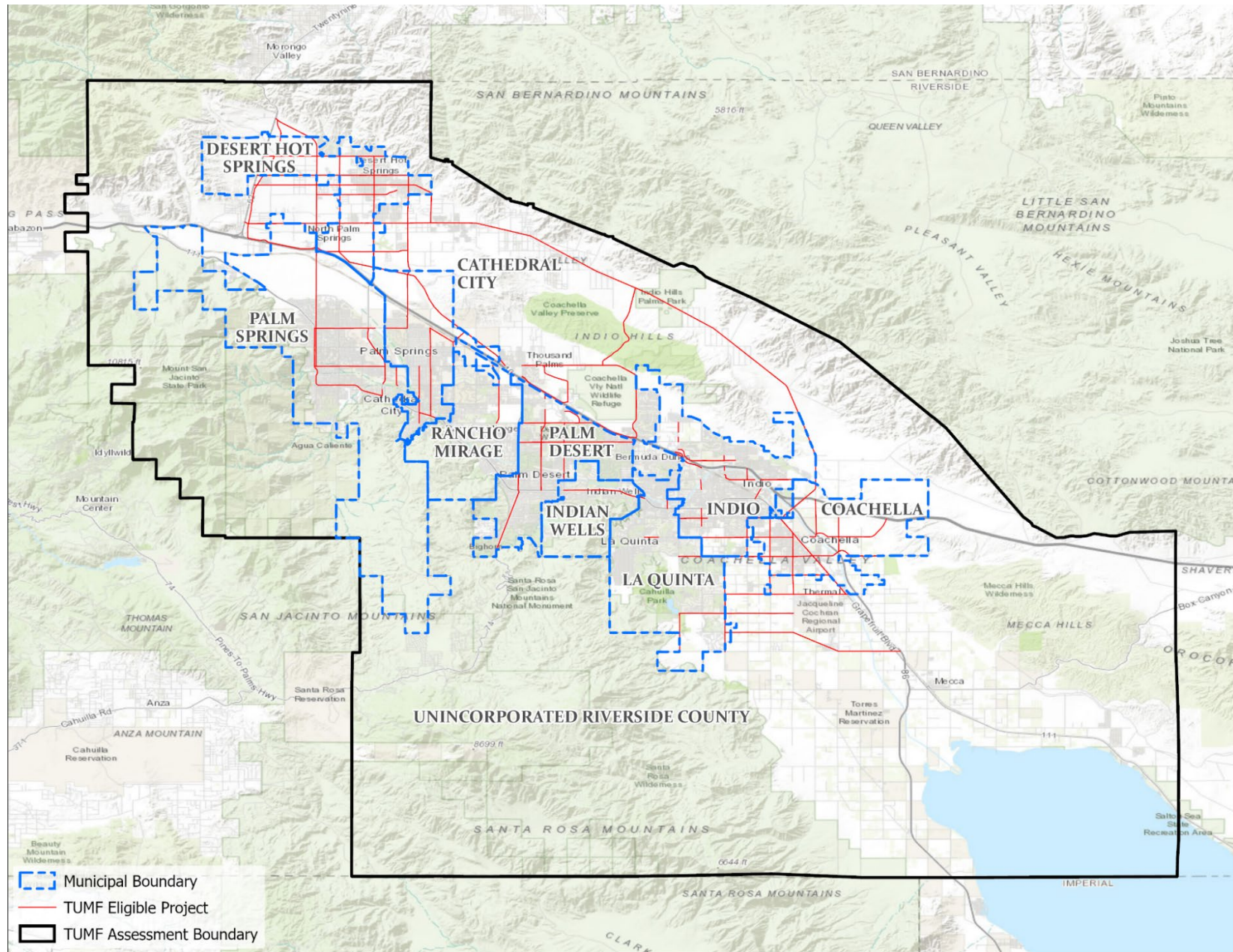


Figure 1: TUMF assessment boundary and participating jurisdictions. Projects eligible for TUMF funding are described more fully in the Transportation Project Prioritization Study, 2018, and are displayed here only for context.

TUMF Collections by Jurisdiction, Fiscal Year 2022-2023

This section sorts TUMF collections for fiscal year 2022-2023 by jurisdiction. As of 2013, each of the regional municipalities within the Coachella Valley, along with the County of Riverside, are participating in CVAG’s TUMF program. All TUMF shortfalls have been collected and no in-lieu payments were made during the reporting period.

The total TUMF collected for fiscal year 2022-2023 was \$7,712,811 with 30-percent generated by the City of Indio. An additional \$27,829,419 of Measure A funding was disbursed to CVAG for regional arterial projects.

The monthly collection totals for each jurisdiction are displayed below, along with a breakdown of the land use for which fees were collected. More detailed land use analyses are provided in the following section.

All Jurisdictions

	<i>TUMF 22/23</i>	<i>% FY</i>	<i>Total to Date</i>	<i>% Total</i>
<i>Cathedral City</i>	\$219,300	3%	\$12,835,886	8%
<i>Coachella</i>	\$591,174	8%	\$7,706,638	5%
<i>Desert Hot Springs</i>	\$547,661	7%	\$8,025,394	5%
<i>Indian Wells</i>	\$171,642	2%	\$3,583,469	2%
<i>Indio</i>	\$2,320,377	30%	\$38,720,534	25%
<i>La Quinta</i>	\$1,129,722	15%	\$7,256,018	5%
<i>Palm Desert</i>	\$1,305,186	17%	\$25,361,573	16%
<i>Palm Springs</i>	\$268,145	3%	\$17,366,705	11%
<i>Rancho Mirage</i>	\$491,195	6%	\$12,722,179	8%
<i>Riverside County</i>	\$668,409	9%	\$20,405,670	13%
<i>Total TUMF</i>	\$7,712,811	100%	\$153,984,066	100%
<i>Total In Lieu</i>	\$-		\$24,360,350	
<i>Regional Arterials</i>	\$27,829,419		\$416,500,418	
<i>Total</i>	\$35,542,230		\$594,844,834	

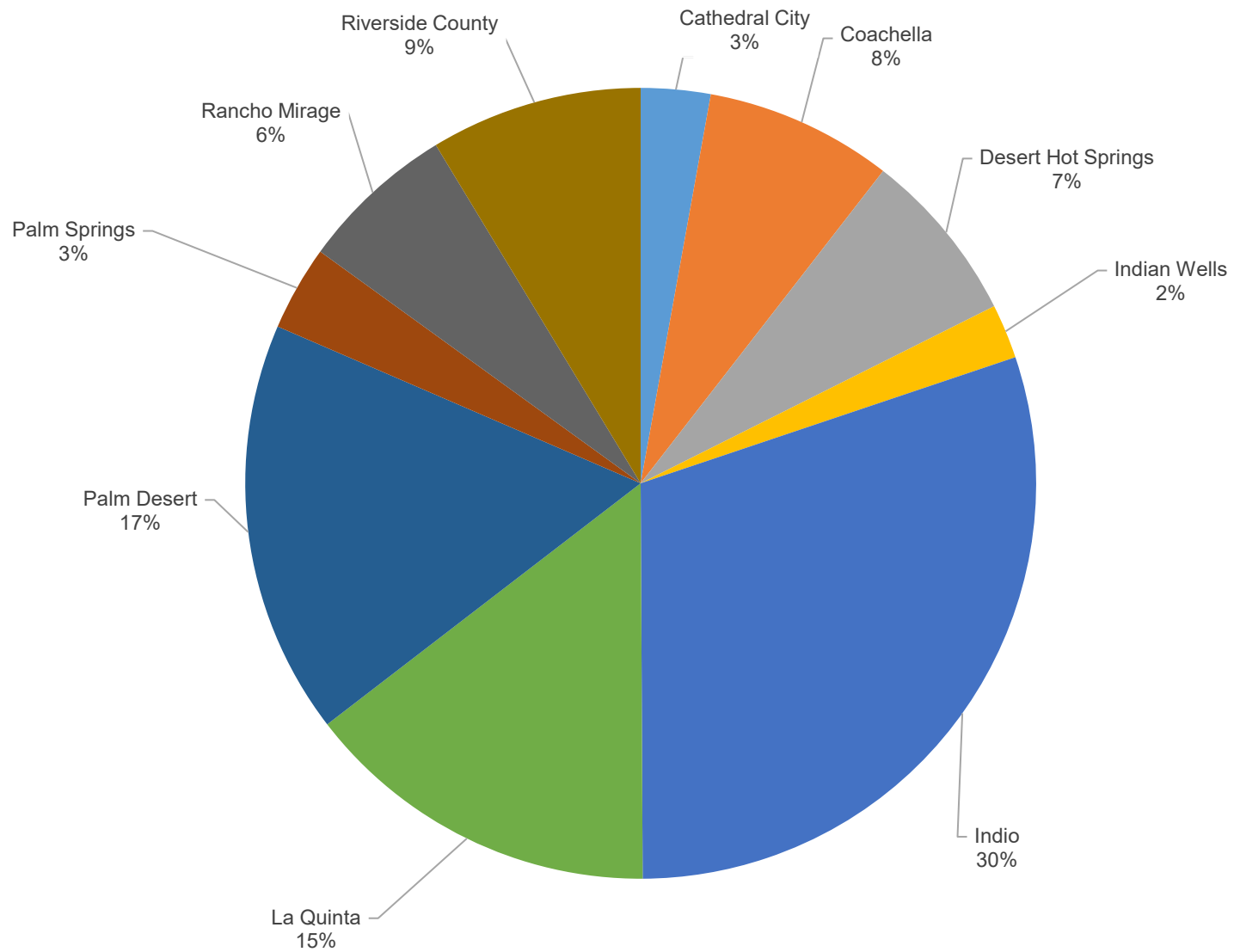


Figure 2: Proportion of total TUMF collections per jurisdiction for fiscal year 2022-2023.

Cathedral City

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$2,358	\$0	\$2,358
<i>Aug</i>	\$34,309	\$0	\$34,309
<i>Sep</i>	\$41,373	\$0	\$41,373
<i>Oct</i>	\$6,131	\$0	\$6,131
<i>Nov</i>	\$2,358	\$0	\$2,358
<i>Dec</i>	\$8,795	\$0	\$8,795
<i>Jan</i>	\$30,747	\$0	\$30,747
<i>Feb</i>	\$2,550	\$0	\$2,550
<i>Mar</i>	\$48,840	\$0	\$48,840
<i>Apr</i>	\$5,100	\$0	\$5,100
<i>May</i>	\$5,100	\$0	\$5,100
<i>Jun</i>	\$31,640	\$0	\$31,640
Total	\$219,301	\$0	\$219,301

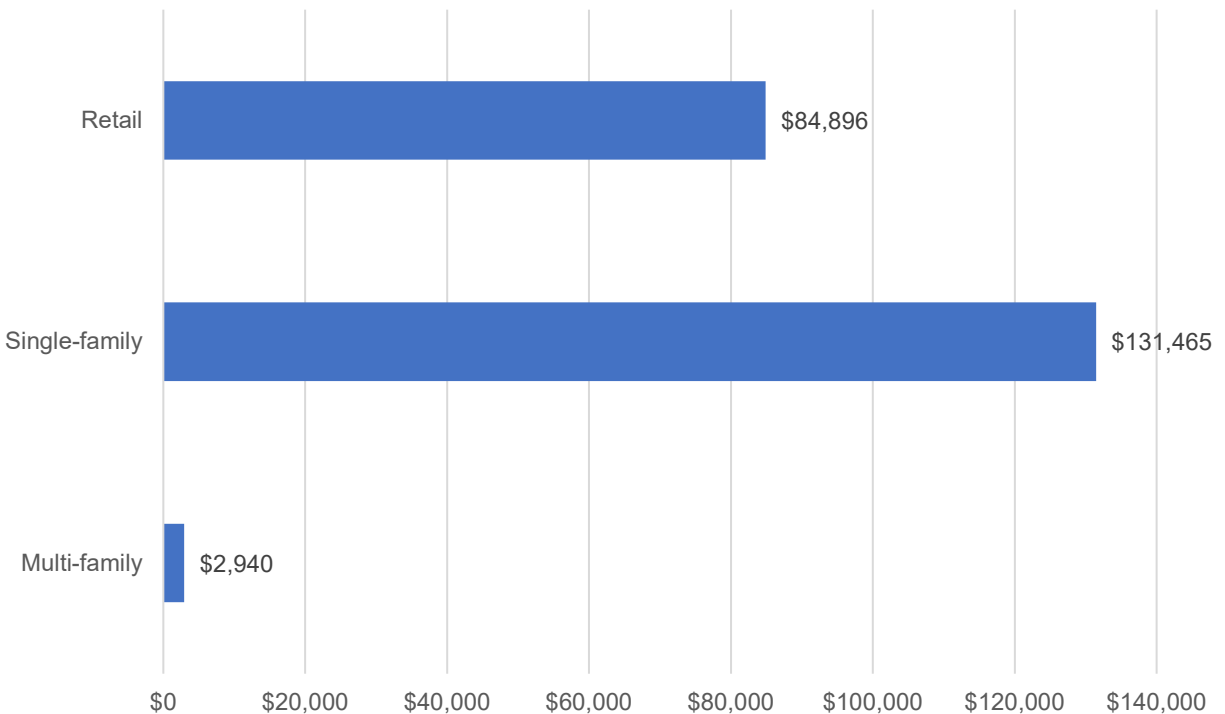


Figure 3: Cathedral City TUMF collections per land use category, fiscal year 2022-2023.

Coachella

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$33,699	\$0	\$33,699
<i>Aug</i>	\$122,616	\$0	\$122,616
<i>Sep</i>	\$149,281	\$0	\$149,281
<i>Oct</i>	\$16,506	\$0	\$16,506
<i>Nov</i>	\$0	\$0	\$0
<i>Dec</i>	\$16,506	\$0	\$16,506
<i>Jan</i>	\$17,264	\$0	\$17,264
<i>Feb</i>	\$0	\$0	\$0
<i>Mar</i>	\$122,400	\$0	\$122,400
<i>Apr</i>	\$38,250	\$0	\$38,250
<i>May</i>	\$45,900	\$0	\$45,900
<i>Jun</i>	\$28,751	\$0	\$28,751
Total	\$591,174	\$0	\$591,174

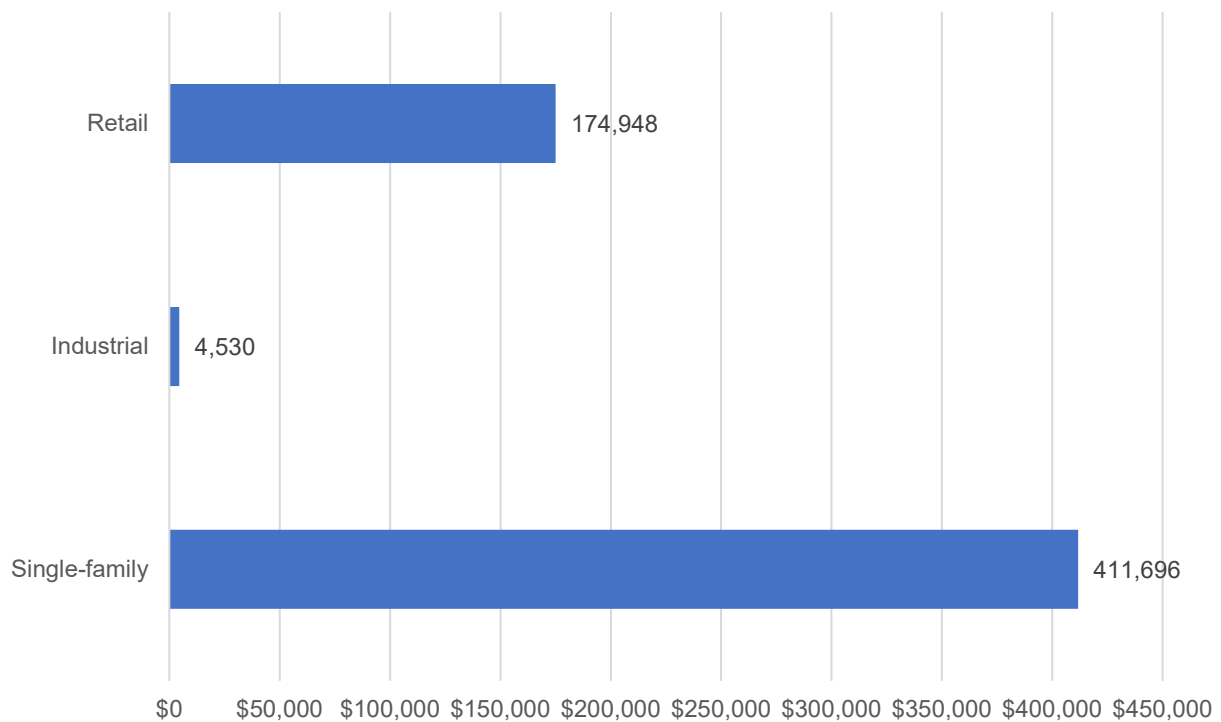


Figure 4: Coachella TUMF collections per land use category, fiscal year 2022-2023.

Desert Hot Springs

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$42,802	\$0	\$42,802
<i>Aug</i>	\$2,358	\$0	\$2,358
<i>Sep</i>	\$47,160	\$0	\$47,160
<i>Oct</i>	\$25,890	\$0	\$25,890
<i>Nov</i>	\$40,038	\$0	\$40,038
<i>Dec</i>	\$16,554	\$0	\$16,554
<i>Jan</i>	\$37,728	\$0	\$37,728
<i>Feb</i>	\$25,938	\$0	\$25,938
<i>Mar</i>	\$77,214	\$0	\$77,214
<i>Apr</i>	\$6,444	\$0	\$6,444
<i>May</i>	\$198,559	\$0	\$198,559
<i>Jun</i>	\$26,976	\$0	\$26,976
Total	\$547,661	\$0	\$547,661

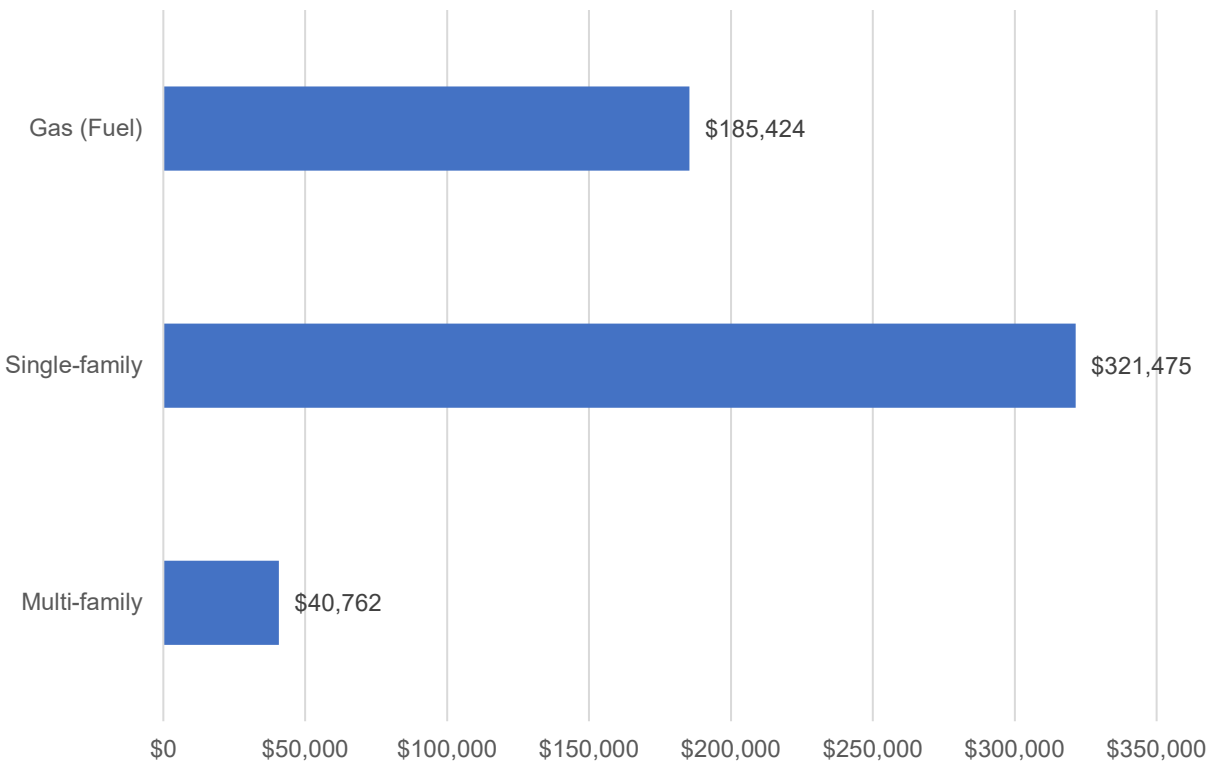


Figure 5: Desert Hot Springs TUMF collections per land use category, fiscal year 2022-2023.

Indian Wells

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$18,864	\$0	\$18,864
<i>Aug</i>	\$7,074	\$0	\$7,074
<i>Sep</i>	\$4,716	\$0	\$4,716
<i>Oct</i>	\$2,358	\$0	\$2,358
<i>Nov</i>	\$4,716	\$0	\$4,716
<i>Dec</i>	\$49,518	\$0	\$49,518
<i>Jan</i>	\$2,550	\$0	\$2,550
<i>Feb</i>	\$2,550	\$0	\$2,550
<i>Mar</i>	\$0	\$2,310	- \$2,310
<i>Apr</i>	\$17,850	\$0	\$17,850
<i>May</i>	\$28,050	\$0	\$28,050
<i>Jun</i>	\$7,458	\$0	\$7,458
Total	\$171,642	\$0	\$143,394

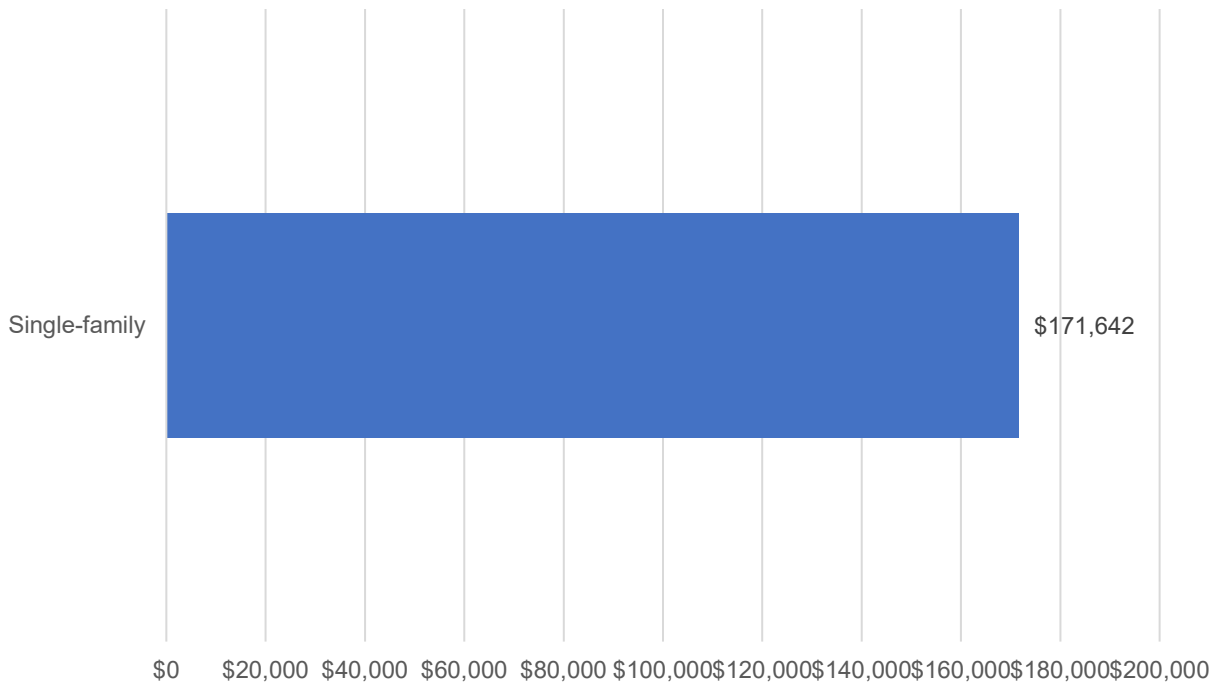


Figure 6: Indian Wells TUMF collections per land use category, fiscal year 2022-2023.

Indio

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$102,921	\$0	\$102,921
<i>Aug</i>	\$40,134	\$0	\$40,134
<i>Sep</i>	\$479,570	\$0	\$479,570
<i>Oct</i>	\$182,894	\$0	\$182,894
<i>Nov</i>	\$4,716	\$0	\$4,716
<i>Dec</i>	\$413,433	\$0	\$413,433
<i>Jan</i>	\$286,525	\$0	\$286,525
<i>Feb</i>	\$127,058	\$0	\$127,058
<i>Mar</i>	\$68,712	\$0	\$68,712
<i>Apr</i>	\$80,202	\$0	\$80,202
<i>May</i>	\$60,250	\$0	\$60,250
<i>Jun</i>	\$473,962	\$0	\$473,962
Total	\$2,320,377	\$0	\$2,320,377

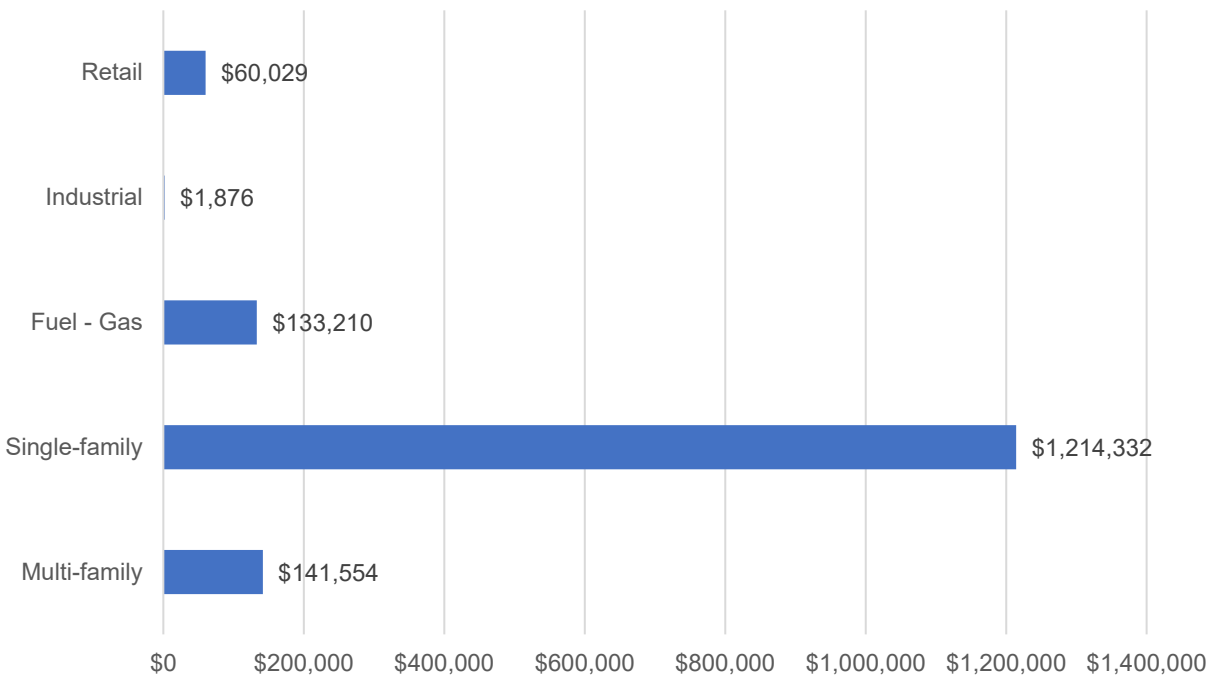


Figure 7: Indio TUMF collections per land use category, fiscal year 2022-2023. Due to the volume of permits processed by Indio, CVAG is still coordinating on verifying land use allocations. Any required refunds or underpayments will be reported in next year’s annual report.

La Quinta

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$73,172	\$0	\$73,172
<i>Aug</i>	\$82,530	\$0	\$82,530
<i>Sep</i>	\$33,012	\$0	\$33,012
<i>Oct</i>	\$99,036	\$0	\$99,036
<i>Nov</i>	\$30,654	\$0	\$30,654
<i>Dec</i>	\$120,258	\$0	\$120,258
<i>Jan</i>	\$41,240	\$0	\$41,240
<i>Feb</i>	\$48,450	\$0	\$48,450
<i>Mar</i>	\$13,350	\$0	\$13,350
<i>Apr</i>	\$58,650	\$0	\$58,650
<i>May</i>	\$186,150	\$0	\$186,150
<i>Jun</i>	\$343,220	\$0	\$343,220
Total	\$1,129,722	\$0	\$1,129,722

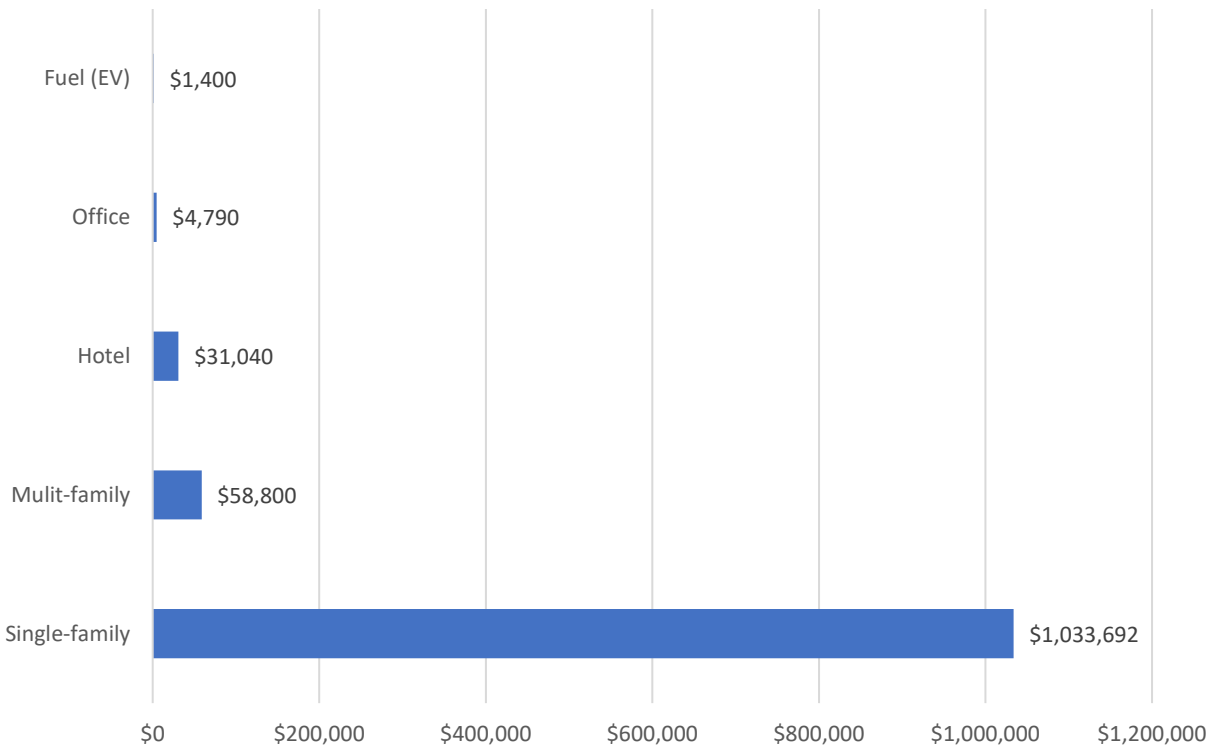


Figure 8: La Quinta TUMF collections per land use category, fiscal year 2022-2023.

Palm Desert

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$162,836	\$0	\$162,836
<i>Aug</i>	\$97,678	\$0	\$97,678
<i>Sep</i>	\$95,120	\$0	\$95,120
<i>Oct</i>	\$47,160	\$0	\$47,160
<i>Nov</i>	\$63,666	\$0	\$63,666
<i>Dec</i>	\$31,509	\$0	\$31,509
<i>Jan</i>	\$52,890	\$0	\$52,890
<i>Feb</i>	\$116,396	\$0	\$116,396
<i>Mar</i>	\$86,704	\$0	\$86,704
<i>Apr</i>	\$41,316	\$0	\$41,316
<i>May</i>	\$140,370	\$0	\$140,370
<i>Jun</i>	\$369,540	\$0	\$369,540
Total	\$1,305,186	\$0	\$1,305,186

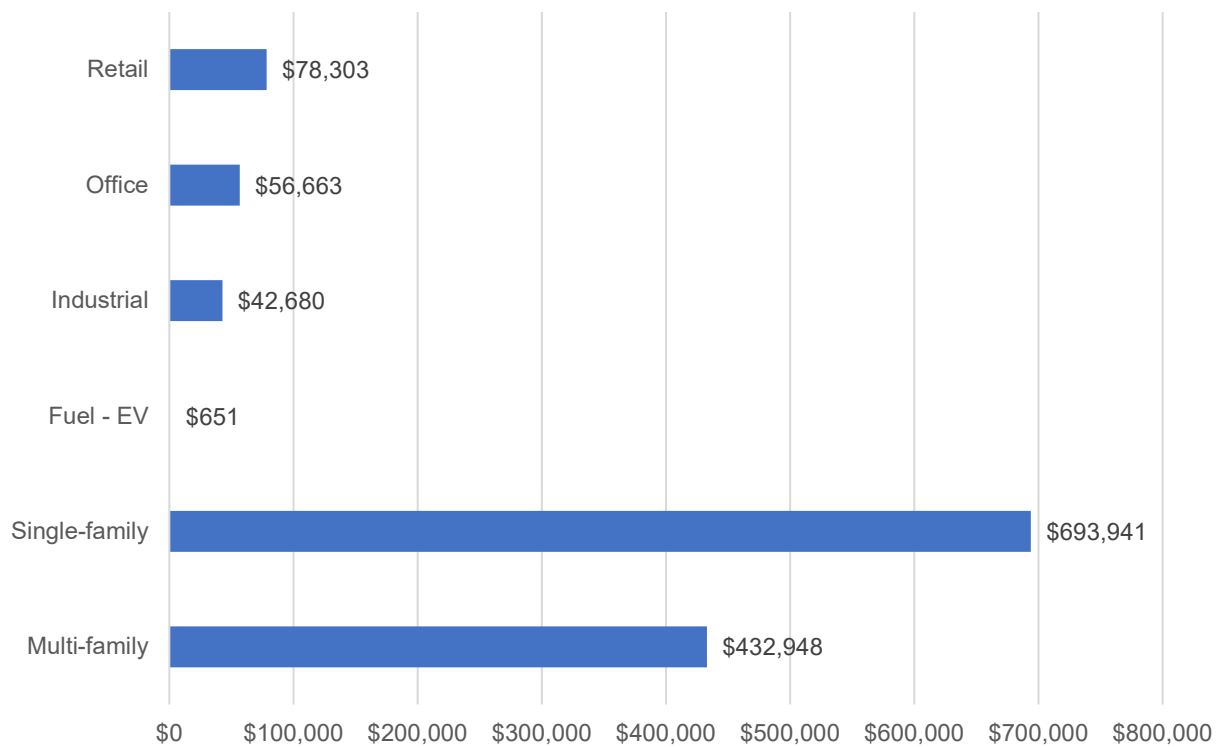


Figure 9: Palm Desert TUMF collections per land use category, fiscal year 2022-2023.

Palm Springs

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$16,506	\$0	\$16,506
<i>Aug</i>	\$72,511	\$0	\$72,511
<i>Sep</i>	\$65,926	\$0	\$65,926
<i>Oct</i>	\$22,003	\$0	\$22,003
<i>Nov</i>	\$4,716	\$0	\$4,716
<i>Dec</i>	\$4,716	\$0	\$4,716
<i>Jan</i>	\$2,358	\$0	\$2,358
<i>Feb</i>	\$25,116	\$0	\$25,116
<i>Mar</i>	\$46,834	\$0	\$46,834
<i>Apr</i>	\$0	\$0	\$0
<i>May</i>	\$7,458	\$0	\$7,458
<i>Jun</i>	\$0	\$0	\$0
Total	\$268,145	\$0	\$268,145

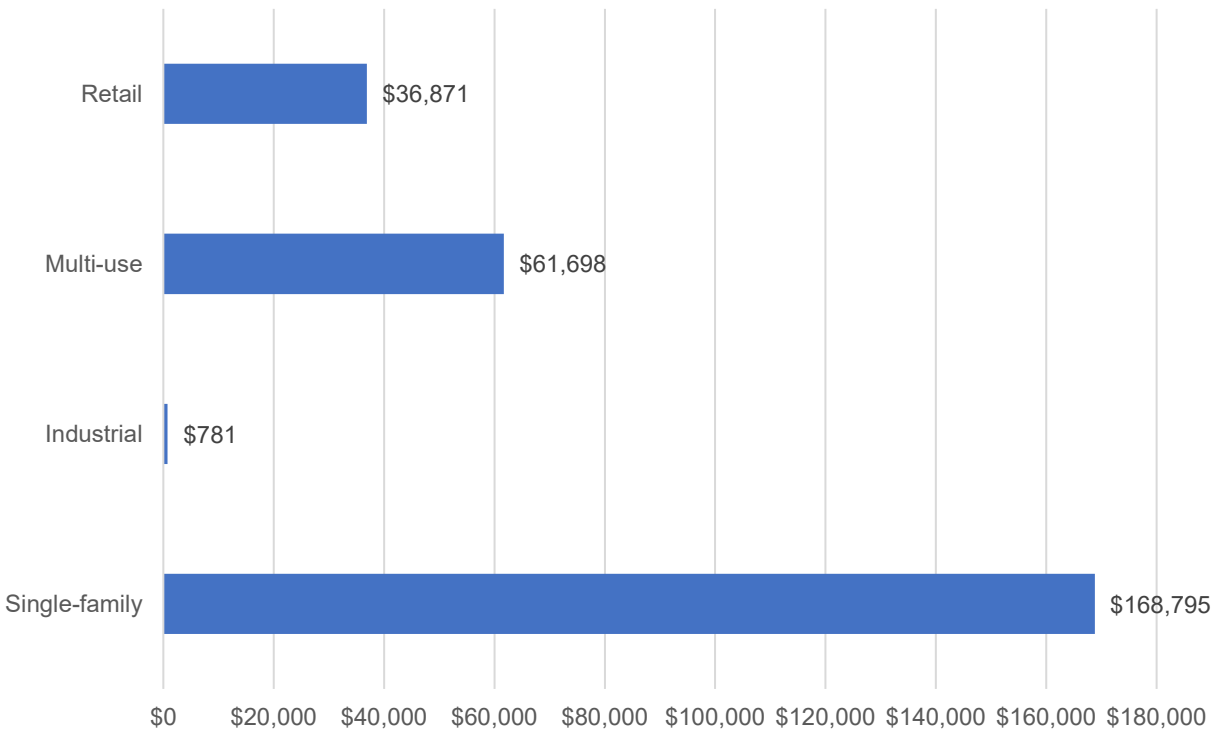


Figure 10: Palm Springs TUMF collections per land use category, fiscal year 2022-2023.

Rancho Mirage

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$9,336	\$0	\$9,336
<i>Aug</i>	\$73,002	\$0	\$73,002
<i>Sep</i>	\$49,518	\$0	\$49,518
<i>Oct</i>	\$18,864	\$0	\$18,864
<i>Nov</i>	\$123,089	\$0	\$123,089
<i>Dec</i>	\$9,432	\$0	\$9,432
<i>Jan</i>	\$4,668	\$0	\$4,668
<i>Feb</i>	\$40,416	\$0	\$40,416
<i>Mar</i>	\$30,408	\$0	\$30,408
<i>Apr</i>	\$39,840	\$0	\$39,840
<i>May</i>	\$48,450	\$0	\$48,450
<i>Jun</i>	\$44,172	\$0	\$44,172
Total	\$491,195	\$0	\$491,195

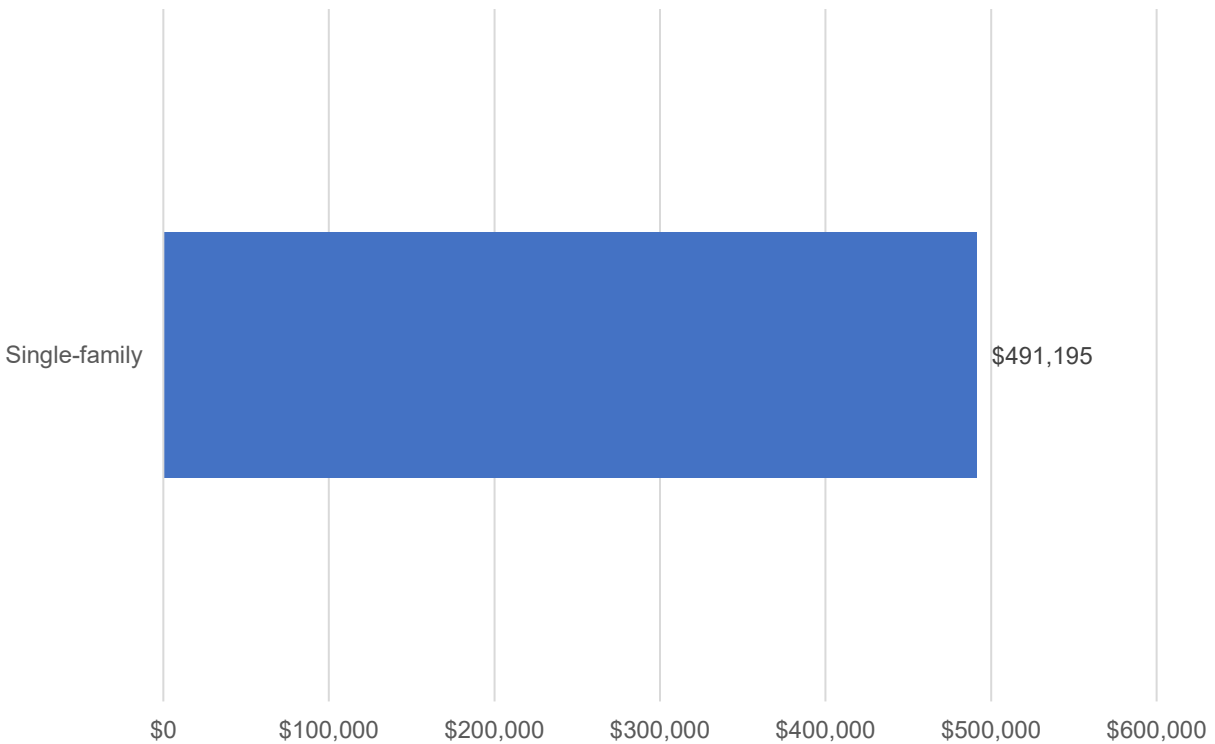


Figure 11: Rancho Mirage TUMF collections per land use category, fiscal year 2022-2023.

Riverside County

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$129,862	\$0	\$129,862
<i>Aug</i>	\$34,398	\$0	\$34,398
<i>Sep</i>	\$45,518	\$0	\$45,518
<i>Oct</i>	\$61,390	\$0	\$61,390
<i>Nov</i>	\$29,746	\$0	\$29,746
<i>Dec</i>	\$16,506	\$0	\$16,506
<i>Jan</i>	\$20,400	\$0	\$20,400
<i>Feb</i>	\$48,222	\$0	\$48,222
<i>Mar</i>	\$76,569	\$0	\$76,569
<i>Apr</i>	\$81,300	\$16,296	\$65,004
<i>May</i>	\$53,218	\$0	\$53,218
<i>Jun</i>	\$71,281	\$	\$71,281
Total	\$668,409	\$16,296	\$652,113

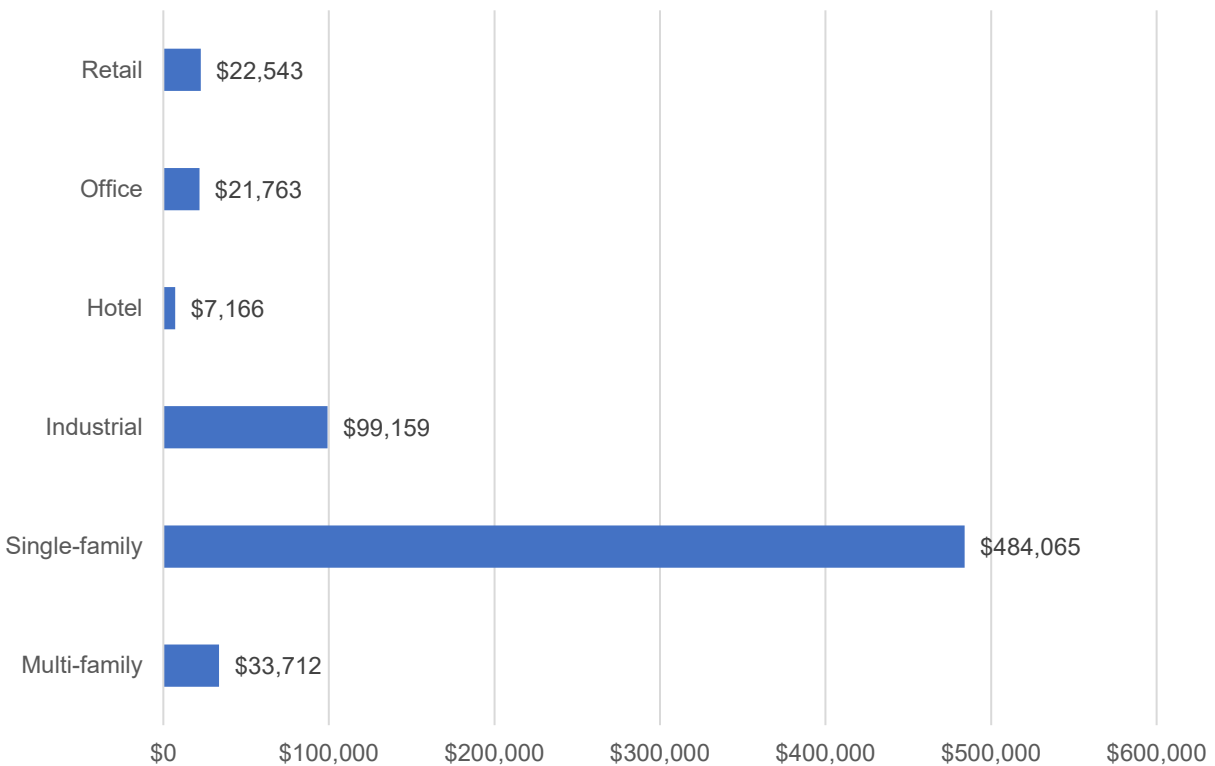


Figure 12: Riverside County TUMF collections per land use category, fiscal year 2022-2023.

TUMF Collections by Land Use Category, Fiscal Year 2022-2023

This section sorts each jurisdiction's TUMF collections into different land use categories. Residential development was by far the dominant source of TUMF revenue, contributing to almost 75-percent of the total collected fees, with the next highest categories being multi-family development and traditional fueling stations at 10- and 5-percent, respectively.

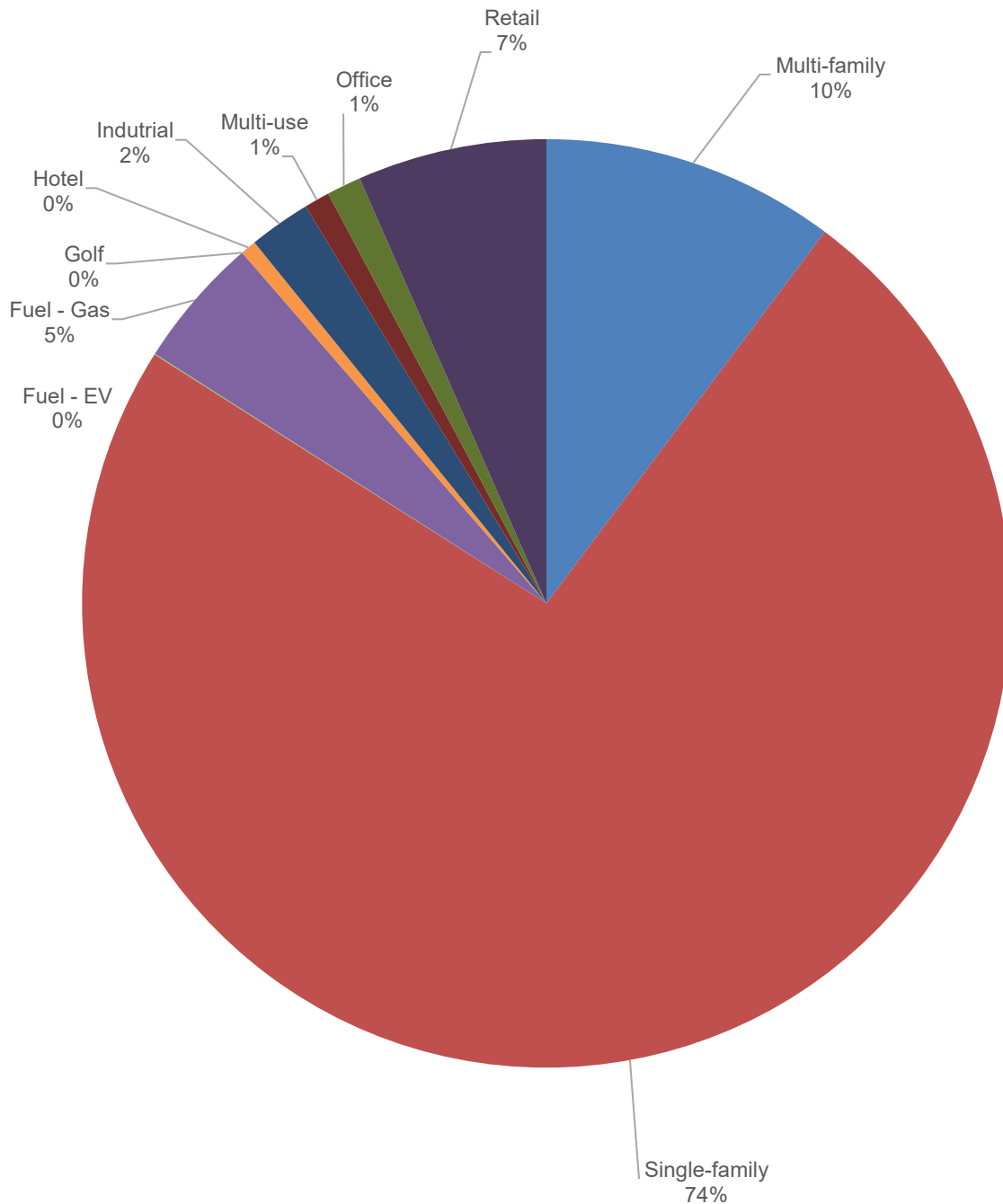


Figure 13: Proportion of total TUMF collections per land use category.

Table 1: TUMF collections per land use.

	<i>Multi-family</i>	<i>Single-family</i>	<i>Industrial</i>	<i>Office</i>	<i>Retail</i>	<i>Fuel - Gas</i>	<i>Fuel - EV</i>	<i>Golf</i>	<i>Hotel</i>	<i>Multi-use</i>
<i>Cathedral City</i>	\$2,940	\$131,465	\$0	\$0	\$84,896	\$0	\$0	\$0	\$0	\$0
<i>Coachella</i>	\$0	\$411,696	\$4,530	\$0	\$174,948	\$0	\$0	\$0	\$0	\$0
<i>Desert Hot Springs</i>	\$40,762	\$321,475	\$0	\$0	\$0	\$185,424	\$0	\$0	\$0	\$0
<i>Indian Wells</i>	\$0	\$171,642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Indio</i>	\$141,554	\$1,214,332	\$1,876	\$0	\$60,029	\$133,210	\$0	\$0	\$0	\$0
<i>La Quinta</i>	\$58,800	\$1,033,692	\$0	\$4,790	\$0	\$0	\$1,400	\$0	\$31,040	\$0
<i>Palm Desert</i>	\$432,948	\$693,941	\$42,680	\$56,663	\$78,303	\$0	\$651	\$0	\$0	\$0
<i>Palm Springs</i>	\$0	\$168,795	\$781	\$0	\$36,871	\$0	\$0	\$0	\$0	\$61,698
<i>Rancho Mirage</i>	\$0	\$491,195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Riverside County</i>	\$33,712	\$484,065	\$99,159	\$21,763	\$22,543	\$0	\$0	\$0	\$7,166	\$0
Total	\$710,716	\$5,122,298	\$149,026	\$83,216	\$457,590	\$318,634	\$2,051	\$0	\$38,206	\$61,698

Table 2: Development units per land use.

	<i>Multi-family</i>	<i>Single-family</i>	<i>Industrial (sq ft)</i>	<i>Office (sq ft)</i>	<i>Retail (sq ft)</i>	<i>Fuel - Gas (dispensers)</i>	<i>Fuel - EV (dispensers)</i>	<i>Golf (ac)</i>	<i>Hotel (rooms)</i>
<i>Cathedral City</i>	2	54	0	0	12,881	0	0	0	0
<i>Coachella</i>	0	168	3,653	0	27,946	0	0	0	0
<i>Desert Hot Springs</i>	17	148	0	0	0	18	0	0	0
<i>Indian Wells</i>	0	73	0	0	0	0	0	0	0
<i>Indio</i>	115	579	1,400	0	9,856	14	0	0	0
<i>La Quinta</i>	44	414	0	1,963	0	0	14	0	8
<i>Palm Desert</i>	604	301	58,729	24,300	12,567	0	7	0	0
<i>Palm Springs</i>	0	71	630	0	6,133	0	0	0	0
<i>Rancho Mirage</i>	0	160	0	0	0	0	0	0	0
<i>Riverside County</i>	25	361	37,745	5,922	3,395	0	0	0	2
Total	807	2,329	102,157	32,185	72,778	32	21	0	10

Measure A Collections

Jurisdictions participating in the collection of TUMF receive 100% of their local Measure A for street and road projects. The formula for local Measure A distribution involves two variables in equal proportions: 1) dwelling units, and 2) taxable sales. These variables are updated on an annual basis for use beginning July 1st of each fiscal year.

As of June 30, 2023, the cumulative amount of regional Measure A received – \$318,325,479 – has exceeded the amount of TUMF collected – \$153,984,066. In all jurisdictions, the cumulative local Measure A received has exceeded the cumulative TUMF collected.

The graphs on the following pages illustrate the comparison on an all-jurisdiction cumulative basis as well as individual jurisdictions by fiscal year.

All Jurisdictions

	<i>TUMF Collections</i>	<i>Measure A Collections</i>
<i>Cathedral City</i>	\$12,835,886	\$40,774,388
<i>Coachella</i>	\$7,706,638	\$12,277,152
<i>Desert Hot Springs</i>	\$8,025,394	\$10,274,552
<i>Indian Wells</i>	\$3,583,469	\$6,566,746
<i>Indio</i>	\$38,720,534	\$40,874,432
<i>La Quinta</i>	\$7,256,018	\$11,139,565
<i>Palm Desert</i>	\$25,361,573	\$70,297,043
<i>Palm Springs</i>	\$17,366,705	\$56,011,049
<i>Rancho Mirage</i>	\$12,722,179	\$23,959,185
<i>Riverside County</i>	\$20,405,670	\$46,151,366
Total	\$153,984,066	\$318,325,479

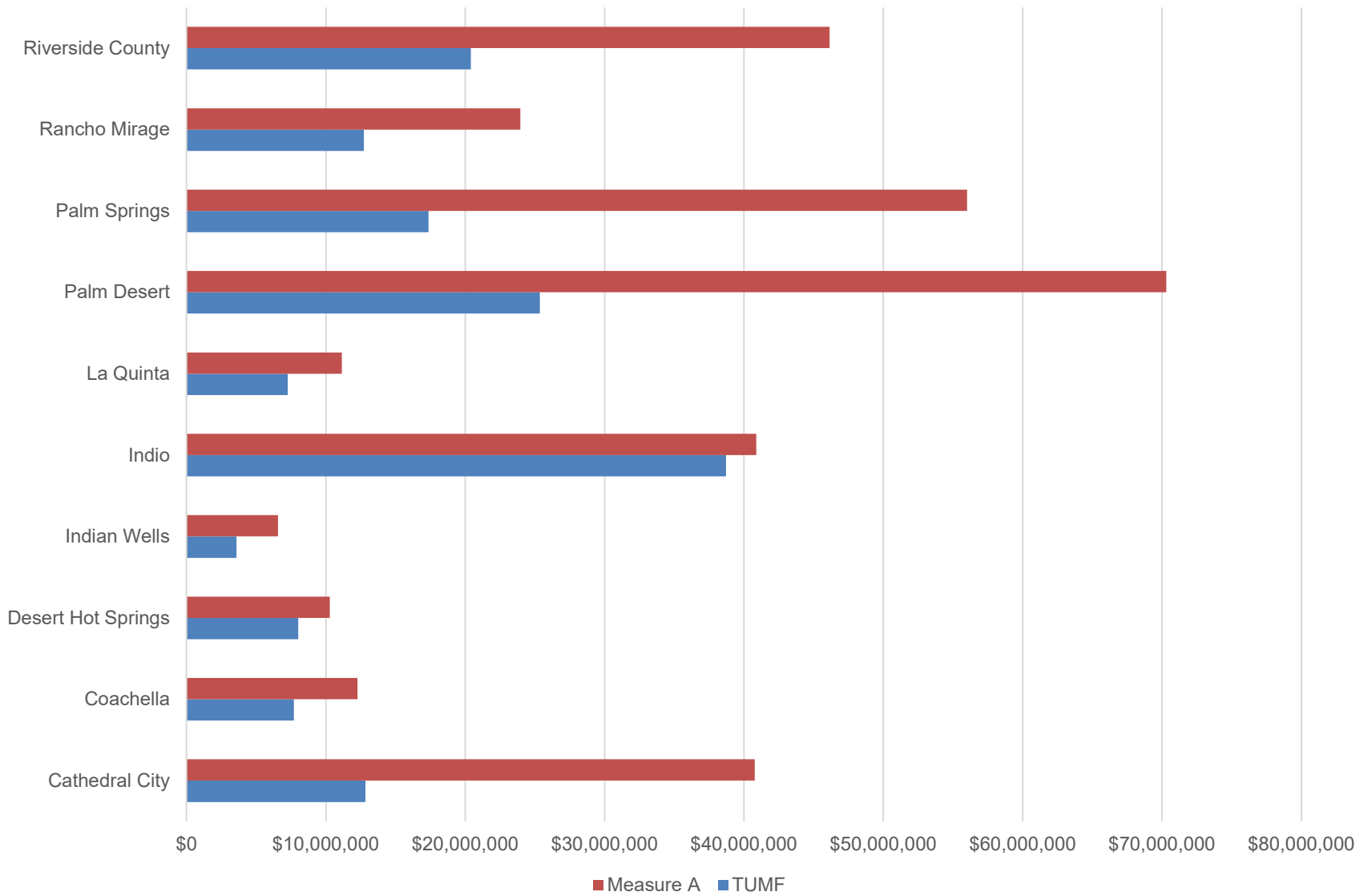


Figure 14: Local Measure A received compared to TUMF collected per jurisdiction, 1989-2023

Cathedral City

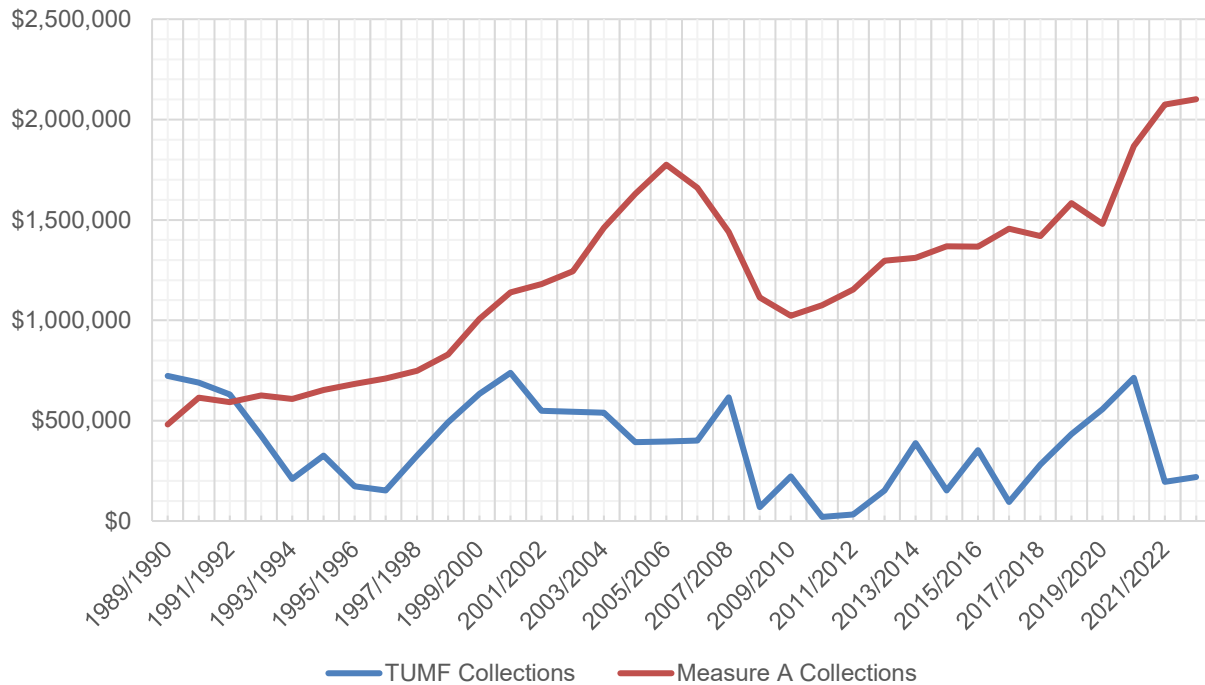


Figure 15: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Cathedral City.

Coachella

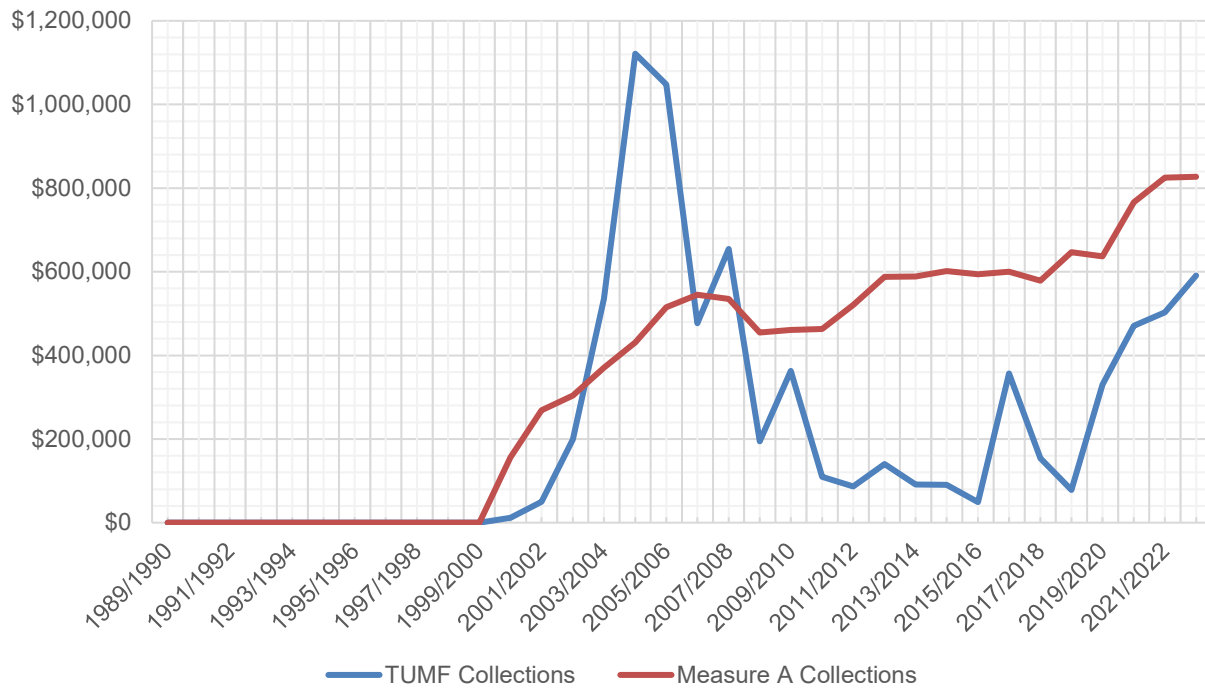


Figure 16: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Coachella.

Desert Hot Springs

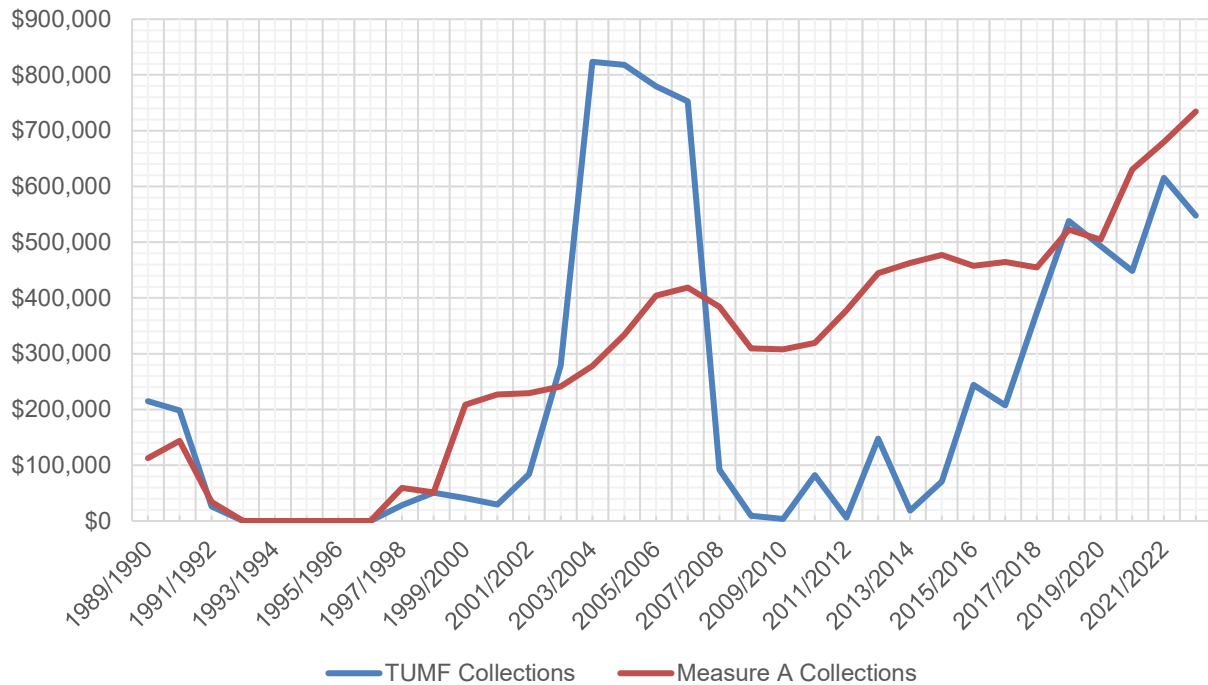


Figure 17: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Desert Hot Springs.

Indian Wells

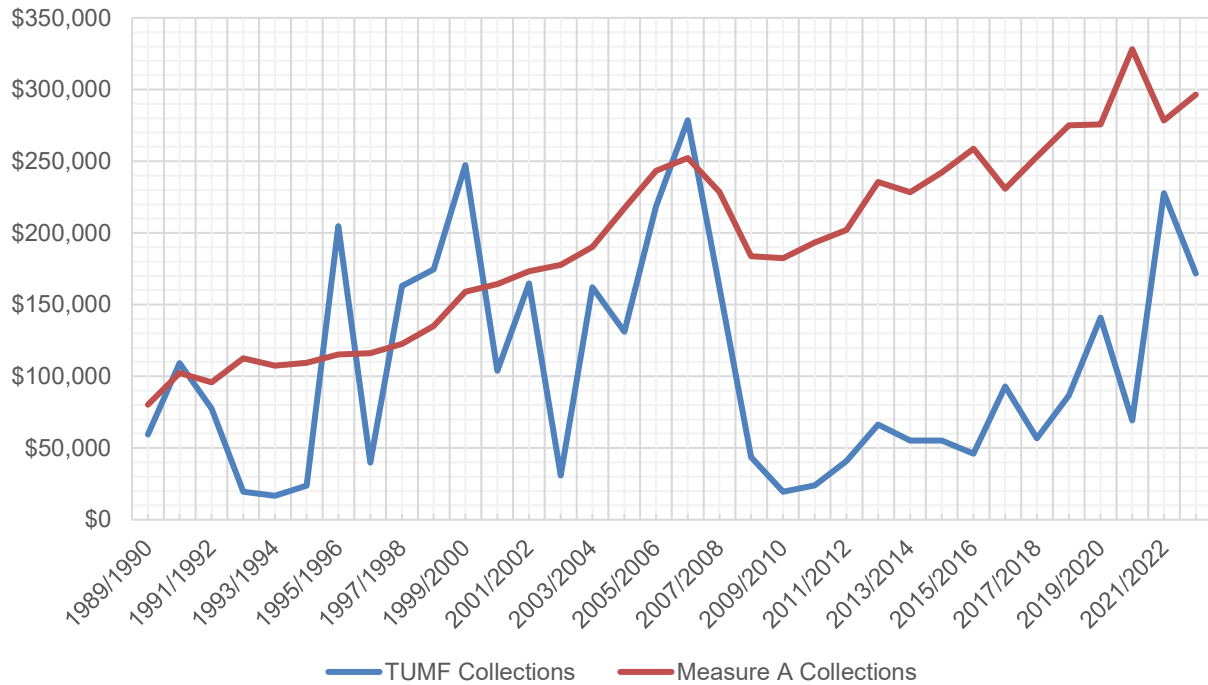


Figure 18: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Indian Wells.

Indio

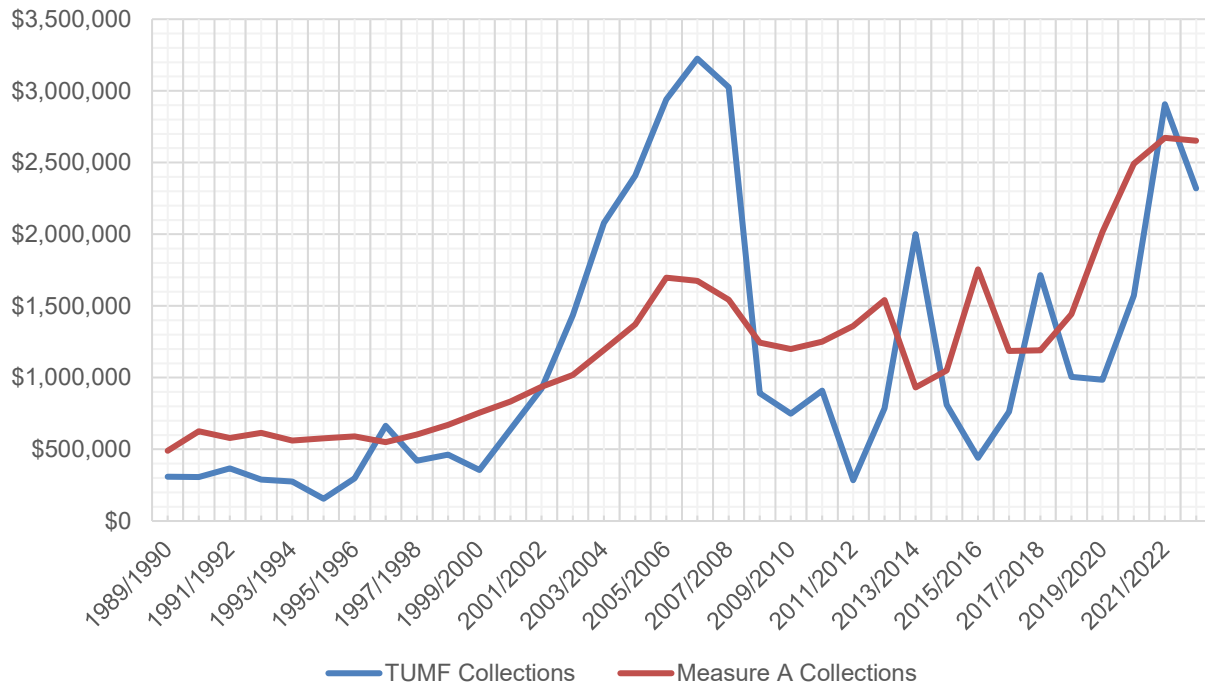


Figure 19: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Indio.

La Quinta

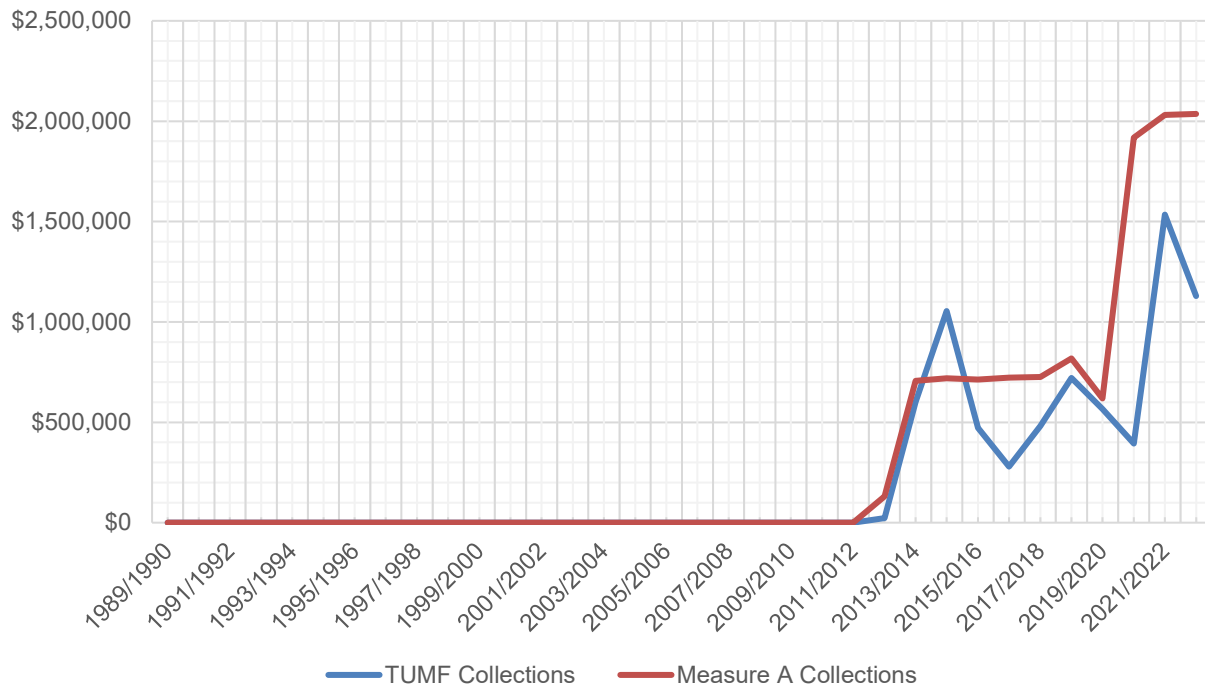


Figure 20: Cumulative TUMF collected by CVAG compared to Measure A funds collected by La Quinta.

Palm Desert

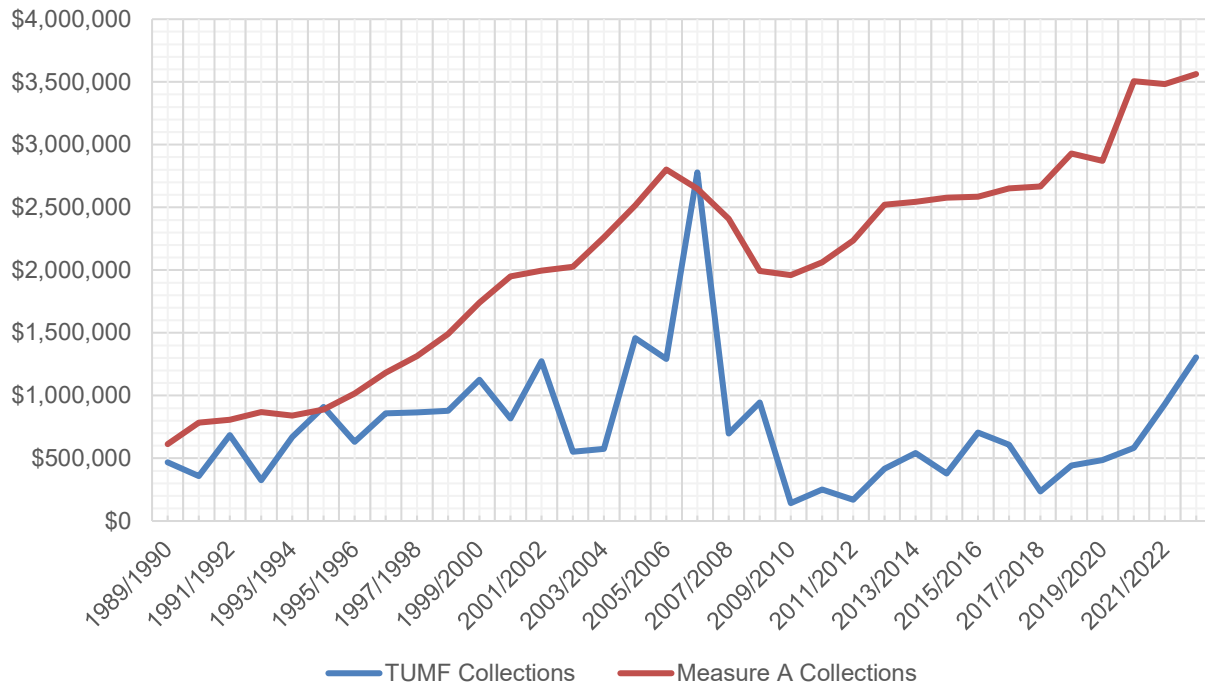


Figure 21: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Palm Desert.

Palm Springs

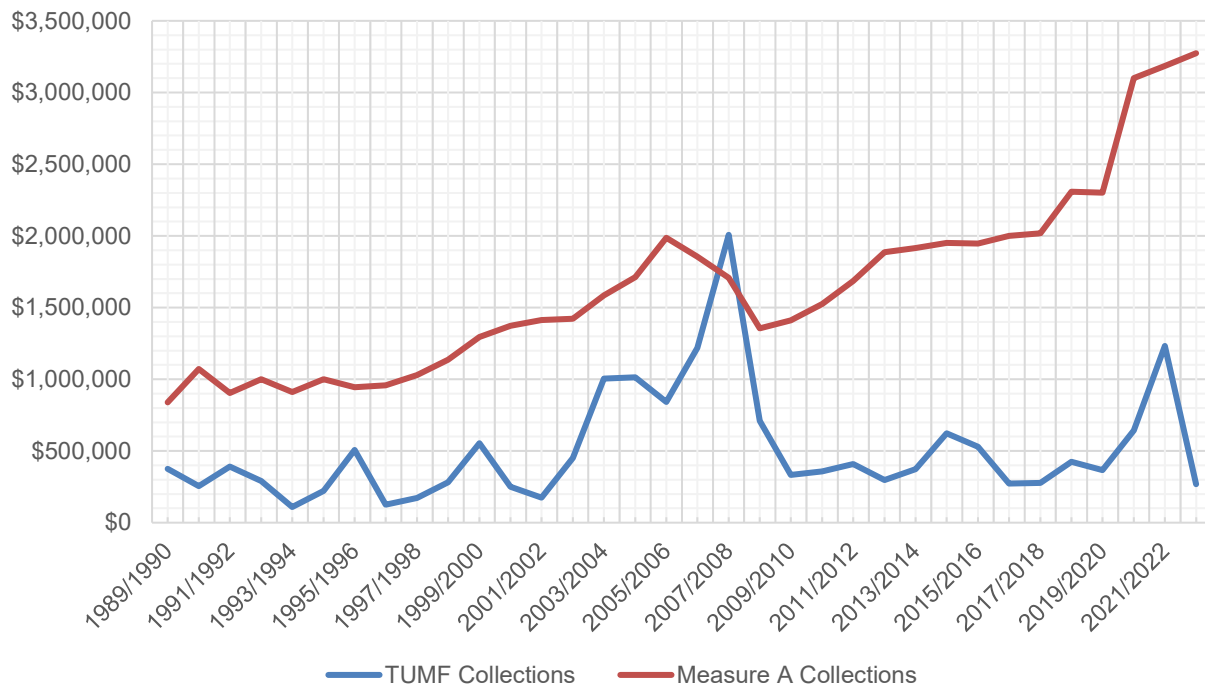


Figure 22: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Palm Springs.

Rancho Mirage

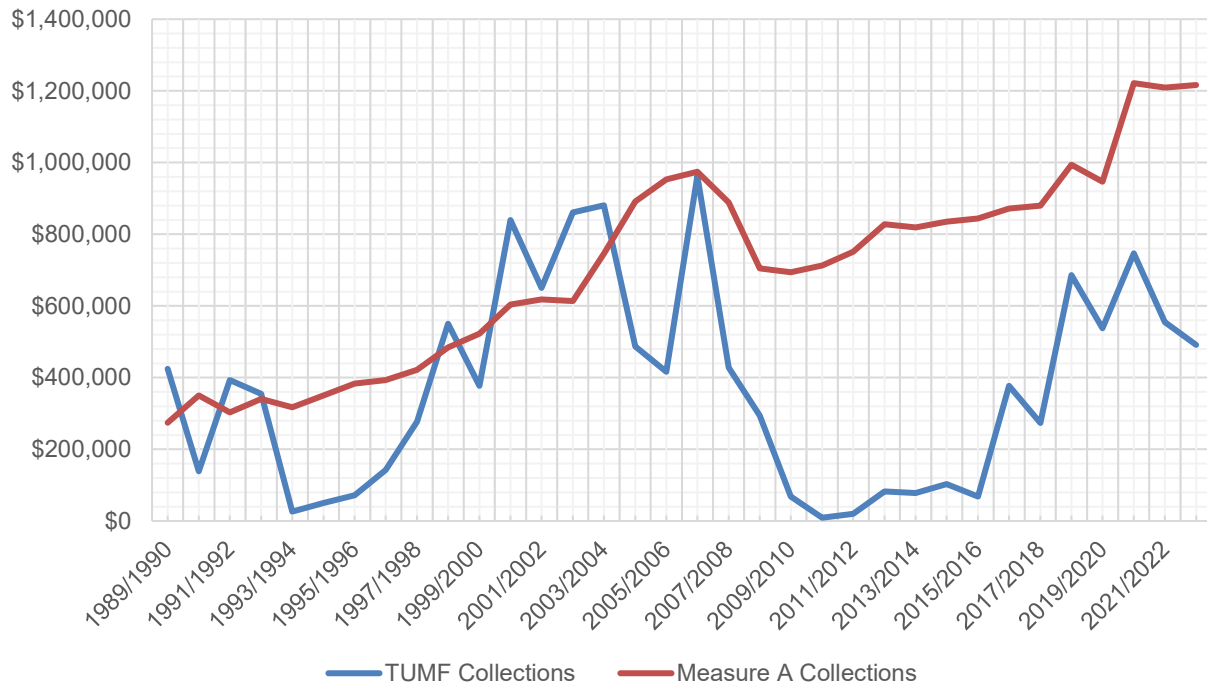


Figure 23: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Rancho Mirage.

Riverside County

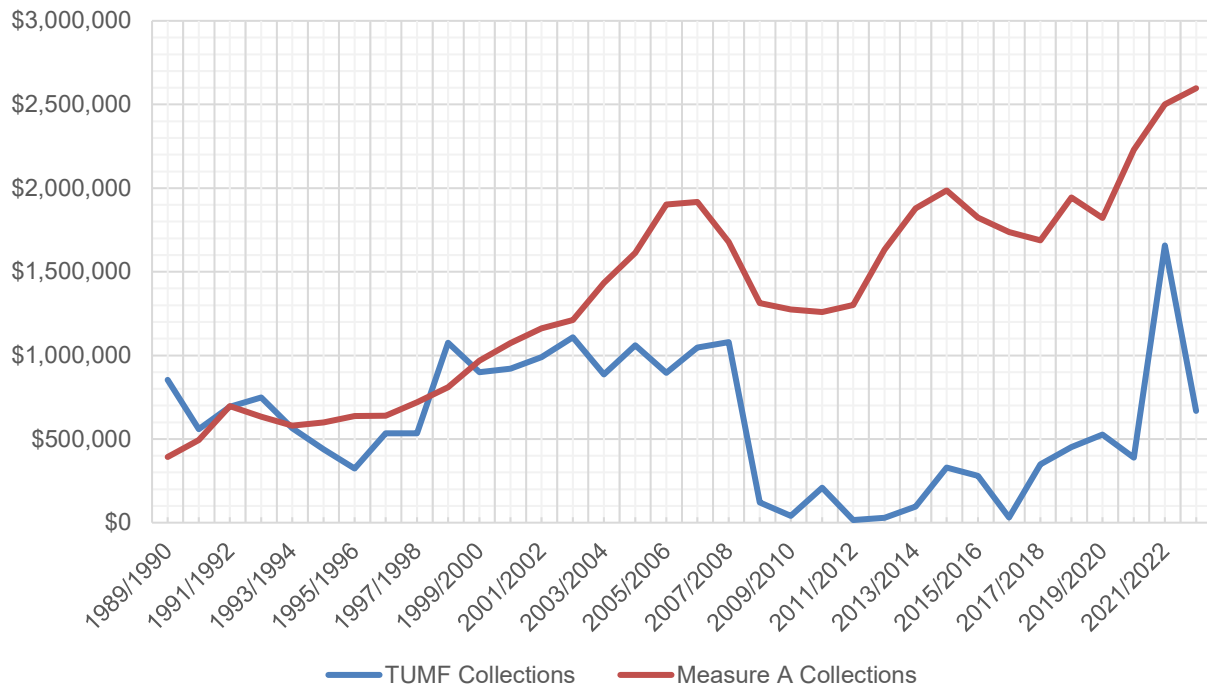


Figure 24: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Riverside County.

Congestion Management Program

The Congestion Management Program (CMP) is an effort to link land use, transportation, and air quality, to promote reasonable growth management programs that will effectively utilize new transportation funds, alleviate traffic congestion and related impacts, and improve air quality.

The CMP states: "Any jurisdiction that adopts a multi-jurisdictional Transportation Uniform Mitigation Fee (TUMF) which complements the objectives of the CMP, will be found in compliance with the CMP requirements." All jurisdictions, regardless of whether or not they participate in the TUMF Program, must comply with other required elements of the CMP, such as development of deficiency plans if the actual level of service (LOS) falls below the minimum CMP requirement standard of "E", a Transportation Demand Management (TDM) plan, and adherence to the Conformance and Monitoring Process.

Measure A funds are distributed to local jurisdictions for local street and road projects. These funds are distributed by the Riverside County Transportation Commission (RCTC), based on a Coachella Valley formula that applies a 50% weight to the proportionate share of dwelling units and a 50% weight to taxable sales generated. The CMP requires, as of January 1, 1992, that all new development be tracked in non-TUMF jurisdictions, and calculations performed annually, to demonstrate an equitable share of Measure A funds towards the Regional Arterial Program.

CVAG Monitoring Process

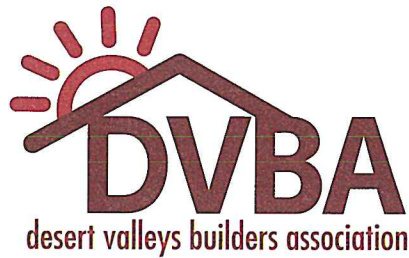
To meet requirements of the CMP, In-Lieu jurisdictions forward copies of their approved Building Activity Report (or its equivalent) to CVAG on a monthly basis. CVAG staff reviews the report and requests copies of building permits issued for all development subject to TUMF. Data is then extracted from the building permits and entered into the jurisdiction's database as if the jurisdiction was participating in the TUMF program. Estimation is obtained when fees are calculated on development subject to TUMF.

The City of La Quinta began participation in the TUMF Program in April 2013. Prior to its participation in the collection of TUMF, La Quinta forfeited its local Measure A to the Regional Arterial Program on a monthly basis. The amount of local Measure A was tracked and compared with estimated revenue that would have been generated if TUMF had been collected. CVAG has recovered all Measure A funds from La Quinta as of September 30, 2019.

Table 3: Expenditures on Measure A & TUMF eligible projects.

Project Description	Lead Agency ¹	Project Cost	Approved CVAG Share	Actual Expenditures Prior to FY 17/18	Actual Expenditures FY 17/18	Actual Expenditures FY 18/19	Actual Expenditures FY 19/20	Actual Expenditures FY 20/21	Actual Expenditures FY 21/22	Actual Expenditures FY 22/23	Total Expenditures to Date
Interchanges											
Interchange Preparation Fund	Various	\$ 14,049,238.75	\$ 14,239,238.75	\$ 5,126,986.94	\$ 827,766.80	\$ 3,451,214.96	\$ 1,304,285.39	\$ 123,407.25	\$ 1,117,659.82	\$ 126,256.32	\$ 12,077,567.48
Jackson St/I-10 IC	COR	\$ 8,300,000.00	\$ 6,225,000.00	\$ 879,007.86	\$ 240,692.41	\$ 1,429,739.85	\$ 608,883.09	\$ 197,655.55	\$ 207,548.27	\$ 799,945.59	\$ 4,363,472.62
Monroe St/I-10 IC	COR	\$ 14,137,200.00	\$ 12,102,900.00	\$ 764,237.78	\$ 234,370.70	\$ 1,280,917.83	\$ 733,006.98	\$ 193,912.35	\$ 2,057,142.74	\$ 2,578,316.65	\$ 7,841,905.03
Portola Ave./I-10 IC	COR	\$ 72,100,000.00	\$ 13,061,250.00	\$ -	\$ -	\$ 1,199,789.65	\$ 1,418,084.56	\$ 1,072,227.29	\$ 193,216.51	\$ 9,524.71	\$ 3,892,842.72
Jefferson St./I-10 IC	COR	\$ 77,886,000.00	\$ 42,160,000.00	\$ 24,794,743.50	\$ 2,526,375.42	\$ 839,987.59	\$ -	\$ 45,660.46	\$ -	\$ -	\$ 28,206,766.97
Avenue 50/I-10 IC	COA	\$ 2,800,000.00	\$ 2,300,768.00	\$ 1,361,229.00	\$ 654,736.92	\$ 259,613.98	\$ 25,188.10	\$ -	\$ -	\$ -	\$ 2,300,768.00
Indian Canyon Dr./I-10 IC	PS	\$ 26,476,137.00	\$ 3,142,835.00	\$ 2,604,198.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,604,198.31
Palm Dr./Gene Autry Tr./I-10 IC	COR	\$ 38,603,000.00	\$ 25,931,000.00	\$ 5,997,055.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,997,055.54
Date Palm Dr./I-10 IC incl. RR bridge	Various	\$ 31,721,000.00	\$ 17,181,000.00	\$ 11,678,993.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,678,993.37
Monterey Ave./I-10 Ramp Improvements	PD	\$ 8,100,000.00	\$ 5,150,000.00	\$ 3,990,633.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,990,633.40
Subtotal Interchanges:		\$ 294,172,575.75	\$ 141,493,991.75	\$ 57,197,085.70	\$ 4,483,932.25	\$ 8,461,263.86	\$ 4,089,448.12	\$ 1,632,862.90	\$ 3,575,567.34	\$ 3,514,043.27	\$ 82,954,203.44
Bridges											
Cathedral Canyon Bridge	CC	\$ 22,038,000.00	\$ 2,577,092.58	\$ 204,229.30	\$ -	\$ 58,910.30	\$ -	\$ 566,210.51	\$ 1,483,574.17	\$ 9,299.26	\$ 2,322,223.54
Ave. 66 Grade Separation	COR	\$ 23,490,000.00	\$ 16,964,667.00	\$ 2,355,213.07	\$ 379,345.70	\$ 3,105,748.25	\$ 4,279,140.40	\$ 3,618,244.59	\$ 1,972,967.32	\$ 520,473.80	\$ 16,231,133.13
Ramon Bridge Widening	PS	\$ 35,998,000.00	\$ 8,146,500.00	\$ 657,611.09	\$ 56,906.56	\$ 263,238.85	\$ 492,089.93	\$ 309,886.89	\$ 73,832.48	\$ 243,326.70	\$ 2,096,692.30
Vista Chino Bridge (across WWR)	PS	\$ 114,700.00	\$ 8,172,375.00	\$ 107,911.44	\$ 38,714.95	\$ 72,223.89	\$ 125,662.61	\$ 4,761.79	\$ 15,482.11	\$ 19,147.18	\$ 383,903.97
Dune Palms Bridge over WWR	LQ	\$ 19,993,000.00	\$ 9,119,730.00	\$ 154,962.67	\$ 414,810.68	\$ 691,953.59	\$ 556,541.81	\$ 279,840.58	\$ 286,611.62	\$ 903,950.33	\$ 3,290,671.28
South Palm Canyon Bridge	PS	\$ 101,968.00	\$ 865,326.00	\$ 49,809.73	\$ 12,790.28	\$ 28,677.48	\$ 12,772.62	\$ 32,812.83	\$ 3,655.26	\$ 1,841.91	\$ 142,360.11
East Palm Canyon Bridge	PS	\$ 102,083.00	\$ 1,109,811.00	\$ 25,714.78	\$ 18,193.23	\$ 16,963.55	\$ 5,299.66	\$ 133,408.85	\$ 68,413.95	\$ 77,636.36	\$ 345,630.38
Ave. 50 Bridge (WWR & SR86)	COA	\$ 7,407,835.00	\$ 5,535,626.00	\$ 356,093.43	\$ 86,569.99	\$ 125,156.01	\$ 224,987.05	\$ 46,490.43	\$ 554,688.77	\$ 210,037.69	\$ 1,604,023.37
Avenue 44 Bridge (across WWR)	Indio	\$ 19,230,000.00	\$ 3,216,000.00	\$ -	\$ 264,329.98	\$ 127,864.02	\$ 75,690.63	\$ 40,263.53	\$ 32,670.39	\$ 26,184.92	\$ 566,993.47
Ave. 56 Grade Separation	COR	\$ 22,218,043.00	\$ 14,884,000.00	\$ 12,421,562.59	\$ 952,902.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,374,464.90
Frank Sinatra Bridge (across WWR)	RM	\$ 35,290,000.00	\$ 4,548,658.00	\$ 128,982.29	\$ 39,199.50	\$ 20,825.41	\$ 24,265.56	\$ 37,034.59	\$ 20,409.04	\$ -	\$ 270,716.39
Date Palm Bridge (across WWR)	CC	\$ 18,703,000.00	\$ 1,608,925.00	\$ 193,820.80	\$ 1,083,342.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,277,163.12
Indian Canyon Ave. (from Garnet to and incl. RR crossing)	PS	\$ 21,500,000.00	\$ 7,500,000.00	\$ 1,342,311.90	\$ -	\$ 222,130.35	\$ 27,543.11	\$ 197,060.49	\$ 297,090.52	\$ 168,139.25	\$ 2,254,275.62
Subtotal Bridges:		\$ 226,186,629.00	\$ 89,196,510.58	\$ 17,998,223.09	\$ 3,347,105.50	\$ 4,733,691.50	\$ 5,825,993.38	\$ 5,265,805.08	\$ 4,809,395.63	\$ 2,180,037.40	\$ 44,160,251.58
Arterial Links											
North Indian Canyon (20th to Dillon)	COR	\$ 4,788,000.00	\$ 3,591,000.00	\$ 636,489.56	\$ -	\$ 1,036,124.06	\$ 369,637.89	\$ 194,697.22	\$ 2,524,828.32	\$ -	\$ 4,761,777.05
Avenue 48 - Van Buren to Dillon	COR	\$ 4,700,000.00	\$ 3,525,000.00	\$ -	\$ 245,314.68	\$ 319,933.84	\$ 30,545.79	\$ 135,207.55	\$ 84,515.52	\$ 191,183.18	\$ 1,006,700.56
Madison St. (from Ave. 52 to Indio Blvd.)	Indio	\$ 46,250,000.00	\$ 24,204,794.00	\$ 8,665,329.99	\$ 4,072,772.29	\$ 6,448,163.54	\$ 1,798,595.70	\$ 242,336.24	\$ 75,455.97	\$ 116,770.56	\$ 21,419,424.29
Traffic Signals Project	COA	\$ 1,950,000.00	\$ 1,725,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jefferson St./Vamer Road north of I-10	Indio	\$ 6,000,000.00	\$ 4,500,000.00	\$ 1,611,753.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,611,753.83
Hwy. 111 in Indio	Indio	\$ 11,400,000.00	\$ 7,074,099.15	\$ 1,029,586.71	\$ 1,255,770.12	\$ 4,626,430.62	\$ 140,653.66	\$ -	\$ -	\$ -	\$ 7,052,441.11
Ave. 48 between Jackson and Van Buren	COA	\$ 3,622,000.00	\$ 991,500.00	\$ 83,066.23	\$ 26,418.04	\$ 41,773.56	\$ 840,242.17	\$ -	\$ -	\$ -	\$ 991,500.00
Date Palm Drive North of I-10	CC	\$ 3,116,000.00	\$ 2,337,000.00	\$ 464,133.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 464,133.55
Jackson Street Signal Improvements	Indio	\$ 3,000,000.00	\$ 2,655,900.00	\$ 198,081.05	\$ 2,278,420.28	\$ 8,439.40	\$ 167,959.27	\$ -	\$ -	\$ -	\$ 2,652,900.00
Avenue 50 (Calhoun to Harrison)	COA	\$ 4,500,000.00	\$ 3,375,000.00	\$ -	\$ -	\$ 197,149.72	\$ 88,705.98	\$ 209,539.78	\$ 57,850.01	\$ 665,318.06	\$ 1,218,563.55
Avenue 50 (SR86 to I-10)	COA	\$ 1,820,000.00	\$ 1,365,000.00	\$ -	\$ 692,970.11	\$ 37,776.05	\$ 15,206.26	\$ 273,472.69	\$ -	\$ 345,574.89	\$ 1,365,000.00
2017 ATP Regional Bicycle/Pedestrian Safety Program	Various	\$ 14,627,890.00	\$ 10,235,384.00	\$ -	\$ 722,787.67	\$ 1,461,151.14	\$ 3,008,033.24	\$ 1,369,880.71	\$ 1,762,498.55	\$ 1,020,987.44	\$ 9,345,138.75
Fred Waring/Washington Street Intersection	LQ	\$ 1,860,745.00	\$ 1,395,555.00	\$ -	\$ -	\$ -	\$ 252,092.04	\$ 929,945.27	\$ 116,140.66	\$ -	\$ 1,298,177.97
Avenue 50 and Jackson Street Intersection Improvement	Indio	\$ 1,594,600.00	\$ 1,195,950.00	\$ -	\$ -	\$ 8,797.73	\$ 190,868.03	\$ 85,515.55	\$ 81,595.83	\$ 194,012.64	\$ 560,789.78
2019 ATP Safety Program	Various	\$ 6,472,978.00	\$ 4,854,733.50	\$ -	\$ -	\$ -	\$ 1,520,510.45	\$ 731,836.76	\$ 523,696.71	\$ 46,122.75	\$ 2,822,166.67
Indian Canyon Two-way Conversion	PS	\$ 2,000,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000.00	\$ -	\$ 1,500,000.00
Grapefruit Blvd. between Leoco Lane and 9th Street	COA	\$ 5,024,462.00	\$ 1,453,820.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,453,820.76	\$ 1,453,820.76
Avenue 50 Widening (Jefferson St to Jackson St)	Indio	\$ 900,000.00	\$ 675,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,682.50	\$ 18,682.50
Jefferson St between Ave 38 and Sun City Blvd	Indio	\$ 300,000.00	\$ 225,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,648.50	\$ 1,648.50
Avenue 56 (Harrison to 111) FY 27/28 (Future)	COR	\$ 10,531,470.00	\$ 7,898,603.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monterey Ave. from Dinah Shore to Gerald Ford (Future)	RM	\$ 1,877,072.00	\$ 770,034.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Portola Ave., N. of Gerald Ford Dr. FY 2021/22 (Future)	PD	\$ 2,139,739.00	\$ 534,934.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Frank Sinatra at Hwy 111 (Future)	RM	\$ 1,794,282.00	\$ 670,712.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Arterial Links:		\$ 140,269,238.00	\$ 86,753,930.31	\$ 12,688,440.92	\$ 9,294,453.19	\$ 14,185,739.66	\$ 8,423,050.48	\$ 4,172,231.77	\$ 6,726,581.57	\$ 4,054,121.28	\$ 59,544,618.87
Total:		\$ 660,628,442.75	\$ 317,446,432.64	\$ 87,883,749.71	\$ 17,125,490.94	\$ 27,380,695.02	\$ 18,338,491.98	\$ 11,070,899.75	\$ 15,111,544.54	\$ 9,748,201.95	\$ 186,659,073.89

COR-County of Riverside, RM-Rancho Mirage, IW-Indian Wells, PD-Palm Desert, PS-Palm Springs, CC-Cathedral City, COA-Coachella LQ-La Quinta;



2024 BOARD OF DIRECTORS

PRESIDENT

Paul Mahoney,
PMA Advertising

Immediate Past President

Todd Hooks
Agua Caliente Band of
Cahuilla Indians

1st VICE PRESIDENT

Tom Dubose
Dubose Design Group, Inc.

SECRETARY/TREASURER

Pedro Rincon
Osborne Rincon CPAs

VICE PRESIDENT

OF ASSOCIATES

Allan Levin
Allan Levin & Associates

CHIEF EXECUTIVE OFFICER

Gretchen Gutierrez

DIRECTORS

Fred Bell/ 2024 PAC Chairman

Nobell Energy Solutions

Brian Benedetti

Brian Benedetti Construction

Mark Benedetti

Mario Gonzales – Presidents Council

GHA Companies

Joe Hayes – Presidents Council

Jeremy Roos

Agua Caliente Band of

Cahuilla Indians

Dave Lippert

Lippert Construction, Inc

Bruce Maize

Orr Builders

Russ Martin

Mission Springs Water

District

Deborah McGarrey

Southern California Gas Company

Dan Olivier

Nethery Mueller Olivier

Alan Pace

Petra GeoSciences

Kevin Pillow

PS Air Museum

John Powell, Jr.

Coachella Valley Water District

Phil Smith – Presidents Council

Sunrise Company

Alissa Vatter

Fidelity National Title

Jeff Wattenbarger – Presidents Council

Wattenbarger Construction

Michelle Witherspoon

MSA Consulting

March 21, 2024

Coachella Valley Association of Governments

Tom Kirk, Executive Director

c/o Peter Satin, Conservation Program Manager

74-199 El Paseo, Suite 100

Palm Desert, CA 92260

Dear Mr. Kirk:

Thank you for providing the Desert Valleys Builders Association the opportunity to review the Coachella Valley Association of Government's "Transportation Uniform Mitigation Fee Annual and Five-Year Report, fiscal Year 2022-2023."

Inconsistencies were found in early drafts of the annual report.

Finally, upon completion of a third draft we are content that CVAG's annual reporting obligations pursuant to the Mitigation Fee Act have been met.

Respectfully,

Gretchen Gutierrez
Chief Executive Officer

34360 Gateway Drive • Palm Desert • CA 92211

(760) 776-7001 office • (760) 776-7002 fax

www.TheDVBA.org

ITEM 7H

**Coachella Valley Association of Governments
Executive Committee
April 29, 2023**



STAFF REPORT

Subject: TUMF Inflation Adjustment for Calendar Year 2025

Contact: Peter Satin, Conservation Program Manager (psatin@cvag.org)

Recommendation: Adopt a 3.6-percent increase in Transportation Uniform Mitigation Fee (TUMF) rates to take effect January 1, 2025, and update the TUMF Handbook to reflect the revised fee upon its effective date

Transportation Committee: Concurred (Meeting of April 1)

Background: The Transportation Uniform Mitigation Fee (TUMF) was established in 1989 as a one-time impact fee charged on all new development occurring within the CVAG region. Monies collected through the TUMF program are applied to transportation-related capital facilities and infrastructure required to serve new growth within the Coachella Valley and are intended to compliment revenue generated through Riverside County's Measure A sales tax. To date, TUMF has provided less than the intended share of match toward Measure A funding.

The current TUMF rates were adopted in 2018 upon the completion of a revised Nexus Study, Transportation Project Prioritization Study, Regional Arterial Cost Estimate, and Active Transportation Plan. Prior to their adoption, the fee had remained unchanged at \$192/trip for over a decade. The 2018 Nexus Study originally proposed a revised fee of \$751/trip; however, this fee was reduced to the current \$245/trip after re-evaluating which regional transportation projects would likely be built in the near-term. This rate equates to \$2,313 for a single-family dwelling, as compared to the \$10,104 currently charged by Western Riverside Council of Governments for similar development.

The 2018 TUMF Handbook allows for the consideration of an annual inflation adjustment:

The inflation factor shall be the same one utilized by the Coachella Valley Local Development Mitigation Fee, based on the Riverside-San Bernardino-Ontario Consumer Price Index (CPI). Such CPI will be reviewed annually by the Executive Committee which will determine whether or not to apply the inflation factor.

The Local Development Mitigation Fee (LDMF) inflation factor is calculated on the CPI for All Urban Consumers (CPI-U), All items, as the over-the-year percent change, measured as of December in the calendar year which ends in the previous fiscal year. The Riverside-San Bernardino-Ontario CPI is measured every other month, and does not include data for the month of December. To approximate a data point for an unrecorded month, the Bureau of Labor Statistics (BLS) recommends taking the square root of the product of the indexes for the preceding and subsequent months, in this case November and January. This approximated December data point can then be used to calculate the over-the-year percent change.

Applying regular increases due to inflation is a preferred approach to infrequent increases to catch up over time. An inflation factor of 7.4-percent was applied across each of CVAG’s TUMF categories by the Executive Committee at its April 2023 meeting. In accordance with California’s Mitigation Fee Act, and to allow member jurisdictions time to update their local TUMF ordinances as needed, implementation of the inflation factor did not go into effect until January 1, 2024.

The CPI-U, All items for the Riverside-San Bernardino-Ontario metropolitan area rose by 3.58-percent for calendar year 2023. BLS notes that some entities choose to calculate “core” inflation on the CPI-U, less food and energy (the latter of which includes motor fuel), as these items tend to be more volatile in their pricing. Removing these volatile items from the regional CPI results in an inflation factor of 4.72-percent, largely due to reductions in the price of fuel and other energy sources. CVAG staff recommend applying the CPI-U, All items inflation factor of 3.58-percent to the current fee assessments, as described in the below table.

<i>TUMF Category</i>	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>Difference</i>
<u><i>Residential (per dwelling unit)</i></u>			
<i>Single family detached</i>	\$2,740	\$2,840	\$100
<i>Multi-family attached</i>	\$1,580	\$1,635	\$55
<i>Nursing/congregate care</i>	\$585	\$605	\$20
<i>Transit oriented single family</i>	\$2,330	\$2,415	\$85
<i>Transit oriented multi-family</i>	\$1,345	\$1,395	\$50
<u><i>Non-Residential (per 1,000 sq. ft)</i></u>			
<i>Retail</i>	\$7,130	\$7,385	\$255
<i>Office</i>	\$2,835	\$2,935	\$100
<i>Industrial</i>	\$1,440	\$1,490	\$50
<i>Fuel - gas (per dispensing unit)</i>	\$10,220	\$10,585	\$365
<i>Fuel - electric (per dispensing unit)</i>	\$105	\$110	\$5
<i>Hotel (per room)</i>	\$4,165	\$4,315	\$150
<i>Golf course (per acre)</i>	\$1,090	\$1,130	\$40

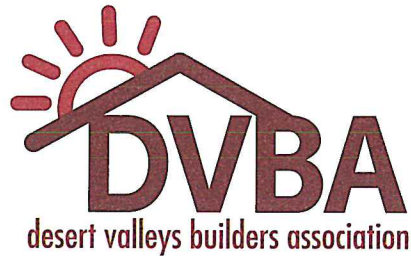
The revised rates would be implemented January 1, 2025 so that member jurisdictions will have sufficient time to amend local ordinances. The rates listed in the TUMF Handbook will also be updated at that time to reflect the adjustment.

This information was provided to the Desert Valleys Builders Association (DVBA) for comment on March 8, 2024. They have submitted a letter (attached) indicating support for a “periodic, systematic, and standard increase.”

Fiscal Analysis: Based on TUMF revenues generated in fiscal year 2022-2023, adjusting current TUMF rates based on the CPI-U, All items inflation rate of 3.56-percent would result in additional revenue of \$275,774.

Revising the TUMF Handbook will have no fiscal impact.

Attachments: DVBA comment letter dated March 21, 2023



2024 BOARD OF DIRECTORS

PRESIDENT

Paul Mahoney,
PMA Advertising

Immediate Past President

Todd Hooks
Agua Caliente Band of
Cahuilla Indians

1st VICE PRESIDENT

Tom Dubose
Dubose Design Group, Inc.

SECRETARY/TREASURER

Pedro Rincon
Osborne Rincon CPAs

VICE PRESIDENT

OF ASSOCIATES

Allan Levin
Allan Levin & Associates

CHIEF EXECUTIVE OFFICER

Gretchen Gutierrez

DIRECTORS

Fred Bell/ *2024 PAC Chairman*

Nobell Energy Solutions

Brian Benedetti

Brian Benedetti Construction

Mark Benedetti

Mario Gonzales – Presidents Council

GHA Companies

Joe Hayes – Presidents Council

Jeremy Roos

Agua Caliente Band of
Cahuilla Indians

Dave Lippert

Lippert Construction, Inc

Bruce Maize

Orr Builders

Russ Martin

Mission Springs Water
District

Deborah McGarrey

Southern California Gas Company

Dan Olivier

Nethery Mueller Olivier

Alan Pace

Petra GeoSciences

Kevin Pillow

PS Air Museum

John Powell, Jr.

Coachella Valley Water District

Phil Smith – Presidents Council

Sunrise Company

Alissa Vatter

Fidelity National Title

Jeff Wattenbarger – Presidents Council

Wattenbarger Construction

Michelle Witherspoon

MSA Consulting

March 21, 2024

Coachella Valley Association of Governments

Tom Kirk, Executive Director

c/o Peter Satin, Conservation Program Manager

74-199 El Paseo, Suite 100

Palm Desert, CA 92260

Re: Annual TUMF Report TUMF

Dear Mr. Kirk:

Thank you for providing the Desert Valleys Builders Association the opportunity to review the Coachella Valley Association of Government's "Annual Inflation Adjustment to the TUMF Fee." The DVBA supports our local agencies' periodic, systematic, and standard increase of costs based on recognized traditional methods such as Bureau of Labor Statistics Consumer Price Index.

The Desert Valleys Builders Association is satisfied that CVAG has met its obligations in its noticing and adherence to the Mitigation Fee Act in calculating a reasonable fee increase.

Respectfully,

Gretchen Gutierrez
Chief Executive Officer

34360 Gateway Drive • Palm Desert • CA 92211

(760) 776-7001 office • (760) 776-7002 fax

www.TheDVBA.org

ITEM 7I

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Funding a Non-Infrastructure Project in Cycle 7 of the State's Active Transportation Program

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

Recommendation: Authorize the Executive Director to commit regional transportation funding to CVAG's non-infrastructure grant application to maximize leveraging points in the application for Cycle 7 of the state's Active Transportation Program, with the condition that actual expenditure of funds would be dependent on securing the grant funding

Transportation Committee: Concurred (Meeting of April 1)

Background: The Coachella Valley has made it a priority to make significant investments in the local and regional transportation networks, particularly as it pertains to creating safe routes for pedestrians and cyclists. The California Transportation Commission's Active Transportation Program (ATP) is a major source of state and federal funding for projects. The ATP is an incredibly competitive grant program that attracts hundreds of applications each cycle – and the Coachella Valley has been consistently successful in bringing home millions of dollars for local and regional projects. Since 2014, CVAG and its members have received \$108.4 million in ATP funding.

For the previous ATP cycles, CVAG has submitted a grant application that focuses on the design or construction of a regional multi-modal project, such as CV Link and connections such as CV Link. This year, after coordinating with CTC staff and local partners, CVAG staff is taking a different approach and will be seeking funding for a valley-wide active transportation education and awareness program. This project, which the CTC refers to as a non-infrastructure program, will allow CVAG to bolster its investments in CV Link, the Arts and Music Line and other connections that cities have built.

The education and awareness program supports goals and objectives of the 2010 Non-Motorized Transportation Plan and 2016 Active Transportation Plan for the development and implementation of education and encouragement plans aimed at youth, adult cyclists, pedestrians, and motorists to increase public awareness of the benefits of bicycling and of available resources and facilities. The program will also support programming and activating the CV Link, which is expected to be substantially completed by the end of 2024. The 2016 CV Link Conceptual Master Plan recommended marketing promotional activities such as sporting and fitness events such as bike tours, running and walking events, and dog walk days to improve community health; and educational events and programming.

CVAG received feedback on the program concept from CTC staff when they held a workshop in the desert in January. CVAG staff went into greater project detail during a virtual site visit in March. The California Transportation Commission will receive applications for ATP Cycle 7 funding through June 17, 2024. The feedback from CTC staff has been generally positive and staff is developing a grant application that addresses the CTC feedback and highlights previous ATP investments such as CV Link. Principal elements of the program will include public participation, alignment to CTC ATP requirements, addressing the potential to increase biking and walking and reduce fatalities and injuries, demonstrating how the program will be evaluated for effectiveness, and innovative elements. In addition, the program will demonstrate how it will benefit schools and neighborhoods in disadvantaged communities adjacent to the CV Link.

The program, if funded, is expected to span three years, with the first year including procurement of vendors and program setup followed up two full years of education and engagement activities. Highlighted activities in the proposed program include:

- Community bike rides and bike challenges;
- Traffic gardens (parking lots marked for mini-city bicycle and pedestrian education);
- Creating and publishing a regional bike and trail map;
- Bike/walk to school events;
- Bike rodeos;
- Community art walks and rides;
- Community twilight rides; and
- Publishing a playbook to sustain the program beyond the grant funding

Staff has begun outreach to the community and prospective partners and engagement activities will continue this spring to reinforce the community support required for the grant application. The proposed program is similar to the smaller education program being conducted for the Arts and Music Line project using local funds. CVAG signaled its commitment to conduct the program in the Cycle 6 grant application, which helped CVAG win \$36,483,000 for the construction of the project. The Executive Committee authorized the education program consultant contract in December 2023, and work is under way to launch the program in fall 2024. The valley-wide education program will utilize many of the elements of the Arts and Music Line program for other areas of the Coachella Valley.

While CVAG and the valley have been successful in securing ATP funds, staff would caution that this is an extremely competitive funding program. Projects are scored on a 100-point scale, with every point counting. Evaluators consider cost-effectiveness, community buy-in and available matching funds in providing an application score. In a tight budget year, such the one the State is facing now, it is not uncommon for projects to need more than 90 points to be in the money. Staff is now recommending the Committee approves the funding approach approved in the last three cycles of ATP, which is to authorize the Executive Director to use regional transportation funding in order to maximize the prospects of a high-scoring grant application.

Fiscal Analysis: The exact amount of funds needed for the project is still being determined as the consultants finalize the scope of the project; however, the project is currently estimated to cost approximately \$3.1 million. Generally, showing a match of at least 20 percent can help maximize the score. As was done in the previous ATP cycles, CVAG staff is recommending that a local share of funding be committed locally. For the proposed grant application, the commitment of local funding will help with the scoring for a sustained program beyond the grant funding.

As was done in Cycles 4-6, the additional funding will be identified and reported to the Executive Committee once the total project cost is known, which could be in the Fall 2024 based on the current ATP grant cycle. Staff is recommending that, with approval of this item, the allocation of regional transportation funding is conditioned on successfully securing the grant funds.

ITEM 7J

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



STAFF REPORT

Subject: Amendment Six to AB 2766 Memorandum of Understanding

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

Recommendation: Approve Amendment Six to the AB 2766 Memorandum of Understanding between CVAG and the member jurisdictions to maintain the contributions at 75% for the Regional PM 10 Street Sweeping Program, through June 30, 2026

Energy & Sustainability Committee: Concurred (Meeting of April 11)

Background: Since the early 1990s, CVAG and its member agencies have cooperated on the Regional PM 10 Street Sweeping Program. This program is the best available control measure to reduce PM 10 (particulate matter of less than 10 microns), which originates from dust-generated activities such as vehicle traffic and construction. PM 10 is a criteria air pollutant and poses a significant risk to public health if left unabated. As such, CVAG member agencies have participated in the AB 2766 Memorandum of Understanding (MOU), where they contribute 75% of their AB 2766 funds to CVAG for the program. This program is a key component of the Coachella Valley's State Implementation Plan to address high levels of PM 10, which places the Coachella Valley in non-attainment.

In June 2020, the CVAG Executive Committee approved Amendment Number 5 to the MOU for a term of four years. It is set to expire on June 30, 2024. Staff is now recommending Amendment 6 to the MOU, which retains the same contribution level but for a shorter, two-year term. This will allow CVAG staff time to assess the impact that the increasingly frequent and severe blowsand events have on regional roads.

Weather events like the Valentine's Day storm in February 2019 and Tropical Storm Hilary in August 2023 were unprecedented for the desert. Tropical Storm Hilary brought an excessive amount of mud and sediment runoff, which compounded by severe winds has resulted in a substantial increase in the volume of dirt needing to be swept. As these events become more frequent, CVAG staff recognizes the need to take a proactive approach to assess the situation and associated program costs more frequently than every four years. Based on the assessment and findings over the next two years, CVAG staff will provide a recommendation on the current 75% commitment or if adjustments are warranted.

CVAG staff recommends that Amendment Six to the MOU to maintain the 75% commitment of AB 2766 funds from CVAG member jurisdictions be continued for the next two fiscal years through June 30, 2026. With approval by the CVAG Executive Committee, Amendment Six will be circulated to all participating member agencies for approval by their respective governing bodies.

Fiscal Analysis: AB 2766 funds are allocated to CVAG's individual jurisdictions as a percentage of vehicle license plate renewals. Through the MOU, these funds are redirected to the Regional PM 10 Street Sweeping Program.

Currently CleanStreet is under contract to conduct the regional street sweeping program for CVAG. The program is a cost-effective approach to keeping all the major streets in the Coachella Valley clean due to economies of scale, which results in low per-mile cost. Additionally, the program has historically received support from the South Coast Air Quality Management District (SCAQMD). In January 2019 the SCAQMD awarded CVAG a grant in the amount of \$1,150,000 for five years of the street sweeping program. The grant is in year three with an allocation amount of \$220,000 per year. The program is also supported through funding from the Coachella Valley Air Quality Enhancement Program Fund (COLMAC), which allocates \$150,000 per year to the program. The COLMAC funding is approved by the County of Riverside Board of Supervisors and current funding from this source is approved from FY 20/21 through 24/25. CVAG staff will work with the County of Riverside to request an extension of this grant, to continue to support dust mitigation in the Coachella Valley.

The City of Palm Springs also holds an agreement with Caltrans for the sweeping of State Highway 111 within City limits. Since 2005 CVAG has facilitated the inclusion of State Highway 111 in the City Palm Springs into the Regional PM10 Street Sweeping Program and receives an estimated \$27,000.

Attachment:

1. Amendment Six to AB 2766 Memorandum of Understanding

**AMENDMENT SIX
TO
AB 2766 MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AND
CVAG MEMBER JURISDICTIONS**

JULY 1, 2024

The AB 2766 Memorandum of Understanding (MOU) is made and entered into by and between the Coachella Valley Association of Governments (CVAG) and the CVAG member jurisdictions. The parties acknowledge that this Amendment shall be for the period starting July 1, 2024, and shall bind the parties hereunder for the entire term of the two-year amendment; through June 30, 2026.

The AB 2766 MOU is hereby amended through this Amendment Six as follows:

- 1) At their April 29, 2024, meeting, the Executive Committee approved to maintain CVAG's AB 2766 formula at **75%** to provide sustainable funding of the Regional PM 10 Street Sweeping Program and related activities starting July 1, 2024 through June 30, 2026;
- 2) All other terms and conditions shall remain the same.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____

Title: Scott Matas, CVAG Chair

Date: _____

CITY (COUNTY) OF _____

By: _____

Title: _____

Date: _____

ITEM 7K

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



STAFF REPORT

Subject: Funding Opportunities for Addressing Extreme Heat and Climate Resiliency

Contact: Jacob Alvarez, Program Manager (jalvarez@cvaq.org)

Recommendation: Authorize the Executive Director to take any necessary steps for CVAG to submit grant applications to the Governor’s Office of Planning & Research’s Integrated Climate Adaptation Resiliency Program, including letters of commitment and agreements between partnering agencies

Energy & Sustainability Committee: A verbal update was provided as part of the Executive Director’s comments (Meeting of April 11)

Background: CVAG recently learned about two potential grant opportunities with the California Governor’s Office of Planning & Research’s Integrated Climate Adaptation Resiliency Program (ICARP). One is the Extreme Heat and Community Resilience Program, which is due May 7, and the other is the Adaptation Planning Grant, due June 3, 2024. These grant programs do not require financial matches, but do score better when they have partnerships with co-applicants and community based organizations. Due to the urgent timing of the application deadlines, CVAG staff is recommending the Executive Director be provided authorization to complete agreements with project partnerships and a letter of commitment to the project.

Extreme Heat and Community Resilience Program

The Extreme Heat and Community Resilience Program (EHCRP) supports the state’s comprehensive response to extreme heat. EHCRP provides funding and technical support to build capacity for heat action planning and project implementation to mitigate the impacts of extreme heat or urban heat island effect in the most heat-vulnerable communities. The program also supports the state’s work to implement California’s Extreme Heat Action Plan. The Extreme Heat Action Plan is a comprehensive, coordinated response across state agencies for advancing equitable outcomes, including reducing economic and health disparities associated with extreme heat.

EHCRP was created as a result of SB 155 Public Resources’ trailer bill (2021). This bill made available \$25 million in the 2022–23 fiscal year to ICARP. The bill establishes a grant program for projects that mitigate the impacts of extreme heat or the urban heat island effect, by adopting strategies, including, but not limited to, heat action plans, providing mechanical or natural shade, increasing building and surface reflectance, providing passive or low-energy cooling strategy, and promoting evaporative cooling.

This is the first round of the program and only \$20 million is available for small and large planning grants and small and large implementation grants.

CVAG staff anticipates submitting two projects by the May 7 deadline. The first would be a planning grant application that would develop a blueprint for deploying cool pavements as part of the pavement

management program that's detailed in a separate staff report. The second application would seek a large implementation grant to deploy mobile hydration stations along CV Link that are operated by rangers. This project would help activate CV Link as a public space, and will build on the trail and open space ranger program that are being developed by the Coachella Valley Conservation Commission (CVCC) for managing habitat and conservation lands.

The State anticipates recommending awards in the summer 2024 with a start date set for fall 2024. Awarded projects should be completed no later than 30 months after the start of the grant agreement.

Adaptation Planning Grant Program

OPR, through the ICARP, also received funding for Adaptation Planning Grant Program (APGP) through the State's 2021-2022 Budget. This program funds planning efforts that identify climate resilience priorities, and supports the development of a pipeline of climate resilient infrastructure projects across the State. The goal is to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure.

This will be the second round of APGP, with a total of \$9.5 million available. The maximum grant award is \$650,000. The grant is due Tuesday, June 3. It is anticipated that the notice of recommended award would occur in the summer and awardees would have 24 months after the start of the grant to complete the project. Staff is currently finalizing a project, but is likely to revive a proposal that would plan for the implementation of shading and greening initiatives across the Coachella Valley.

Staff is seeking authorization for the Executive Director to take any necessary steps for CVAG to develop and submit ICARP grant proposals. This could include executing an agreement between partnering agencies and leading a grant application submission on behalf of the region.

Fiscal Analysis: CVAG can use existing staff time to complete these applications. Additional resources are needed and consultant support from the Qualified Vendor List will likely be used under the Executive Director's signing authority. A separate agenda item recommending an amendment for Alta Planning and Design also incorporates grant writing support for these efforts.

ITEM 7L

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Resolution Pursuant to Government Code Section 54221 declaring that certain real property located east of Bob Hope Drive & South of Ramon Road (APN: 658-010-010) is Exempt Surplus Land and Finding that such declaration is not a Project subject to Environmental Review under the California Environmental Quality Act.

Contact: Martin Magaña, CVAG Consultant (mmagana@cvag.org)

Recommendation: Staff recommends that the CVAG Executive Committee adopt a Resolution declaring, pursuant to Government Code Section 54221, that certain real property located east of Bob Hope Drive & South of Ramon Road (APN: 658-010-010) is exempt surplus land and finding that such declaration is not a project subject to environmental review under the California Environmental Quality Act.

Background: CVAG owns certain real property in fee, commonly known as APN: 658-010-010, located east of Bob Hope Drive & South of Ramon Road, as more particularly described in Exhibit A of the attached Resolution (the "Property"). CVAG would like to dispose of the Property to the Agua Caliente Band of Cahuilla Indians ("Tribe") so that the Tribe can use the Property for their own development purposes. However, CVAG was advised by its legal counsel that it has to comply with Surplus Lands Act (Government Code Section 54220 et seq.) prior to disposing of the property.

In an effort to address the housing crisis throughout the state, the State Legislature revamped the Surplus Lands Act (Government Code Section 54220 et seq.) ("SLA") in 2019 to strengthen the right of first refusal for affordable housing developers to bid on local agency-owned surplus land. The SLA requires public agencies to comply with certain procedures when disposing of real property. The California Department of Housing and Community Development ("HCD") has adopted guidelines to interpret the SLA. The SLA was recently amended by Assembly Bill 480 (Ting) Senate Bill 229 (Umbert). These changes took effect January 1, 2024.

The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of "surplus land." SLA requires that before a local agency may dispose of land subject to the SLA, the land must be declared either "surplus land" or "exempt surplus land," as supported by written findings. For "surplus land," CVAG must go through a formal process to offer the land to qualifying entities and negotiate with responsive parties. However, the SLA contains exemptions for certain types of land ("exempt surplus land") where this formal process does not apply.

One such exemption is for real property that is transferred to a federally recognized California Indian tribe (Government Code section 54221(f)(1)(D).) Here, this exemption fits because

CVAG desires to dispose of the property to the Tribe, a federally recognized California Indian tribe, so that the Tribe can use the Property for their own development purposes.

Adoption of the attached Resolution would declare the Property as exempt surplus pursuant to the aforementioned exemption. Under HCD's Surplus Land Act Guidelines ("Guidelines") promulgated pursuant to the SLA, prior to disposal of the Property, CVAG must submit the adopted Resolution to HCD at least 30 days prior to disposal so that HCD can review the exemption declaration. The attached Resolution authorizes this HCD submittal.

Fiscal Impact: None.

Attachment:

Exempt Surplus Resolution

RESOLUTION NO. 24-001

A RESOLUTION OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS EXECUTIVE COMMITTEE, PURSUANT TO GOVERNMENT CODE SECTION 54221, DECLARING THAT CERTAIN REAL PROPERTY LOCATED EAST OF BOB HOPE DRIVE & SOUTH OF RAMON ROAD (APN: 658-010-010) IS EXEMPT SURPLUS LAND, AND FINDING THAT SUCH DECLARATION IS NOT A PROJECT SUBJECT TO ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the Coachella Valley Association of Governments (“CVAG”) owns property located east of Bob Hope Drive & South of Ramon Road (APN: 658-010-010), as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”).

WHEREAS, CVAG is the fee simple owner of the Property and CVAG no longer has any use for the Property.

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (the “Act”) applies when a local agency disposes of “surplus land,” which is defined in the Act as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use.” (Government Code section 54221(b)(1).)

WHEREAS, the Act expressly does “not apply to the disposal of exempt surplus land.” (Government Code section 54222.3.)

WHEREAS, under the Act, “exempt surplus land” includes land that a local agency is transferring to a federally recognized California Indian tribe. (Government Code section 54221(f)(1)(D).)

WHEREAS, the Act requires local agencies such as CVAG to declare certain real property they own as either “surplus land” or “exempt surplus land,” as supported by written findings, prior to any disposition of the real property.

WHEREAS, CVAG desires to transfer the Property to the Agua Caliente Band of Cahuilla Indians (“Tribe”), which is a federally recognized California Indian tribe, and upon acquiring of the Property, the Tribe intends to use the Property for their own development purposes.

WHEREAS, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

WHEREAS, the CVAG Executive Committee has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the CVAG Executive Committee as follows:

SECTION 1: The above recitals are true and correct and are a substantive part of this Resolution and findings of the CVAG Executive Committee.

SECTION 2: The CVAG Executive Committee hereby declares that the Property is exempt from the Act as exempt surplus land pursuant to Government Code section 54221(f)(1)(D), based on the findings contained in this Resolution for the Property, namely that the Property is no longer necessary for CVAG’s use, CVAG intends to transfer the Property to the Tribe, a federally recognized California Indian tribe, for the Tribe’s use of the Property for its own

development purposes, and none of the characteristics listed under Government Code Section 54221(f)(2) apply to the Property.

SECTION 3: This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”). CVAG staff has determined that the mere designation of the Property as exempt surplus and authorization for the CVAG Executive Director to comply with the Act do not qualify as a “project” as defined in State CEQA Guidelines section 15378. First, Section 15378 defines a project as an activity that “has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment” (State CEQA Guidelines, § 15378(a).) Here, the action is to declare the Property as exempt surplus, which will not result in the potential for creating a significant effect on the environment and are therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because such actions do not constitute a “project” as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Accordingly, the action is not a “project” subject to CEQA (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of “project” the following: “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” (State CEQA Guidelines, § 15378(b)(5).) The action to designate the Property as exempt surplus land constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA. This Resolution does not constitute a binding commitment to any particular use of the Property.

SECTION 4: The CVAG Executive Director, or designee, is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the SLA Guidelines.

SECTION 5: If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6: The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the CVAG Executive Committee at a regular meeting held on the 29th day of April 2024, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Scott Matas
CVAG Chair

ATTEST:

Tom Kirk
CVAG Executive Director

EXHIBIT A

Property Description

LEGAL DESCRIPTION: 17.20 ACRES M/L IN POR NW 1/4 OF SEC 19 T4S R6E



ITEM 8B

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



STAFF REPORT

Subject: Regional Pavement Management Program

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

Recommendation: Direct the Executive Director to update the 2011 Pavement Management Analysis Report and return with policy recommendations for a Regional Pavement Management Program for CVAG's Regional Arterial Roadway Network

Transportation Committee: Concurred (Meeting of April 1)

Background: Over the years, CVAG staff have considered the creation of a regional pavement management program that would address pavement maintenance on CVAG's regional arterial roadway network. Currently, member agencies are responsible for pavement maintenance of both regional arterials and local roadways within their jurisdictional boundaries. A regional pavement management program would use a cost-sharing approach to lessen the burden on member jurisdictions and achieve consistent quality along major arterials, economies of scale and properly timed lane closures that minimize impact on residents and visitors, particularly during major events.

With this agenda item, staff is recommending some initial steps in developing a pavement management program, including directing the Executive Director to update the 2011 Pavement Management Analysis Report. Based on the Transportation Committee's direction, CVAG staff intends to secure cost proposals from vendors on the recently approved Qualified Vendor List and present a proposed contract with scope of work for Committee approval. Staff would also analyze the cost implications of the program, not just in reduced costs for cities but also funding opportunities at the regional level.

Importance of Pavement Management

Pavement management is the process of planning, budgeting, funding, designing, constructing, monitoring, evaluating, maintaining, and rehabilitating the pavement network to provide maximum benefits for available funds. A pavement management system is a set of tools or methods that assists decision makers in finding optimum strategies for providing and maintaining pavements in a serviceable condition over a given time period.

Once implemented, an effective pavement management system can assist agencies in developing long-term rehabilitation programs and budgets. Essentially, these investments are made in order to extend the useful life of a roadway. The key is to develop policies and practices that delay the inevitable total reconstruction for as long as practical yet still remain within the target zone for cost effective rehabilitation. Cities and Riverside County use agency-specific pavement management programs to implement rehabilitation activities, such as pothole repair, slurry seals, overlays, and reconstruction within their jurisdictions.

As shown in Figure 1, over time pavement quality drops until the pavement condition is unacceptable. Streets that are repaired when they are in a good condition will cost less over their lifetime than streets that are allowed to deteriorate to a poor condition. Without an adequate routine pavement maintenance program, streets require more frequent reconstruction, thereby costing millions of extra dollars.

Figure 2 illustrates the approach, as each roadway approaches the steep part of its deterioration curve, applying a remedy will extend the pavement life - at a minimum cost, thereby avoiding costly heavy overlays and reconstruction. Thus, the goal of a pavement management system is to identify the optimal level of funding, timing, and renewal strategy agencies should adopt to keep their roadway network at a satisfactory level of service.

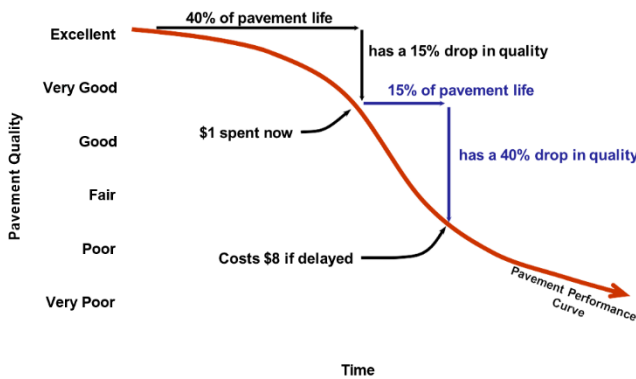


Figure 1 Pavement Deterioration and Life Cycle Costs

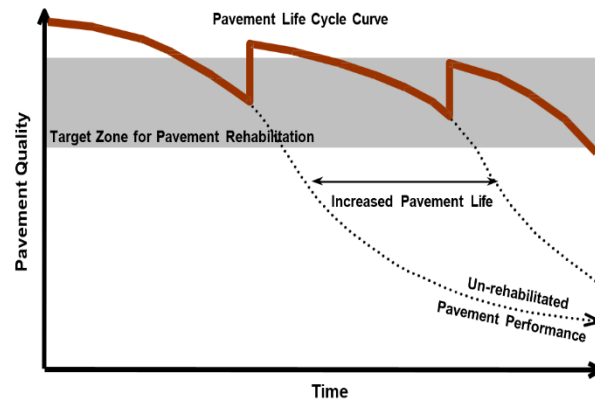


Figure 2 Pavement Life Cycle Curve

Pavement quality is determined by observing the level of distress and assigning a score between 0-100, which is called the Pavement Condition Index (PCI). PCI values are used to approximate the remaining pavement life and to identify the level of maintenance or rehabilitation required by a segment of street pavement. Higher PCI values indicate that less expensive treatment types, like crack sealing or slurry seal are needed, while lower PCI values indicate that more expensive treatments such as overlay or reconstruction are required to maintain the street's integrity. As shown in figure 2, pavement management programs focus on "good" pavement quality roadways to extend their service life at a minimal investment. Roadways that have "fair" or lower pavement condition typically require more costly reconstruction and are addressed as separate public works projects, which are not included in the pavement management plan.

PCI	Condition Description	Possible Rehab Activities	Potential Remaining Life
100	Excellent	Routine Maintain Activities	15 to 25 Years
95			
90			
85 80 75	Very Good	Seal Coats, Slurries, Chip Seals, Microsurfacing	12 to 20 Years
70 65 60	Good	Thin Overlays, Possibly With Localized Repairs and Edge Grinding	10 to 15 years
55 50 45	Fair	Progressively Thicker Overlays, Possible Full With Grinding and Base Rrepairs	7 to 10 Years
40 35 30	Moderate		
25 20 15	Poor	Partial to Full Reconstruction, Possibly With Base Stabilization	0 to 10 Years
10 5 0	Very Poor		

Implementing a Regional Pavement Management Program

Regional arterials typically have four to six travel lanes and convey both regional and local traffic. This considerable amount of traffic leads to significant pavement distress, thus requiring a higher level of maintenance than lesser capacity local and residential streets. Cities and the County generally use a combination of state Gas Tax, Senate Bill (SB1) Road Maintenance & Rehabilitation Account funding, and general fund revenues to finance these improvements, which are generally identified under their respective Capital Improvement Programs. When SB1 was approved in 2017, it essentially doubled the Gas Tax revenues that Cities and the County have available for maintenance. Despite this fact, there is not enough funding and there are concerns that the gas tax may dwindle, due to electrification of the fleet, unless alternative, for example mileage based, strategies replace or supplement it. to meet the overall needs of pavement maintenance within these jurisdictions, leading agencies to have to pick and choose which streets receive treatment, resulting in lower pavement conditions throughout their roadway network. These funding deficiencies compound year to year making it more and more difficult to prevent the deterioration of their roadways.

Investing in a regional pavement management program in a cost-sharing partnership with the cities and county would extend the life of regional roadways and ensure they do not deteriorate to a poor condition.

Under the Measure A ordinance, CVAG is responsible for programming 50% of Coachella Valley funding toward state highways and regional road improvements that will help relieve traffic congestion, increase safety, improve air quality, plan adequately for traffic, and capacity enhancements. Measure A also allows revenues to be used for preventative maintenance if a majority of Coachella Valley local governments give approval. The Transportation Project Prioritization Study (TPPS) functions as the implementation plan for this endeavor. The TPPS is generally updated every five years, and serves as an unbiased, methodological way to provide CVAG direction in determining funding for regional arterials by prioritizing the eligible study segments. To date, the TPPS has focused on building out the regional transportation network and therefore has not included preventative maintenance projects.

During the 2010 TPPS update, CVAG evaluated the potential for implementing a pavement management system and the Executive Committee commissioned a Pavement Management Analysis Report. The final 2011 report found that the nine Coachella Valley cities and Riverside County of CVAG

have nearly 350 miles of streets that make up their inter-agency arterial roadway network. Using a replacement cost of \$2.4 million per mile, CVAG agencies have over \$840 million invested in their arterial roadway network that would benefit from a regional pavement management program.

While CVAG staff and public works directors certainly saw a need to implement a pavement management program ~14 years ago, there were still billions of dollars of bridge replacement, new or upgraded interchanges and capacity enhancing roadways that were unfunded in the region's TPPS. The top 10 projects identified in the 2010 TPPS update alone totaled over \$345 million. These costs raised cashflow concerns, therefore pavement maintenance was not included in the final 2010 TPPS update. These competing and complementary priorities and lack of funding to accomplish all that is desired persists today. While SB1 provided additional local streets revenue, CVAG, and RCTC's, formula state and federal sources of funding that went to big projects has largely dried up, mostly due to changes in the State's transportation policy. That said, CVAG has benefitted from planning ahead, even when the source of funding for programs is uncertain, "Shovel Ready" is as relevant to a pavement management program as it is to an interchange or bridge.

The recommended action would take an initial step in the development of this program by updating the 2011 Pavement Management Analysis Report. Staff anticipates needing consulting support for this analysis and has started to seek proposals from the Qualified Professional Services Vendor List, which the CVAG Transportation and Executive Committees approved in February 2023. CVAG will work with public works staff from Cities and the County to select a consultant and update the 2011 report. The recommended consultant agreement will be presented for Committee approval prior to starting work on this project.

This analysis can take between six months and one year to complete. Once the report has been updated and pavement conditions have been determined on all regional streets, a program can be developed that would allocate a share of regional funding to implement maintenance and repair strategies for pavement on the regional arterial roadway network. This program will be guided by policies approved by the Transportation and Executive Committees. These future policies would shape the program by setting illegibility requirements such as minimum pavement condition index, average daily traffic, regional significance, etc.

Fiscal Analysis: Staff is currently seeking consultant proposals to determine the full cost of updating the 2011 Pavement Management Analysis Report. Staff estimates the work will cost about \$250,000, and Measure A funding can be used for this cost.

The costs of the pavement management program would be calculated as part of the update. Staff is also exploring opportunities to fund the program, either through Measure A or other funding sources being explored by Riverside County Transportation Commission.

ITEM 8C

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Next Steps for the Arts and Music Line Project

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

Recommendation: Authorize the Executive Director to take the following actions for the Arts & Music Line project:

- 1. Execute Amendment No. 3 to the agreement with Albert A. Webb Associates to extend the term to December 31, 2025, for an additional not-to-exceed amount of \$2,234,565; and authorize the Executive Director and/or Legal Counsel to make clarifying changes/revisions before execution; and**
- 2. Negotiate and execute amendments to existing reimbursement agreements with the Cities of Coachella, Indio and La Quinta to adjust the local share of pre-construction services**

Transportation Committee: Concurred (Meeting of April 1)

Background: In December 2022, the Executive Committee, at the recommendation of the Transportation Committee, authorized the Executive Director to take the necessary steps to accept \$36.483 million in Active Transportation Program (ATP) funding for the Arts and Music Line (AML project). This innovative multi-modal project will provide nearly nine miles of protected bicycle facilities (Class 1 and Class 4) along Avenue 48, Van Buren Street, Hjorth Street, the La Quinta Evacuation Channel, and Dillon Road in the Cities of La Quinta, Indio and Coachella. It will also provide more than six miles of new or upgraded Class 2 and Class 3 bikeways that directly connect the project to 11 disadvantaged schools.

The project scope includes branded elements like colored concrete, special markings and signage, lighting, two bridge under-crossings, traffic signal construction, paving, concrete channel modifications as well as connections to the CV Link and to the polo grounds, which is home to the world-renowned Coachella and Stagecoach art and music festivals. It also features innovative safety features including bicycle signals with fully protected bicycle movements, raised and/or recessed bike/pedestrian crossings, and bicycle signal indicators to alert cyclists that they have been detected by the traffic signal.

CVAG's work with the project design team – Webb and Associates – predates the ATP award and their work helped to secure the outside funding. The contract was authorized by the Executive Committee on September 30, 2019 and has been amended twice since then. The Executive Director executed a no-cost time extension on September 30, 2021. On December 5, 2022, the Executive Committee authorized Amendment No. 2, which further extended the design contract term and added additional budget to incorporate the required National Environmental Policy Act (NEPA) review process, and the design changes proposed in the ATP grant application.

Staff is now recommending Amendment No. 3 to cover additional project coordination needed to complete the environmental review and get the project construction-ready.

Since December 2022, Webb has brought the project design to 90 percent complete, extensively engaging with the partnering cities, Tribal government staff, Caltrans, Coachella Valley Water District (CVWD), Union Pacific Railroad (UPRR), and other utilities. Substantial, additional project coordination and design effort have been required to get the plans to this current status, which has depleted the contract balance sooner than expected. Additional project coordination and design efforts have also been needed to meet new requirements in the federal Build America Buy America Act enacted in October 2023. Additional work also included field survey and utility coordination; additional traffic signal installations; stormwater mitigation design; coordination meetings with the CVAG CV Sync and CV Link projects; incorporating input from the project municipal partners and other stakeholders, and CVWD,; value engineering activities to balance construction and operations and maintenance costs of the project after construction; and additional plan and specification preparations to meet Caltrans requirements. A key element of the project is the extension of a Class 1 shared use path from Avenue 48 along the La Quinta Evacuation Channel, which will connect with the CV Link at Promontory Point north of Highway 111. CVAG has invested approximately \$300,000 to date engaging CVWD regarding the design of the path and its crossing through the intersection of Jefferson Street and Highway 111. CVAG anticipates an additional \$360,000 is needed to resolve design issues with CVWD before the project plans are completed. Further effort will be needed to complete the plans, acquire additional right-of-way, and provide assistance to respond to technical questions from bidders during the construction bidding stage in 2025.

The NEPA approval and 100 percent project plans are scheduled to be complete this summer, followed by limited right-of-way finalization. Construction is anticipated to start in 2025. With this item, staff is recommending Amendment No. 3 to the existing contract with Albert A Webb Associates contract for additional budget to cover the additional project coordination and design effort needed from the designer to get the project to construction contract award. Staff also anticipates returning to the Committee once construction is awarded to consider another amendment with Webb for construction support will be recommended with the construction contract award. In addition to recommending execution of the contract amendment, staff is seeking authorization to negotiate and execute amendments to the cost-sharing agreements that CVAG has with the cities of La Quinta, Indio and Coachella. These recommended actions would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions before execution

Fiscal Analysis: The original contract for Webb Associates was for a not-to-exceed amount of \$2,731,897 and a contract term of November 18, 2021. Amendment No. 1 extended the contract term to December 31, 2022 at no additional cost. Amendment No. 2 increased the contract amount by an additional \$1,060,000 and extended the contract term to December 31, 2024. Amendment No. 3 will increase the contract amount by an additional \$2,234,565 and extend the contract term to December 31, 2025.

Funding is being split on the 75 percent/25 percent funding formula that is standard for regional projects. Because the Arts and Music Line's local share spans more than one jurisdiction, the approved reimbursement agreements split the 25 percent local share based on the length of the project in each jurisdiction. Consequently, the local share has been split with the City of La Quinta covering 25 percent, City of Indio covering 67 percent, and the City of Coachella covering the remaining 8 percent. CVAG staff will revise the agency reimbursement agreements to account for the additional \$2,234,565. With approval of Amendment No. 3, the adjusted local share totals for design services will be as follows:

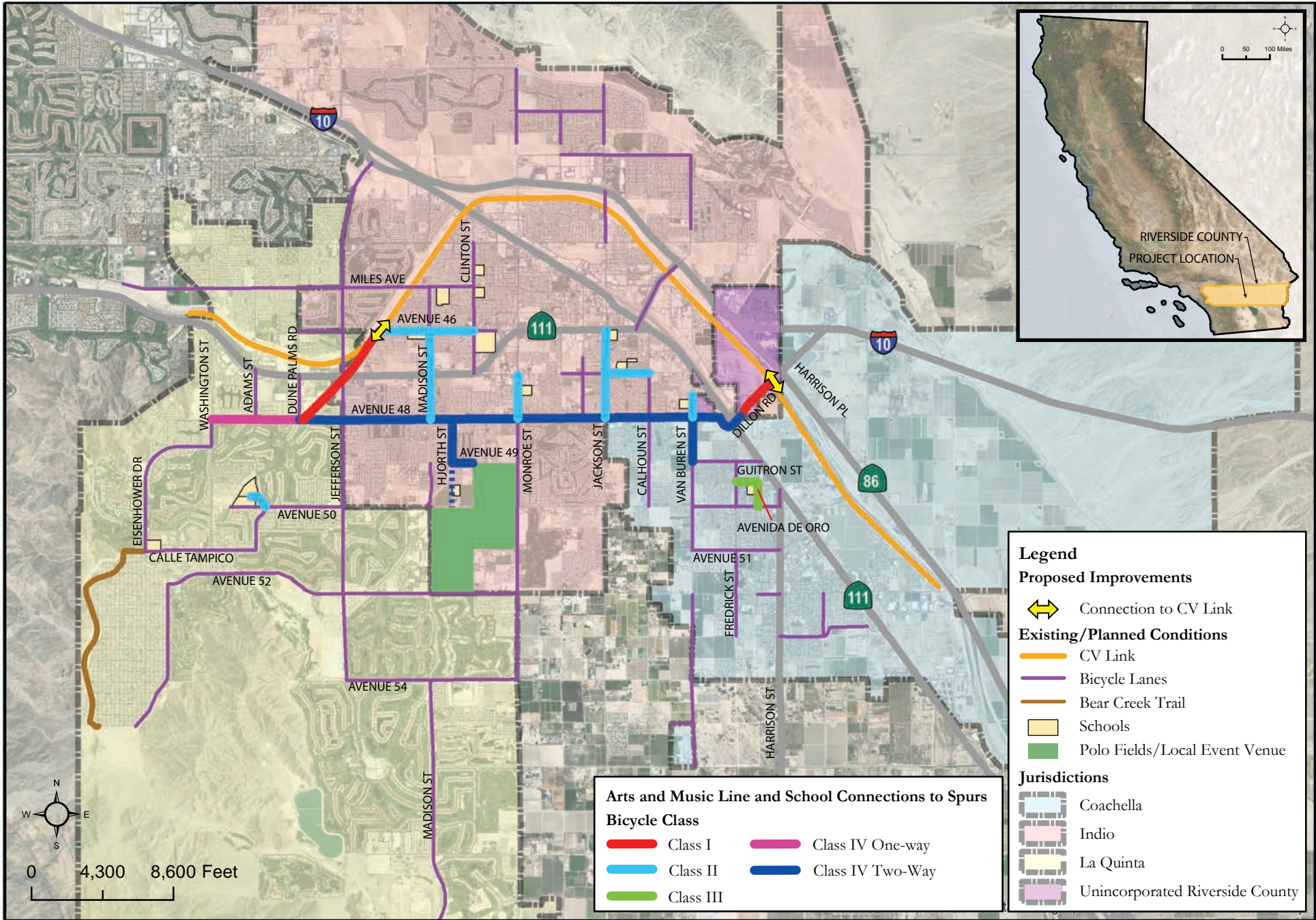
<u>La Quinta</u>	<u>Indio</u>	<u>Coachella</u>	<u>Local Share (25%)</u>
\$376,654	\$1,009,433	\$120,529	\$1,506,616
25%	67%	8%	100%

CVAG staff has coordinated with the staff at these partnering cities about the anticipated cost.

Looking ahead, CVAG staff continues to look for additional funding opportunities for the AML. Construction costs continue to rise and are being tracked as the project design continues. Staff will also work with its member jurisdictions to address cost-sharing of the local share of the construction phase, allowing them to budget for future fiscal years.

Attachments:

1. Project Location Map
2. Albert A. Webb Associates – Art & Music Line Amendment No. 3



CVAG Arts and Music Line
Active Transportation Program Cycle 6 Grant Application

Project Location Map

AMENDMENT NUMBER THREE
to the
ALBERT A. WEBB ASSOCIATES
PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES AGREEMENT
for the
COACHELLA VALLEY ART AND MUSIC LINE

This **AMENDMENT NUMBER THREE** is made and entered into this 29th day of April 2024, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Albert A. Webb Associates (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 November 18, 2019, for the Coachella Valley Art and Music Line project.

1. **This Amendment Number Three extends the term of the contract to December 31, 2025.**
2. **This Amendment Number Three authorizes the additional scope of services in accordance with the attached Albert A. Webb Associates letter dated March 11, 2024 for the not-to-exceed amount of \$2,234,565.00. The total amount payable shall not exceed \$6,026,462.00.**

Original Contract	November 18, 2019	\$2,731,897.00
Amendment Number One	September 27, 2021	No Cost
Amendment Number Two	December 5, 2022	\$1,060,000.00
Amendment Number Three	April 29, 2024	<u>\$2,234,565.00</u>
Total Contract not-to-exceed		\$6,026,462.00

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

ALBERT A. WEBB ASSOCIATES

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Dilesh Sheth, Senior V.P.

Date: _____

Date: _____

Attachment A-1

**Albert A. Webb Associates – Art & Music Line Amendment No. 3
Additional Scope of Services and Compensation**

Please refer to the following Albert A. Webb Associates letter dated March 11, 2024.

DRAFT



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

March 11, 2024

Mr. Randy Bowman
Program Manager - Transportation
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

RE: CVAG' s Arts & Music Line Contract Amendment

Dear Randy:

Albert A. Webb Associates (WEBB) is requesting a budget amendment for Arts & Music Line to provide additional professional services related to additional engineering and additional environmental documentation according to the National Environmental Policy Act (NEPA).

The Scope of Services is described in Exhibit A, and the Compensation for Additional Work is described in Exhibit B.

We look forward to continuing to work with CVAG on this project.

Sincerely,

Albert A. Webb Associates

A handwritten signature in blue ink that reads "Dilesh Sheth".

Dilesh Sheth, PE, TE
Senior Vice President



EXHIBIT A - SCOPE OF SERVICES

Task 1 – Additional NEPA Services

NEPA Technical Studies

Additional effort associated with the Caltrans NEPA document coordination and technical studies.

HRER

- Æ will prepare an Historic Resource Evaluation Report (HRER) to the standards outlined in Caltrans Standard Environmental Reference (SER), Volume 2, Cultural Resources.
- Æ will include additional time for Caltrans' second review of the Historic Properties Survey Report (HPSR) packet to accommodate two rounds of comments for the HRER.
- WEBB will include additional time for Caltrans review and coordination.

La Quinta Evacuation Channel East Bank

Address the change in project design from the west to the east bank of the channel:

- Æ will conduct a pedestrian spot-check survey of the east side of the La Quinta Evacuation Channel.
- Æ will update the HRER, Archaeological Survey Report (ASR), Area of Potential Effects (APE) map, and HPSR with the revised project description and survey results.
- Æ will include additional time for a third round of review and comments of the HPSR packet by Caltrans.
- WSP will conduct a site visit of east bank and prepare a memorandum for Caltrans review and approval to supplement the approved Natural Environment Study – Minimal Impacts (NES-MI) and Jurisdictional Delineation.
- WEBB will include additional time for Caltrans review and coordination.

Water Quality Technical Memorandum

- WEBB will address the comments from Caltrans requesting additional detail in the Water Quality Technical Memorandum (WQTM).
- A Risk Level Assessment will be conducted and requested calculations of disturbed surface will be provided for the entire project and the east bank alignment change.
- WEBB will include additional time for Caltrans review and coordination.

Traffic Study

Analyze additional intersections for traffic signal warrants.

- Youngs Lane & Avenue 48
- Solano Avenue/Sundial Street & Avenue 48
- Oasis Street & Avenue 48
- Rancho Las Flores Park Driveway & Van Buren Street
- Van Buren Street with an RRFB or Pedestrian Hybrid Beacon at Martin Van Buren Elementary
- Avenue 49 and Braley Court, a Pedestrian Hybrid Beacon

Task 2 – Geotechnical and Drainage Analyses for the Bike Barrier Mitigations

Avenue 48 within the boundaries of the City of Indio and the City of Coachella currently does not have the Master Drainage System in place. Consequently, it frequently experiences significant water accumulation on the street during rainstorms. In response to this issue, both cities have sought drainage solutions to address the reduced capacity resulting from the proposed bike barrier on the street's north side. As part of our inquiry, we have pinpointed medians near Solano Avenue as potential locations for implementing underground storm drain systems. Our scope of service is as follows:

- We will prepare drainage analysis to determine the loss of capacity due to bike barriers along Avenue 48 between Washington Street and Dillon Road.
- We will prepare drainage analysis to determine the mitigation stormwater volume at the downstream end of Avenue 48 to keep the flow depth to the previous condition.
- We will prepare drainage analysis to determine the underground drainage system needed to mitigate the additional flow.
- We will perform hand excavation of four percolation borings to depths up to 10 feet below the ground surface. Collect soil samples for grain size analyses. Set percolation pipe in the percolation borings and pre-saturate the test locations.
- We will perform percolation testing in accordance with the Riverside County Handbook. Upon test completion, we will pull the percolation pipe and loosely backfill the borings with native soil.
- We will perform laboratory testing, which is anticipated to include grain size analyses. The final laboratory test program will depend on the soil conditions encountered during the investigation.
- We will prepare a limited percolation test report for the project, including a discussion of the soil types encountered, grain size analyses test results, percolation test data with calculated infiltration rates, and a figure depicting the percolation test locations.

Task 3 – La Quinta Evacuation Channel Connector (LQEC Connector) Technical Memorandum, Alignment and Design Changes

Assess five potential alignment options for the LQEC connector and draft a technical memorandum outlining the rationale behind selecting the preferred option.

In response to a request from CVWD staff during the December 18th meeting, relocate the LQEC Connector to the east bank and ensure the Channel Connector remains outside of a 100-year flood zone. Our scope of service includes:

- We will prepare preliminary alignment and profile for the east bank LQEC Connector. Prepare preliminary retaining wall profile to keep the 100-year flood. Prepare preliminary drainage analysis for before and after conditions.

- We will provide coordination with the CVWD and their consultant for preliminary design and drainage analysis approval.
- We will prepare the final alignment and profile for the east bank LQEC Connector. Prepare the final retaining wall profile design to keep the 100-year flood. Prepare final drainage analysis for before and after conditions. Prepare scour analysis per CVWD requirements.
- We will prepare a structural design for the retaining wall and the LQEC Connector.
- We will prepare electrical design alternatives and final electrical design plans.
- We will prepare plans for the safety features (phone booth, surveillance camera, and sensors).
- We will coordinate with the CVWD and their consultant to approve the final design, drainage, and scour analysis.

Task 4 – Hjorth Street Alignment Extension to Avenue 50

The Mountain Vista Elementary School (School) is located between Avenue 49 and Avenue 50 on Hjorth Street. To enhance student benefits, CVAG has chosen to extend the Arts and Music Line to connect with the school. Our scope of service is outlined as follows:

Collect traffic and parking data at the school site.

- We will prepare school connector alternatives with Class IV, Class III, and Class II bike facilities, as well as different parking configurations, and provide traffic calming features.
- We will coordinate with the City of Indio and obtain approval for preferred alternatives.
- We will prepare final street improvement and signing & striping plans

Task 5 - Prepare Improvement Plans for New Traffic Signals

As listed within the NEPA traffic study, additional intersections are supported for traffic signal warrant analysis, including pedestrian bicycle treatments. Our scope of service includes the final design of the following intersections:

- Youngs Lane & Avenue 48
- Solano Avenue/Sundial Street & Avenue 48
- Oasis Street & Avenue 48
- Rancho Las Flores Park Driveway & Van Buren Street
- Van Buren Street with an RRFB or Pedestrian Hybrid Beacon at Martin Van Buren Elementary
- Avenue 49 and Braley Court, a Pedestrian Hybrid Beacon

Task 6 – Revise Signing and Striping Plans

Due to the modifications of the traffic study operational analysis and civil adjustments of curb and gutter, several iterations impacted the final design elements of the signing and striping layouts at the proximity of the intersections and transitions to and from existing conditions. Our scope of service is outlined as follows:

- We will utilize traffic simulation tools to evaluate the impact of proposed signing and identified areas for enhancement or revision.
- Local, regional, and state regulations from the CA-MUTCD had been updated during the design process. The team will implement modifications to account for design impacts.
- We will modify sight lines and placement of signs to minimize overlapping.
- We will determine appropriate signage placement and types, considering factors such as visibility, readability, and driver comprehension.

Task 7 – Prepare Signing, Striping, and Pavement Marking Plans for the School Connector Spurs

- We reviewed inventory of existing bike signing, striping, and markings along the school connector spurs.
- We reviewed the City of Indio's grind and overlay project signing & striping plans.
- We provided recommendations for improvements based on existing and after grind and overlay project completion.
- We Prepared signing, striping, and marking improvement plans for the following roadways.
 - Avenue 46 from Shields Road to Clinton Street
 - Madison Street from Avenue 48 to Avenue 46
 - Monroe Street from Avenue 48 to Dr. Carreon Boulevard
 - Jackson Street from Jackson Street to Highway 111
 - Dr. Carreon Boulevard from Jackson Street to Calhoun Street
 - Moon River Drive from Avenue 50 to La Quinta Middle School

Task 8 – Additional Effort for the Project Lighting

Connector Mock Up

- We will coordinate Mockups with the consultant team and agencies to provide location and costs for Mockup Demo of lighting fixtures.
- We will coordination with Manufacturers for product costs and delivery

- We will coordinate with the controls team to run night-time demonstrations of the color-changing capabilities of proposed light fixtures.
- We will coordinate for a power source to run proposed light fixtures.

Connector Lighting Consultation Revisions

- We will provide a new lighting scheme along Dillon Rd. from Ave 48 to Cabazon Rd. Lighting shall be incorporated into the raised concrete barrier. Coordinate pricing and cost estimate updates with BABA-compliant lighting fixtures. Lighting designs shall be a collaborative effort between lighting designer, civil engineer, and project artist.
- We will provide a new lighting scheme along Hjorth St. from Avenue 48 to Avenue 49, on Van Buren St. from Avenue 48 to the project boundary, and along Dillion Rd. from Cabazon to the freeway overpass. Lighting shall be incorporated into the concrete path per Circular Dimensions request. Coordinate pricing and cost estimate updates. Lighting designs shall be a collaborative effort between the lighting designer, civil engineer, and artist. Provide a new lighting scheme along the channel connector to the project boundary/CV link connection bridge. Lighting shall be incorporated per the direction of Circular Dimensions. Coordinate pricing and cost estimate updates. Lighting designs shall be a collaborative effort between the lighting designer, civil engineer, and artist.
- Additional team meetings for lighting design coordination with artist and agencies.

Connector Electrical Construction Document Revisions

- We will update existing electrical construction documents to include the new lighting designs along Dillon Rd. from Ave 48 to Cabazon Rd., along Hjorth St. from Ave 48 to Avenue 49, on Van Buren St. from Avenue 48 to the project boundary, along Dillion Rd. from Cabazon to the freeway overpass and along the channel connector to the project boundary/CV link connection bridge. Provide electrical engineering services for additional electrical systems and lighting controls for new lights, modify panel schedules, details, and fixture schedules, and coordinate drafting services.
- We will have additional coordination with the team for an additional electrical meter pedestal and lighting control cabinet. Three (3) anticipated.
- We will Provide CSI 'Book' specifications for all light fixtures.

Connector Baba Compliance coordination

- We will provide consultation and coordination to provide alternate BABA-compliant light fixtures per CVAG request. Lighting concepts and budgets were established before BABA compliance requirements.

- Before the construction, WEBB will organize a lighting demonstration event for the project. This is to ensure that all stakeholders have a clear understanding of the proposed lighting solutions.

Connector Fiber Connection Coordination/Plan Revisions.

- We will provide coordination and design changes to the electrical documents, including fiber drops into the lighting control cabinets. Additional coordination with the lighting commissioning team is needed to determine the fiber switch interface with lighting control equipment.
- We will have additional team meetings for control cabinet locations and lighting control requirements.

Task 9 – Coordination with the CV Sync Project

CVAG is implementing Phase 2 of the CV Sync project along Avenue 48, spanning from Washington Street to Dillon Road. The construction of the CV Sync project will precede Arts and Music Line. It's imperative to coordinate efforts with the CV Sync project to reduce the need for reconstructing the CV Sync facility and to ensure its compatibility as communication infrastructure for the Arts and Music Line.

Task 10 – Revise Street Improvements and Intersection Improvement Plans

- We will prepare street improvement plans for the Dr. Carreon segment from Jackson St to Calhoun St in Indio.
- We will update the intersection of Washington Street and Avenue 48 to minimize the reconstruction and acquisition of additional right-of-way.
- We will update street improvement plans for bike barrier saw-cut lines.
- We will update ramps around adjusted traffic signal poles to meet ADA guidelines.
- We will update Van Buren street improvements to accommodate IID pole relocation requirements.

Task 11 – Revise Art Treatment Plans

- WEBB will revise art treatment plans to reduce the color concrete.

Task 12 – Research and Recommend Cost Effective Alternate to the Color Concrete

WEBB will conduct a thorough analysis of costs associated with alternative pavement coating options, providing stakeholders with insights into the financial/ maintenance and constructability implications. Additionally, a memorandum will outline the advantages and disadvantages of using alternative coating pavement compared to the originally proposed

colored concrete, facilitating informed decision-making.

Task 13 – Additional Graphics, Animation, and Presentation Preparation Services

- We obtained drone footage for the La Quinta Evacuation Channel.
- We Prepared three animations (at-grade, undercrossing, and overcrossing for the LQEC west bank connector.
- We Prepared two animations for the LQEC east bank connector with different lighting options.
- We will prepare and assist with presentations for CVWD, Safety Personnel, and the school district.

Task 14 – Prepare Tree Planting Exhibit for the Urban Greening Program Grant

WEBB assisted the CVAG with preparing an exhibit for tree-planting along the Arts and Music alignment. WEBB reviewed existing landscaping, trees, opportunities, and constraints along the corridor and recommended the proposed trees.

Task 15 – Prepare Additional Legal and Plats and Provide Additional Right-of-Way Effort

We have estimated that approximately 15 legal and plats are needed for the project. After 65% plan preparation, it is determined that an additional 35 legal and plats are required. We will prepare additional legal and plats.

WEBB will provide additional appraisals, acquisitions, negotiations, and escrow coordination services.

Task 16 – Utility Potholing and Utility Relocation

- We estimated approximately 20 potholes are needed for the project. After 65% plan preparation, it is determined that an additional 30 potholes are needed for the project.
- We will coordinate with IID to relocate power poles along Van Buren.
- We will coordinate with the Valley Sanitary District for manholes located within the bike barrier.

Task 17 – Additional Field Survey

- WEBB conducted further research on ROW and titles for the existing easements along Ave 48, including locations at Adams St, Endless Sky, Dune Palms Rd, Miraflores Blvd, Bougainvillea St, Jefferson St, Hjorth St, Calle Conejo, Coronado Dr, Desert Grove Dr, Arabia St, Oasis St, and intersections at Ave 49/Hjorth St, Ave 49/Bralely Ct, Van Buren St, Las Flores Park, as well as along Dillon Rd.
- WEBB conducted additional field topo and ROW delineation research at Solano Ave and the parkway spanning between Monroe St and Arabia St, to facilitate the installation of a new signal location and for drainage mitigation purposes.

- WEBB also conducted extra field topo at intersections along Ave 48, including Jackson St, Madison St, Monroe St, Outdoor Resort, Shields Ave, and Youngs Ln, to ensure compliance with ADA curb ramp designs.
- Furthermore, WEBB will conduct field topo and ROW research along the Dr. Carreon segment between Jackson St and Mangrove St. This is intended to support roadway widening efforts aimed at accommodating buffered Class II bike lanes at this segment.

Task 18 – Wayfinding Signages and Bike Amenities Hubs

Wayfinding Signages & Project Specific Signs

- As part of enhancing accessibility and navigation within the project area, WEBB will prepare the wayfinding signage plan. This plan will optimize the placement and design of signages to facilitate smooth movement for bicyclists along the corridor.
- WEBB will design the street name signs explicitly tailored for the project, contributing to a cohesive and visually appealing streetscape that enhances the overall aesthetics and functionality of the project.

Bicycle Amenities Data Review and Design

- We will review the project bike amenities matrix at 9 locations and make recommendations on needed improvements. The recommendations will take into account the condition of each amenity type, required maintenance, needed utility infrastructure, or other specifics.
- The team will develop a memorandum that reflects the specifications for each amenity type, inventory results, recommendations to be shown at the 9 locations (amenities layouts), and submit the results for CVAG acceptance.
- We will develop a layout and submittal for each of the nine locations including specific location for each amenity type.
- Results for the task will be presented via a virtual meeting and the task assumes one round of revisions. Attend up to two (2) meetings with the project team.
- WEBB will provide the landscape themed plan sheets for the proposed bike amenities locations.

Task 19 – Additional Project Management and Coordination

WEBB will provide additional project management and coordination. WEBB will schedule, chair, and prepare meeting agendas and meeting minutes. WEBB will collaborate closely with Golden Voice and the School District to facilitate and design the connection between Ave 49 and 50.

Task 20 – Additional Specification and Cost Estimate

WEBB will provide project specifications and cost estimates, including various options like colored concrete or pavement coating alternative for the bike pathway, as well as alternatives for the raised bike barrier.

EXHIBIT B - COMPENSATION FOR ADDITIONAL SCOPE OF SERVICES

Services described in our Scope of Work (Exhibit "A") shall be provided on a time and material basis not to exceed **\$2,234,565**.

Compensation Breakdown

Task 1-Additional NEPA Effort	\$ 87,441
Task 2-Geotechnical and Drainage Analyses for the Bike Barrier Mitigation	\$ 28,457
Task 3-La Quinta Evacuation Channel Connector (LQEC Connector)	\$ 358,989
Task 4-Hjorth Street Alignment Extension to Ave 50	\$ 47,000
Task 5-Prepare Improvement Plans for New Traffic Signal	\$ 203,500
Task 6-Revise Signing and Striping Plans	\$ 165,000
Task 7-Prepare Signing, Striping, and Pavement Marking Plans for the School Connector Spur	\$ 25,000
Task 8- Additional Effort for the Project Lighting	\$ 88,705
Task 9-Coordination with the CV Sync Project	\$ 10,000
Task 10-Resive Street Improvement & Intersection Improvement Plans	\$ 250,000
Task 11-Revise Art Treatment Plans	\$ 25,000
Task 12-Research & Recommend Alternate for Color Concrete	\$ 20,000
Task 13-Additional Graphics, Animation & Presentation Preparation	\$ 87,660
Task 14-Prepare Tree Planting Exhibit for Urban Greening Grant	\$ 12,000
Task 15-Prepare Additional Legal & Plats & Additional ROW	\$ 320,643
Task 16-Utility Potholing and Utility Relocation	\$ 189,670
Task 17-Additional Field Survey	\$ 30,000
Task 18-Wayfinding Signage and Bike Amenities Hubs	\$ 80,000
Task 19-Additional Project Management and Coordination	\$ 163,500
Task 20-Specifications and Cost Estimate	\$ 42,000
	<hr/>
	\$ 2,234,565

ITEM 8D

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



STAFF REPORT

Subject: Construction Contract award with Granite Construction for CV Link Multi-Modal Transportation Corridor Project – Segment 6, Project No. CVL-2024-001

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

Recommendation: Authorize the Executive Director to execute a construction contract with Granite Construction in an amount not to exceed \$21,560,761, inclusive of a 10% contingency, for Segment 6 of CV Link

Transportation Committee: Concurred (Meeting of April 1)

Background: CV Link is a major innovation in alternative transportation that will provide a safe route to walk, run, bike or use low-speed electric vehicles, such as golf carts. CV Link provides significant environmental, health, and economic benefits to generations of current and future residents and visitors. The project generally uses a dual-path design: a wide concrete pathway for bikes and low speed electric vehicles, and a smaller, decomposed granite path for walkers and joggers. On-street segments, such as the pathway that's open in Palm Desert, use a cycle track design.

CV Link will ultimately span more than 40 miles valleywide. To date, more than 33 miles have been completed or under construction. With this item, CVAG staff is recommending the Transportation and Executive Committees authorize the construction of about six additional miles. CVAG staff intends to have the entire project substantially constructed by the end of this calendar year.

The CV Link route is being built in segments that were first approved by the California Transportation Commission (CTC) in May 2019. Segmenting allows CVAG to deliver large percentages of the project as soon as segments have right-of-way acquired, rather than hold the entire project up while CVAG works through the process of securing access on remaining parcels. CV Link was segmented into seven segments. This segmenting means the project benefits can be realized sooner rather than later. Each segment identifies smaller, sub-segments that have independent utility and CVAG had support from the state to expedite the construction of them if possible.

This item relates to what the CTC has identified as Segments 6. Segments 6 is primarily located in Cathedral City, where two separate pathways along the Palm Canyon and the Whitewater Wash connect at a confluence point near Cathedral Canyon Drive and then extend southeasterly to Date Palm Drive. Once Segments 6 is completed, and connects to the construction that CVAG authorized in December 2023, CV Link will have two uninterrupted pathways from downtown Cathedral City to South Palm Canyon Drive and to the Palm Springs Visitor Center.

On March 1, 2024, CVAG published the Notice to Bidders for CV Link's construction, including providing instructions to prospective bidders, and setting a public bid opening date. The Notice to bidder's is attached to this staff report.

At 9 a.m. April 1, 2024. CVAG staff publicly opened and read aloud two bids that were received:

Granite Construction	\$19,600,961.00
Ames Construction	\$21,969,590.20

A robust review of the bid proposals was conducted by CVAG staff and project consultants. Granite Construction was determined to be the lowest responsive, responsible bidder and CVAG published a Notice of Intent to Award the contract on its website.

CVAG staff is recommending that the Executive Committee give the Executive Director authorization to execute a contract with Granite Construction for Segment 6. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions before execution.

Fiscal Analysis: The \$21,560,761.00 cost of construction will be paid from existing funding sources for CV Link, which includes Measure A funding that was approved in CVAG's 2023/24 Fiscal Year Budget.

Attachments:

1. Bid Register
2. Construction Contract
3. Segment 6 Map

Coachella Valley Association of Governments
Bid Register

Project Name: CV Link Multi-Modal Transportation Corridor Project - Segment 6
Project No. CVL-2024-001

Bid Opening Date: April 1, 2024 Time: 9:00 a.m.

Bid No.	Company Name	Received Time	Received By	Comments	Amount
1	Ames Construction	8:55am	N. Reyes		\$21,969,590.20
2	Granite Construction	8:58am	N. Reyes		\$19,600,691.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Number of Bids Filed by Opeing Time: 2

Bids Opened By: Jonathan Hoy

Title: Director of Transportation

Coachella Valley Association of Governments Contract No. _____
Contract

CV Link Multi-Modal Transportation Corridor Project - Segment 6
Project No. CVL-2024-001

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the Coachella Valley Association of Governments, "CVAG", party of the first part, and Granite Construction- Contractor, party of the second part.

ARTICLE I:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Coachella Valley Association of Governments, the work described in the Special Provisions and the Project Plans described below, including any addenda No. _____ issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated **2023**, as identified on the Plans or in the Special Provisions, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, the Standard Specifications dated **2023**, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled _____,
Sheets 1 through _____, Plan number _____, approved _____,
on file with the Coachella Valley Association of Governments, which said project plans are hereby made a part of this Contract.

ARTICLE II:

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III:

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV:

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V:

The entire Contract consists of the following documents: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) the documents detailed in ARTICLE I: The Special Provisions, The Plans, The Standard Specifications, The Standard Plans, All issued Addenda, and the Labor Surcharge and Equipment Rental Rates, (j) The Determination of Prevailing Wage Rates for Public Works, (k) The Federal Wage Prevailing Wage Decision, (l) Bid Book Appendices, including but not limited to AQMD Recommendations, Reference Drawings, and Exhibits, (m) The additional Federal Requirements and forms included within the Special Provisions, including but not limited to Form FHWA-1273, (n) Any Change Orders issued, and (o) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

ARTICLE VI:

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Coachella Valley Association of Governments, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

CV Link Multi-Modal Transportation Corridor Project - Segments 6
Project No. CVL-2024-001

Base Bid				Engineering Estimate			GRANITE			
Item No.	Item Code	Final Pay Item (F)	Item Description	Unit Pay	Estimated Quantity	Unit Price (In Figures)	Total (In Figures)	Unit Price (In Figures)	Total (Listed)	Total (Calculated)
1	066020		Encroachment Permit (Allowance)	LS	1.0	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
2	080060		Progress Schedule (Critical Path Method)	LS	1.0	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$50,000.00
3	090100		Time-Related Overhead (W/DAY)	WD	140.0	\$7,000.00	\$980,000.00	\$12,000.00	\$1,680,000.00	\$1,680,000.00
4	100100		Develop Water Supply	LS	1.0	\$100,000.00	\$100,000.00	\$115,000.00	\$115,000.00	\$115,000.00
5	120090A		Construction Project Funding Signs	EA	3.0	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$7,500.00
6	120100		Traffic Control System	LS	1.0	\$300,000.00	\$300,000.00	\$150,000.00	\$150,000.00	\$150,000.00
7	130100		Job Site Management	LS	1.0	\$200,000.00	\$200,000.00	\$50,000.00	\$50,000.00	\$50,000.00
8	130300		Prepare Storm Water Pollution Prevention Plan	LS	1.0	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
9	130330		Storm Water Annual Report	EA	1.0	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00
10	130560		Temporary Soil Binder	SQYD	20,000.0	\$0.10	\$2,000.00	\$0.10	\$2,000.00	\$2,000.00
11	130620		Temporary Drainage Inlet Protection	EA	15.0	\$450.00	\$6,750.00	\$200.00	\$3,000.00	\$3,000.00
12	130640		Temporary Fiber Roll	LF	14,000.0	\$4.00	\$56,000.00	\$4.00	\$56,000.00	\$56,000.00
13	130710		Temporary Construction Entrance	EA	8.0	\$7,500.00	\$60,000.00	\$6,500.00	\$52,000.00	\$52,000.00
14	130730		Street Sweeping	LS	1.0	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
15	130900		Temporary Concrete Washouts	LS	1.0	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00	\$60,000.00
16	146003		Natural Resource Protection Plan	LS	1.0	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,000.00
17	170103		Clearing and Grubbing	LS	1.0	\$350,000.00	\$350,000.00	\$493,998.85	\$493,998.85	\$493,998.85
18	192025		Structural Excavation (Culvert)	CY	16.0	\$700.00	\$11,200.00	\$3,300.00	\$52,800.00	\$52,800.00
19	190101		Roadway Excavation	CY	20,788.0	\$15.00	\$311,820.00	\$32.00	\$665,216.00	\$665,216.00
20	192032A		Structure Excavation (Cutoff Walls: RSP/CSP/GeoWeb)	CY	37,000.0	\$5.00	\$185,000.00	\$5.10	\$188,700.00	\$188,700.00
21	193001A		Structure Backfill (Cutoff Walls: RSP/CSP/GeoWeb)	CY	37,000.0	\$5.00	\$185,000.00	\$4.10	\$151,700.00	\$151,700.00
22	204011		Plant (Group K)	EA	9.0	\$730.00	\$6,570.00	\$725.00	\$6,525.00	\$6,525.00
23	204032		Transplant Palm Tree (EA)	EA	15.0	\$8,300.00	\$124,500.00	\$5,000.00	\$75,000.00	\$75,000.00
24	204036		Plant (Group B) (NO. 5)	EA	236.0	\$35.00	\$8,260.00	\$35.00	\$8,260.00	\$8,260.00
25	204038		Plant (Group U) (NO. 15)	EA	28.0	\$120.00	\$3,360.00	\$120.00	\$3,360.00	\$3,360.00
26	204098A		Planting and Irrigation	SF	2,810.0	\$15.00	\$42,150.00	\$17.00	\$47,770.00	\$47,770.00
27	204099		Plant Establishment Work	LS	1.0	\$9,000.00	\$9,000.00	\$13,000.00	\$13,000.00	\$13,000.00
28	205033		Gravel Mulch (Access Point)	SQFT	1,060.0	\$7.00	\$7,420.00	\$7.00	\$7,420.00	\$7,420.00
29	205034		Decomposed Granite - Path (4-in w/ Binder)	SQFT	48,461.0	\$5.00	\$242,305.00	\$6.50	\$314,996.50	\$314,996.50
30	205034A		Decomposed Granite - Landscape (3-in, No Binder)	SQFT	930.0	\$3.00	\$2,790.00	\$5.50	\$5,115.00	\$5,115.00
31	206005		Edging	LF	132.0	\$26.00	\$3,432.00	\$28.00	\$3,696.00	\$3,696.00
32	210430		Hydroseed	SF	10,000.0	\$0.50	\$5,000.00	\$0.32	\$3,200.00	\$3,200.00
33	260203		Class 2 Aggregate Base	CY	378.0	\$125.00	\$47,250.00	\$140.00	\$52,920.00	\$52,920.00
34	390132		Hot Mix Asphalt (Type A)	TON	242.0	\$320.00	\$77,440.00	\$420.00	\$101,640.00	\$101,640.00
35	398001		Remove Asphalt Concrete Pavement	SQFT	76,129.0	\$12.00	\$913,548.00	\$0.85	\$64,709.65	\$64,709.65
36	398200		Cold Plane Asphalt Concrete Pavement	SQYD	1,114.0	\$9.00	\$10,026.00	\$20.00	\$22,280.00	\$22,280.00
37	401050		Jointed Plain Concrete Pavement (8-in)	CY	9,000.0	\$350.00	\$3,150,000.00	\$419.00	\$3,771,000.00	\$3,771,000.00
38	401050B		Jointed Plain Concrete Pavement (12-in w/ Rebar)	CY	1,557.0	\$800.00	\$1,245,600.00	\$460.00	\$716,220.00	\$716,220.00
39	401050A		Jointed Plain Concrete Pavement (6.5-in w/ Cutoff Wall)	CY	561.0	\$600.00	\$336,600.00	\$850.00	\$476,850.00	\$476,850.00
40	405030A		Concrete Surface Texture (Seeded Glass/Lithocrete)	SQFT	8,208.0	\$55.00	\$451,440.00	\$69.00	\$566,352.00	\$566,352.00
41	406030A		Concrete Surface Texture (Sparkle)	SQFT	1,743.0	\$54.00	\$94,122.00	\$65.00	\$113,295.00	\$113,295.00
42	410096		Drill and Bond (Dowel Bar)	EA	30.0	\$50.00	\$1,500.00	\$62.00	\$1,860.00	\$1,860.00
43	418005		Remove Concrete Pavement	SY	5,483.0	\$16.00	\$87,728.00	\$22.00	\$120,626.00	\$120,626.00
44	510050A		Structural Concrete (In-Channel Culvert Crossing)	CY	250.0	\$550.00	\$137,500.00	\$745.00	\$186,250.00	\$186,250.00
45	510062A		Structural Concrete, Slope Protection	CY	618.0	\$550.00	\$339,900.00	\$580.00	\$358,440.00	\$358,440.00
46	510502A	F	Minor Concrete (Minor Structure) - Seat Walls	CY	2.0	\$3,200.00	\$6,400.00	\$30,000.00	\$60,000.00	\$60,000.00
47	600026		Remove CMU Wall (Portion)	LF	30.0	\$180.00	\$5,400.00	\$100.00	\$3,000.00	\$3,000.00
48	600169A		Paint Bridge (Undercrossings)	SF	31,564.0	\$2.00	\$63,128.00	\$5.75	\$181,493.00	\$181,493.00
49	650014		18" Reinforced Concrete Pipe	LF	80.0	\$150.00	\$12,000.00	\$420.00	\$33,600.00	\$33,600.00
50	650022		30" Reinforced Concrete Pipe	LF	688.0	\$175.00	\$120,400.00	\$275.00	\$189,200.00	\$189,200.00
51	710132		Remove Culvert (LF)	LF	80.0	\$147.00	\$11,760.00	\$55.00	\$4,400.00	\$4,400.00
52	710150A		Remove Inlet (Relocate Drain)	EA	2.0	\$7,000.00	\$14,000.00	\$24,000.00	\$48,000.00	\$48,000.00
53	710368A		Slurry Cement (Path Shoulder - 2 sack)	CY	550.0	\$370.00	\$203,500.00	\$360.00	\$198,000.00	\$198,000.00
54	710368		Culvert Slurry - Cement Backfill	CY	510.0	\$300.00	\$153,000.00	\$200.00	\$102,000.00	\$102,000.00
55	720008		Remove Slope Paving	SQYD	1,792.0	\$20.00	\$35,840.00	\$40.00	\$71,680.00	\$71,680.00
56	723030		Rock Slope Protection (1/2 T, Class VII, Method A)	CY	9,064.0	\$200.00	\$1,812,800.00	\$135.00	\$1,223,640.00	\$1,223,640.00
57	723080		Rock Slope Protection (60 LB Class II, Method B)	CY	3,400.0	\$225.00	\$765,000.00	\$75.00	\$255,000.00	\$255,000.00
58	729011A		Cellular Confinement System (Geoweb)	SY	2,126.0	\$60.00	\$127,560.00	\$87.00	\$184,962.00	\$184,962.00
59	730010C		Minor Concrete (Dowel Curb)	LF	490.0	\$100.00	\$49,000.00	\$30.00	\$14,700.00	\$14,700.00
60	730010B		Minor Concrete Curb (Type 1A)	LF	763.0	\$35.29	\$26,926.27	\$50.00	\$38,150.00	\$38,150.00
61	730010D		Minor Concrete (Curb & Gutter)	LF	725.0	\$35.29	\$25,585.25	\$65.00	\$47,125.00	\$47,125.00

62	730010A	Minor Concrete Curb (Retaining)	LF	207.0	\$35.29	\$7,305.03
63	730070A	Detectable Warning Surface	SQFT	603.0	\$35.00	\$21,105.00
64	731513A	Minor Concrete (Cross-Gutter)	CY	25.0	\$350.00	\$8,750.00
65	731521A	Minor Concrete (Sidewalk/Path)	CY	961.0	\$600.00	\$576,600.00
66	780254	Adjust Access Box Frame And Cover (Utility)	EA	2.0		\$0.00
67	780256A	Adjust Valves (Utility)	EA	6.0		\$0.00
68	780258	Adjust Manhole Frame and Cover (Utility)	EA	2.0		\$0.00
69	780435B	Prepare and Paint Concrete (Skate Stops)	SQFT	17.0	\$100.00	\$1,700.00
70	780460	Anti-Graffiti Coating	SQFT	1,000.0	\$5.00	\$5,000.00
71	780700A	F Art Sculptures	CY	6.0	\$5,000.00	\$30,000.00
72	780900A	Mirrors (Undercrossings)	EA	254.0	\$600.00	\$152,400.00
73	803020A	Remove/Adjust (E) Bollard & Chain Fence	LF	290.0	\$100.00	\$29,000.00
74	803020	Remove Fence	LF	427.0	\$65.00	\$27,755.00
75	803090A	Remove and Salvage CVWD Swing Gate Assembly (2 Gates Per)	EA	8.0	\$1,200.00	\$9,600.00
76	803180	Relocate Chain Link Fence	LF	277.0	\$80.00	\$22,160.00
77	820250	Remove Roadside Sign	EA	14.0	\$85.00	\$1,190.00
78	820610	Relocate Roadside Sign	EA	19.0	\$225.00	\$4,275.00
79	820840	Roadside Sign - One Post	EA	84.0	\$450.00	\$37,800.00
80	820841A	Install Small Identity Monument	EA	7.0	\$18,000.00	\$126,000.00
81	820842A	Install Pedestrian Directional Sign	EA	43.0	\$6,500.00	\$279,500.00
82	820844A	Install Map Kiosk Sign	EA	4.0	\$12,000.00	\$48,000.00
83	833080A	Concrete Barrier (On-Street)	LF	2,814.0	\$28.00	\$78,792.00
84	839521A	Cable Railing (Culverts)	LF	284.0	\$148.00	\$42,032.00
85	839527A	Cable Railing (MODIFIED) - CVLink Barrier Railing	LF	202.0	\$148.00	\$29,896.00
86	839750A	Install Removable Bollard	EA	6.0	\$3,000.00	\$18,000.00
87	840505	6" Thermoplastic Traffic Stripe	LF	18,932.0	\$8.00	\$151,456.00
88	840506	8" Thermoplastic Traffic Stripe	LF	779.0	\$12.00	\$9,348.00
89	840507	6" Thermoplastic Traffic Stripe Broken (8-4)	LF	81.0	\$2.00	\$162.00
90	840508A	12" Thermoplastic Traffic Stripe Broken (9-3)	LF	507.0	\$2.00	\$1,014.00
91	840509	12" Thermoplastic Traffic Stripe	LF	695.0	\$16.00	\$11,120.00
92	840515	Thermoplastic Pavement Marking	SQFT	3,988.0	\$9.00	\$35,892.00
93	840520A	Thermoplastic Crosswalk and Pavement Marking (Orange and Blue)	SQFT	4,725.0	\$20.00	\$94,500.00
94	840522	6" Thermoplastic Traffic Stripe Broken (6-1)	LF	80.0	\$2.00	\$160.00
95	840528	6" Thermoplastic Traffic Stripe Broken (12-3)	LF	2,394.0	\$1.25	\$2,992.50
96	840529	6" Thermoplastic Traffic Stripe Broken (36-12)	LF	9,774.0	\$1.25	\$12,217.50
97	846020	Remove Painted Traffic Stripe	LF	1,800.0	\$1.50	\$2,700.00
98	846025	Remove Painted Pavement Marking	SF	150.0	\$10.00	\$1,500.00
99	870200A	Lighting System (Undercrossing)	EA	5.0	\$50,000.00	\$250,000.00
100	870201A	Lighting System (Path Lights)	EA	1,409.0	\$125.00	\$176,125.00
101	870202A	Lighting System (Light Columns)	EA	92.0	\$6,000.00	\$552,000.00
102	872133	Modify Signal and Lighting System (34TH/Crossley/Golf)	LS	1.0	\$150,000.00	\$150,000.00
103	872133	Modify Signal and Lighting System (Golf Club Crossing)	LS	1.0	\$50,000.00	\$50,000.00
104	872133	Modify Signal and Lighting System (Sunrise Way/Riverside)	LS	1.0	\$150,000.00	\$150,000.00
105	878811A	Interconnection Conduit	LF	1,985.0	\$75.00	\$148,875.00
106	878811B	Interconnection Conduit Pull Boxes	EA	4.0	\$1,200.00	\$4,800.00
107	994652A	Shade Structure	EA	4.0	\$130,000.00	\$520,000.00
108	994653A	Bicycle Racks	EA	6.0	\$2,000.00	\$12,000.00
109	994654A	Trash/Recycling Receptacles	EA	4.0	\$8,000.00	\$32,000.00
110	994655A	Hydration Station	EA	2.0	\$20,000.00	\$40,000.00
111	994656A	Bench	EA	8.0	\$8,500.00	\$68,000.00
112	995100	Water Meter Charges	EA	2.0	\$10,000.00	\$20,000.00
113	999990	Mobilization, Demobilization, and Final Cleanup	LS	1.0	\$1,817,723.26	\$1,817,723.26
						\$19,854,955.81

\$100.00	\$20,700.00	\$20,700.00
\$56.00	\$33,768.00	\$33,768.00
\$590.00	\$14,750.00	\$14,750.00
\$560.00	\$538,160.00	\$538,160.00
\$900.00	\$1,800.00	\$1,800.00
\$1,364.00	\$8,184.00	\$8,184.00
\$2,300.00	\$4,600.00	\$4,600.00
\$100.00	\$1,700.00	\$1,700.00
\$3.00	\$3,000.00	\$3,000.00
\$5,000.00	\$30,000.00	\$30,000.00
\$425.00	\$107,950.00	\$107,950.00
\$125.00	\$36,250.00	\$36,250.00
\$200.00	\$85,400.00	\$85,400.00
\$3,000.00	\$24,000.00	\$24,000.00
\$100.00	\$27,700.00	\$27,700.00
\$60.00	\$840.00	\$840.00
\$250.00	\$4,750.00	\$4,750.00
\$375.00	\$31,500.00	\$31,500.00
\$10,192.00	\$71,344.00	\$71,344.00
\$470.00	\$20,210.00	\$20,210.00
\$5,240.00	\$20,960.00	\$20,960.00
\$60.00	\$168,840.00	\$168,840.00
\$300.00	\$85,200.00	\$85,200.00
\$300.00	\$60,600.00	\$60,600.00
\$3,000.00	\$18,000.00	\$18,000.00
\$1.10	\$20,825.20	\$20,825.20
\$2.25	\$1,752.75	\$1,752.75
\$1.50	\$121.50	\$121.50
\$5.00	\$2,535.00	\$2,535.00
\$5.60	\$3,892.00	\$3,892.00
\$10.50	\$41,874.00	\$41,874.00
\$32.75	\$154,743.75	\$154,743.75
\$1.01	\$80.80	\$80.80
\$0.75	\$1,795.50	\$1,795.50
\$0.75	\$7,330.50	\$7,330.50
\$2.00	\$3,600.00	\$3,600.00
\$7.00	\$1,050.00	\$1,050.00
\$28,000.00	\$140,000.00	\$140,000.00
\$272.00	\$383,248.00	\$383,248.00
\$7,900.00	\$726,800.00	\$726,800.00
\$499,684.00	\$499,684.00	\$499,684.00
\$41,192.00	\$41,192.00	\$41,192.00
\$395,000.00	\$395,000.00	\$395,000.00
\$66.00	\$131,010.00	\$131,010.00
\$1,300.00	\$5,200.00	\$5,200.00
\$182,000.00	\$728,000.00	\$728,000.00
\$1,500.00	\$9,000.00	\$9,000.00
\$4,100.00	\$16,400.00	\$16,400.00
\$21,000.00	\$42,000.00	\$42,000.00
\$8,400.00	\$67,200.00	\$67,200.00
\$7,000.00	\$14,000.00	\$14,000.00
\$1,003,000.00	\$1,003,000.00	\$1,003,000.00
		\$19,600,691.00

**CV Link Multi-Modal Transportation Corridor Project – Segment 6
Project No. CVL-2024-001**

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date set forth below.

CVAG

CONTRACTOR

BY: _____
SCOTT MATAS, MAYOR
CVAG CHAIR

BY: _____

DATED: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST:

ATTEST:

BY: _____
TOM KIRK, CVAG EXECUTIVE DIRECTOR
CLERK OF THE BOARD

TITLE: _____

Licensed in accordance with an act providing
for the registration of Contractors,

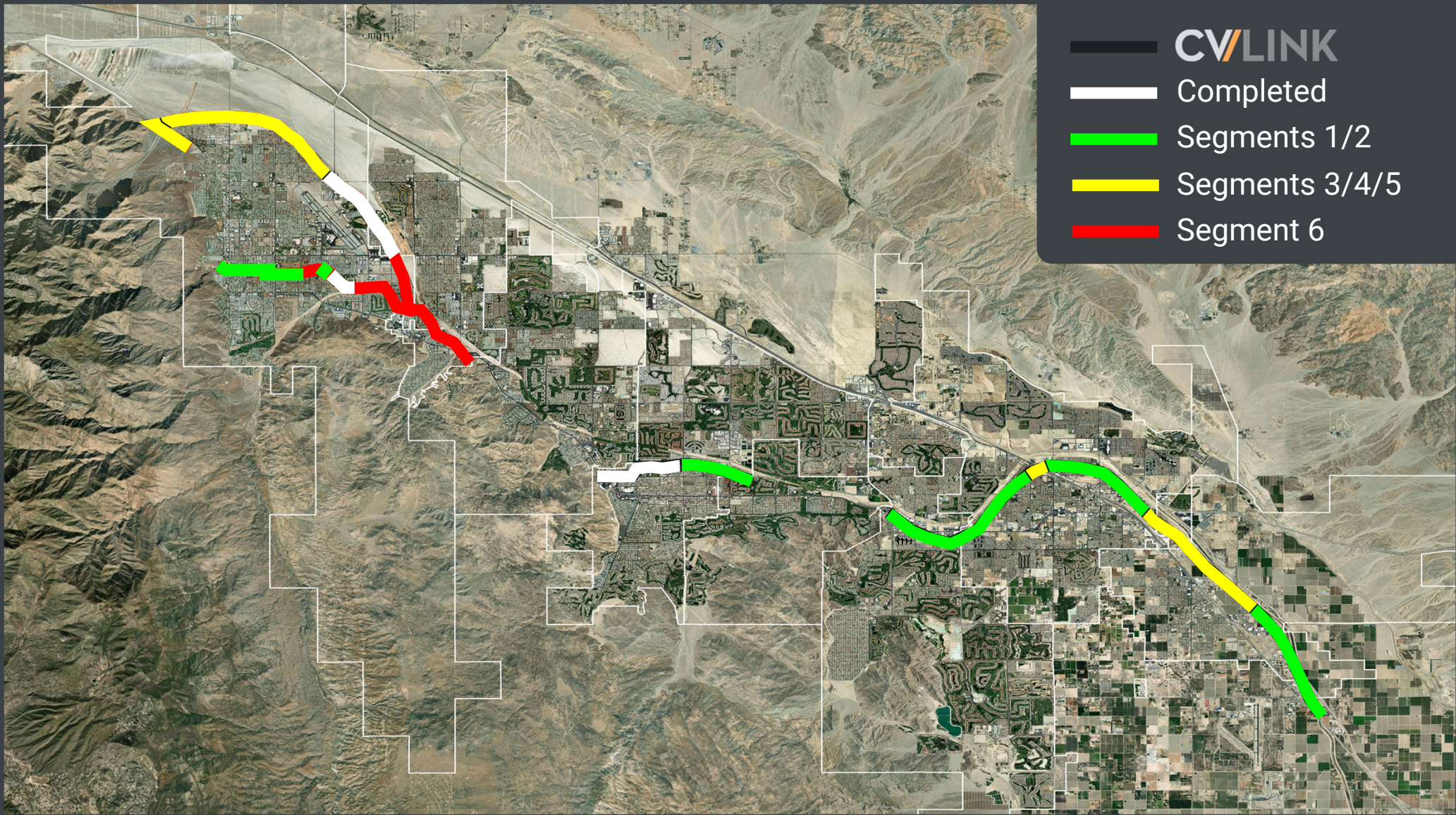
License No.: _____

Federal Employer Identification Number:

Department of Industrial Relations
Registration Number:

BY _____
"CVAG"

"Corporation"
(Seal)



- CV/LINK
- Completed
- Segments 1/2
- Segments 3/4/5
- Segment 6

ITEM 8E

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Contract Amendment with Alta Planning & Design for CV Link

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

Recommendation: Authorize the Executive Director to execute Amendment No. 13 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$334,000

Transportation Committee: Concurred, with staff making a minor adjustment to the recommended amount to account for additional grant work. (Meeting of April 1)

Background: Construction on CV Link's multi-modal pathway continues throughout the Coachella Valley. While construction enters its final stages in the cities of Indio, La Quinta, and Palm Desert, CVAG's contractor is breaking ground on new segments. This new construction includes segments in north Palm Springs, the City of Coachella, and through Tribal lands that include the Twenty-Nine Palms Band of Mission Indians, and Cabazon Band of Cahuilla Indians. An additional six miles of pathway in Cathedral City is ready for construction and, as detailed in a separate staff report, it has a bid opening date of April 1, 2024.

As construction moves forward, the project's lead design firm, Alta Planning & Design, has had to address design changes caused by field conditions and additional permitting requirements from Caltrans, Union Pacific Railroad and the Coachella Valley Water District (CVWD). To account for these design changes, prepare for the bid advertisement of the next segments, and ensure on-call construction support, CVAG staff is recommending a contract amendment with Alta Planning & Design.

Alta's work with the project dates back to July 18, 2014, when the CVAG Executive Committee approved a contract with for planning, design and engineering services related to CV Link in an amount of \$6,217,000, plus a 10 percent contingency. The contract has been amended by the Executive Committee many times over the years as the route was adjusted and CV Link went from a concept to a project under construction. The most recent amendment was in June 2023, when the Executive Committee approved a not-to-exceed amount of \$287,500. The scope of the current contract includes various tasks, such as design and construction support.

Alta has played an integral role in the development of CV Link, and their experience with the project cannot be replicated. The team has extensive expertise in the field of active transportation and has been a resource not only to CVAG but to member jurisdictions as the design was being finalized. Alta provided the construction support/management for the first, 2.3-mile section of CV Link between Vista Chino Road in Palm Springs and Ramon Road in Cathedral City. They also were an on-location resource as the City of Palm Springs built nearly one mile of the project along

Demuth Park and the Tahquitz Creek Golf Course. Alta continues to play an integral part of CV Link as CVAG obtains the remaining right-of-way to construct the rest of the project.

Alta and its subconsultants are supporting CVAG through construction and preparing final design packages for the project. This work included the preparation of bid documents for the next segment, which will extend the pathway through Cathedral City. Alta continues to assist CVAG with the redesign of the Cook Street crossing caused by CVWD's Groundwater Replenishment Project, securing an encroachment permit from Caltrans for the Highway 111 work in Palm Springs, finalizing the Union Pacific Railroad undercrossing in Indio and preparing bid documents for the Avenue 52 connector in the City of Coachella. In addition to these specific tasks, contingency has been included in this amendment to account for additional design services as needed to evaluate CV Link connectors and extensions from the main pathway. Under this amendment, Alta will continue to provide construction support work through the end of this calendar year to respond to requests for information, attend construction coordination meetings and make necessary plan revisions as required for permitting.

Responding to these agencies requires immediate attention to keep the project moving forward. These tasks also require Alta to prepare additional exhibits and revise construction documents.

With Alta being the lead designer of CV Link, they are a critical part of the overall project design and will continue to be involved with the project while it is under construction. If there are design changes that need to be made in the field during construction, Anser Advisory Group – the CV Link construction management team that the CVAG Executive Committee hired in January 2020 – takes the lead on coordinating with the construction contractor to provide a solution. Those contractors will then work with Alta to get the final sign off on the design changes so work can continue. The terms of the contract amendment align with the work anticipated for the next segment of construction.

The recommended authorization would also allow the Executive Director and/or Legal Counsel to make minor, clarifying contract changes prior to execution.

Fiscal Analysis: Amendment No. 13 includes a not to exceed amount of \$334,000. The cost of services will be paid for from existing funding sources for CV Link.

Staff would note that this total amount is slightly higher than when the item was presented to the Transportation Committee. As noted in a separate staff report, additional support is needed for grant applications to the Governor's Office of Planning & Research's Integrated Climate Adaptation Resiliency Program.

Attachment: Amendment No. 13 to Alta's contract and scope of work

**AMENDMENT NUMBER THIRTEEN
to the
ALTA PLANNING + DESIGN - CVAG
DESIGN AND ENGINEERING SERVICES AGREEMENT
for the
CV LINK PROJECT**

This **AMENDMENT NUMBER THIRTEEN** is made and entered into this 29th day of April 2024, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Alta Planning + Design (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 for the CV Link Project.

- 1. **This Amendment Number Thirteen authorizes CVAG to extend the contract term to April 30, 2025**
- 2. **This Amendment Number Thirteen authorizes CVAG funds in the amount not to exceed \$334,000**

Summary

Previously authorized Active Transportation Program federal funds as noted in Revised Executive Committee report 9-29-15	\$ 6,217,000
Amendment Number One	\$ 239,000
Amendment Number Two	\$ 204,238
Amendment Number Three	\$ 106,302
Amendment Number Four (Contract Extension Only)	\$ 0
Amendment Number Five	\$ 1,260,287
Amendment Number Six	\$ 1,359,550
Amendment Number Seven (Contract Extension Only)	\$ 0
Amendment Number Eight	\$ 438,438
Amendment Number Nine	\$ 578,211
Amendment Number Ten	\$ 551,352
Amendment Number Eleven (Contract Extension Only)	\$ 0
Amendment Number Twelve	\$ 287,500
Amendment Number Thirteen	\$ 334,000
Current Cost for CV Link Project	\$11,575,878

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

ALTA PLANNING + DESIGN

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Mike Rose, Vice President

Date: _____

Date: _____

Exhibit A.

Statement of Work

Introduction and Understanding

This scope of work has been prepared at the request of Coachella Valley Association of Governments (CVAG) to provide services for continued Construction Assistance of CV Link Segment 1, Segments 3-5, Segment 6 and other design, engineering and coordination tasks as directed by CVAG to support this and future CV Link segments. Many of these tasks require consultation and approvals by various agencies and the specific needs change as the work progresses. These fees will be billed on a time and materials basis, as directed by CVAG, up to completion of the task.

Alta offers the following scope of work:

1. Complete the Design for the Connection to Hovley Lane via Cook St.

Continued development of this segment in conjunction with CVWD and the City of Palm Desert at the direction of CVAG.

Proposed Fee: \$15,000

2. Complete HWY 111 Permitting

Respond to comments and desired redesign from CalTrans to secure permits.

Proposed Fee \$20,000

3. Construction Administration

PMT meetings, RFI responses, plan adjustments and other tasks as directed by CVAG. This is estimated at 18K per month for one year, March 2024 to December 2024. This is inclusive of tasks that arise that require services from Alta and/or our subcontractors on this project and includes expenses for up to 6 site visits in 2024. Alta designers and engineers can better assist with CA when site visits are included. 18K per month is based on the historical average billings for the last year that include unforeseen tasks as requested by CVAG.

Proposed Fee: \$180,000

7. Continued UPRR work for the undercrossing in Indio

Continued work with CVAG, CVWD and UPRR to design and get approval for the railroad undercrossing in Indio.

Proposed Fee: \$15,000

8. City of Coachella Connector

Develop a full Bid set for the City of Coachella Connector

Proposed Fee: \$25,000

9. Contingency

This contingency is for any new proposed tasks as directed by CVAG that may include feasibility assessments for CV Link connectors, including extensions and grade separations. This will be allocated at the discretion of CVAG.

Contingency: \$79,000

Exhibit B.
Price Formula

	Task	Estimated Fee
1	Hovley via Cook St.	15000
2	Hwy 111 Permitting	20000
3	Construction Admin	180000
4	UPRR work	15000
5	City of Coachella Connector	25000
	Subtotal	255000
6	Contingency	79000
	Total	\$334,000

DRAFT

Exhibit C.

Schedule

Estimated Schedule

Project Manager shall commence performance of Services and proceed toward completion of deliverables upon notice to proceed.

Task

- 1. Hovley Via Cook St.
- 2. Hwy 111 Permitting
- 3. Construction Admin
- 4. UPRR Work
- 5. City of Coachella Connector
- 6. Contingency

Expected Completion Dates

- Dependent upon CVAG, CVWD and Palm Desert
- Upon approval by Caltrans
- Ongoing through duration of construction
- Upon Approval by UPRR
- As Directed by CVAG
- As Directed by CVAG


DRAFT

ITEM 9a

2023/2024 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	-	-	✓	-	Absent	-	Absent	✓	-			
Cabazon Band of Mission Indians	-	-	Absent	-	Absent	-	✓	✓	-			
Torres Martinez Desert Cahuilla Indians	-	-	✓	-	Absent	-	Absent	Absent	-			
Twenty-Nine Palms Band of Mission Indians	-	-	Absent	-	Absent	-	Absent	Absent	-			

Absent 
 No Meeting -
 Present ✓

*This was a joint meeting with the Transportation Committee.

ITEM 9b

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



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 March 2024:

Completed: Indian Canyon @ I-10 (Mar '12); Gene Autry/Palm Drive @ I-10 (Mar '12); Date Palm Drive @ I-10 (May '14); Monterey Avenue Ramp @ I-10 (Apr '15); Bob Hope/Ramon @ I-10 (Sep '11); and Jefferson Street @ I-10 (Nov '17)

Monroe @ I-10: Final environmental document approved by Caltrans & PS&E phase is ongoing. The 95% plans resubmitted to Caltrans in November 2023 for review. Construction cost estimate is being updated after addition of cycle track/ low-speed electric vehicle (LSEV) path. Right-of-way (ROW) acquisition to begin this year.

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 90% complete. Seeking funding opportunities to advance the project to construction phase.

Avenue 50 @ SR 86: Funding agreement amendment for PS&E and ROW acquisition approved by Executive Committee in September 2020 for grant matching funds. Seeking grant funding to complete PS&E and ROW phases.

Dillon Road @ I-10 @ SR 86: PA&ED underway.

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, the project has been suspended.

Fiscal Analysis: Funding for these projects has been budgeted through the project phase indicated and secured through various funding sources.

ITEM 9c

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Arterial Program - Project Status Report
4/24/2024



Project Description	Lead Agency	CVAG Funded						Status
		PEng	ENV	PS&E	ROW	CON	Through	
Interchanges								
Avenue 50 @ 86S	COA						ROW	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. Resubmitted 95% PSE to Caltrans with cycle track facility added.
Portola Avenue @ I-10	COR						PS&E	Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained.

Arterial Links								
Avenue 48 (Van Buren St to Dillon Rd)	COR						Construction	Final design and ROW underway. CVAG approved construction funds.
Avenue 50 (Calhoun St to Harrison St)	COA						Construction	PS&E & ROW underway.
Avenue 50 (Jefferson St to Jackson St)	Indio						PS&E	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						Construction	CVAG Executive Committee approved funding from design to construction.
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						ROW	PS&E & ROW underway.
Avenue 50 Bridge over LQEC	LQ						Construction	CVAG Executive Committee approved funding from design to construction.
Avenue 66 Grade Separation over UPRR	COR						Construction	Repairing damage improvements from summer storms before final acceptance from Caltrans.
Cathedral Canyon Drive Bridge	CC						Construction	Construction complete. Completing close out documentation by Caltrans.
Dillon Road over WWR	COA						Environmental	CEQA and NEPA complete. State clarification required for eligibility of HBP funds for PS&E and construction.
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						ROW	In final design. Plans submitted for review.
Indian Canyon Drive (Garnet Incl. RR Crossing)	PS						Construction	Project in construction.
Ramon Road Bridge	PS						ROW	ROW pending CVWD final agreement almost complete. Update plans to latest Caltrans standards.
South Palm Canyon Drive Bridge over Tahquitz Creek	PS						PS&E	Plans complete. Requesting funding from Caltrans for construction. RFB anticipated April 2024
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	COA						PSR	PSR complete. PA&ED is underway.
Golf Center Parkway @ I-10	Indio						PSR	PSR on hold.

Regional Projects								
Broadband Strategic Plan	CVAG							Market Assessment complete. Advisory committee kicked off in March.
CV Sync - Phase 1	CVAG						Construction	Executive Committee authorized CVAG to file the Notice of Completion June 2023.
CV Sync - Phase 2	CVAG						Construction	Construction underway.
CV Sync - Phase 3	CVAG						PEng/ENV	Feasibility Study and CV Sync design kicked off in January 2024.
Flooding and Blowsand - Phase 1	CVAG						PEng/ENV	ROW basemaps and environmental complete. Utilities coordination underway.

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, RFB = Request for Bids

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

4/24/2024



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. In project closeout phase.
Palm Canyon Crosswalks	PS			Construction	Project completed.
Palm Canyon Intersection Pedestrian Enhancements	PS			Construction	Project completed.
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. Additional segments recommended in separate agenda item.
ATP - Arts & Music Line	CVAG				Design & NEPA underway. Contract amendment addressed in separate agenda item.
ATP - Cathedral City Downtown Connectors	CC				Contract issued for construction. Restriping bike lanes on E. Palm Canyon has begun.
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

ITEM 9e

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Update on broadband installation in the City of Indio

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

Recommendation: Information

Background: The development of high-speed broadband internet access in the Coachella Valley continues to be a priority for member jurisdictions. In April 2023, the CVAG Executive Committee authorized the Executive Director to take the necessary actions to accept \$978,460 to conduct a Coachella Valley Broadband Strategic Plan. In September 2023, the Executive Committee authorized the execution of a professional service contract with HR Green Pacific, Inc. to provide engineering services for the strategic plan. Work on the strategic plan began in November and is expected to be completed by March 2025.

While CVAG works on the strategic plan, several individual jurisdictions have been pursuing their own planning and implementation efforts to fund the deployments of last-mile broadband within their right-of way. The City of Indio approached CVAG staff last year for opportunities to leverage the CV Sync project to co-locate city broadband infrastructure with the CV Sync infrastructure. In June, the CVAG Executive Committee authorized the Executive Director to execute a contract change order with the CV Sync contractor and a reimbursement agreement with the City of Indio to cover the costs associated with the co-location. The Executive Director was also authorized to execute similar agreements with other jurisdictions should the opportunity arise.

Indio and CVAG staff successfully collaborated on the design of the fiber co-location over the ensuing months and in February 2024, Indio and CVAG executed the reimbursement agreement. Under the terms of the agreement, Indio will fully reimburse CVAG to add fiber innerduct and related infrastructure to the CV Sync project at a cost not to exceed \$900,000. CVAG is working with the CV Sync contractor, Crosstown, to execute the change order.

Indio has allocated an additional \$650,000 and is now undertaking the design of filling their CV Sync innerduct with broadband fiber under contracts separate from CVAG. In September 2023, Indio applied for Federal Funding Account grant funding from the California Public Utilities Commission to continue expanding broadband network beyond the facilities being co-located with CV Sync infrastructure in the community. As of the publication of this staff report, Indio was still awaiting notification on the award.

CVAG staff continues to welcome additional opportunities to work with member jurisdictions within the CV Sync project area of the opportunity to leverage the project to advance their broadband initiatives. In addition to the work with the City of Indio, CVAG staff is in discussions with staff from the Cities of Palm Springs and Cathedral City as well as the Agua Caliente Band of Cahuilla Indians, who are also interested in leveraging CV Sync to advance their respective broadband

efforts. Should the discussions lead to co-location implementation, CVAG will enter into reimbursement agreements and provide updates to CVAG's committees.

Fiscal Analysis: There is no additional cost to CVAG as any costs associated with the co-location are fully covered by the City of Indio.

CVAG has an existing construction contract with Crosstown for Phase II of CV Sync. A contract change order will be prepared to cover all of the construction-related expenses necessary to co-locate the City of Indio's Broadband fiber with CV Sync's fiber. These costs would be covered through the reimbursement agreement. The same applies to other CVAG members should agreements be executed for broadband fiber co-location.

ITEM 9f

**Coachella Valley Association of Governments
Executive Committee
April 11, 2024**



STAFF REPORT

Subject: Lithium Extraction at the Salton Sea

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

Recommendation: Information

Background: One of the key topics of interest to the Energy & Sustainability Committee and the region relates to the environmental, economic and public health issues associated with the shrinking Salton Sea. As the water inflows decrease, sea levels will decline, exposing highly emissive lakebed or playa that contributes to poor air quality, including PM 10, one of the region's key criteria pollutant. Most recently, the Committee has received updates on efforts to mitigate declining water levels and on the Colorado River water negotiations that have an impact regionally. Given the nexus to the Salton Sea, members of the Energy & Sustainability also requested an update on lithium extraction at the Sea. As the state moves to meet its aggressive climate and clean energy related goals, there has been an increased demand for lithium, a mineral that is a key ingredient needed for battery storage and vehicle electrification.

The geothermal infrastructure that exists at the Salton Sea and the availability of lithium has prompted considerable interests in commercially recovering said mineral for purposes of helping to meet the state's battery storage and climate related goals. In 2020, Assemblymember Eduardo Garcia led the passage of Assembly Bill (AB) 1657, which established the Blue Ribbon Commission on Lithium Extraction. The Commission is comprised of 14 members, including non-profits, environmental, energy and Tribal partners. They were tasked with delivering a report to the Legislature that was delivered on October 2022. The purpose of the Commission's report was to identify recommendations across a number of issue areas, including but not limited to, market opportunities, electric grid benefits, technical and economic challenges, and safety and environmental protections. The report (attached) also includes community priorities, including community engagement and accruing benefits to local communities.

According to the Lithium Valley Commission's report, the Salton Sea Known Geothermal Resource Area is believed to have the highest concentration of lithium contained in the world. Through already existing closed-looped geothermal infrastructure systems, lithium recovery is an added benefit of their existing process. Using this closed-looped systems is also a preferred environmental method in comparison to open hard rock mining and evaporative ponds that are used in other countries. It is also important to note that lithium has been listed as a critical mineral for the United States per Executive Order 13817, positioning the Salton Sea region to be a key competitor and source for the mineral.

In January of this year, Controlled Thermal Resources broke ground on Hell's Kitchen Plant 1. This project will produce 40 megawatts of geothermal energy and produce approximately 25,000 metric tons of lithium annually, which is the amount needed for approximately 415,000 electric vehicle batteries.

To help facilitate planning and permitting and community engagement for related projects, Imperial County has appointed Bari Bean as the County's Deputy Chief Executive Officer for Natural Resources. Ms. Bean attended the April meeting of the Energy & Sustainability Committee to provide

a presentation on lithium recovery at the Salton Sea and addressed questions from the Committee members. The Committee also expressed interest in a site tour as part of a future meeting agenda.

Fiscal Analysis: There is no cost to CVAG for this update.

Attachment:

- Report of the Blue Ribbon Commission on Lithium Extraction in California:
<https://efiling.energy.ca.gov/GetDocument.aspx?tn=247861>

ITEM 9g

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Update on the Coachella Valley Energy Commission

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

Recommendation: Information

Background: CVAG has been actively working with Imperial Irrigation District (IID), member jurisdictions and Coachella Valley Water District (CVWD) to address long-term issues around electricity service in eastern Riverside County. In January 2024, based on feedback from IID's Coachella Valley Energy Commission (CVEC) and at the recommendation of CVAG's Energy & Sustainability Committee, CVAG's Executive Committee authorized the Executive Director to address Coachella Valley representation on Imperial Irrigation District electrical service matters by negotiating terms and entering into an agreement with the Leading Resources Incorporated (LRI) for the Long-Term Governance and Electrical Services Strategic Plan. The cost of this study is being split between IID and CVWD. In February, CVAG staff provided the Energy & Sustainability Committee with an update regarding the Coachella Valley Energy Commission's strategic planning efforts and the LRI team previewed their approach.

At its April meeting, CVAG staff provided the Energy & Sustainability Committee with a recap of LRI's first strategic planning session, which took place with the CVEC members on April 3-4.

The two-day session by LRI focused on topics that include setting goals of the process, assessing current service level and identifying gaps and governance options. Through the facilitated strategic process with LRI, CVEC plans to identify next steps, such as key information or analysis need to better inform identified issues as well as discuss process to move forward. The first strategic planning session took place at the Indian Wells Golf Resort and both sessions held from 1-5 p.m. each day.

The session also allowed CVEC members to review legislative matters. There are two key bills that relate to CVEC. Assembly Bill (AB) 2172 by Assemblymember Greg Wallis would require the California State Auditor's Office to conduct a comprehensive assessment and inventory of IID's assets. Originally a spot bill, AB 2172 was amended on March 21 with its current, substantive language. The assessment would identify the location of the asset relative to IID's jurisdictional boundary, asset depreciation and capital improvement plans. The bill would require the inventory assessment be submitted to the legislature by September 30, 2025. The bill was passed by the Assembly Utilities and Energy Committee on April 17 and is headed to the Assembly Appropriations Committee.

In addition, Assemblymember Eduardo Garcia has authored AB 3198, which relates to joint powers agreements. At the CVEC committee meeting of March 14, Assemblymember Garcia made public comments regarding his willingness to use AB 3198 as a legislative vehicle to move forward CVEC's collective governance work. Specifically, AB 3198 would remove the barrier that currently exists under state law that prohibits Coachella Valley Water District and the County of Riverside from participating in a joint powers authority related to retail electric service. Removing this barrier is important as CVEC members discuss governance options. This by no means establishes that the CVEC has selected a JPA as the preferred governance alternative. On the second day of the two-day strategic planning session, CVEC member unanimously agreed on language related to a JPA. Subsequently, at its

regularly scheduled meeting of April 11, CVEC voted to approve the language and transmit it to Assemblymember Garcia's office. On April 16, AB 3198 was amended with the language approved by CVEC. This bill was referred to the Assembly Local Government Committee and the bill has not been set for a hearing. April 26 is the deadline for policy committees to hear and report fiscal bills, and May 3 for non-fiscal bills. CVAG staff will continue to monitor these bills to keep the committee apprised.

The next CVEC strategic planning session is scheduled for May 9 at CVAG's committee meeting room from 1-6 p.m. In the interim, LRI is conducting individual interviews with CVEC members to ascertain information needed to help members understand governance, financial and legislative matters that have been discussed.

Fiscal Analysis: There is no cost to CVAG for this plan. CVAG has entered into an agreement with LRI for work to complete the strategic plan. Staff has finalized the cost-sharing plan with IID and CVWD. CVWD and IID agreed to equally share the cost of the strategic plan, which is \$230,000 inclusive of \$30,000 for travel-related costs.

Staff time related to this work is covered under the existing memorandum of understanding with IID, which is billed on a time and materials basis.

Attachments:

- Bill text for AB 2172:
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB2172
- Bill text for AB 3198:
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB3198

ITEM 9h

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Update on the Climate Pollution Reduction Grant Application and the Region's Priority Climate Action Plan

Contact: Jacob Alvarez, Program Manager (jalvarez@cvag.org)

Recommendation: Information

Background: In recent months, the Executive Committee and the Energy & Sustainability Committee has been provided updates on the efforts to secure funding through the Inflation Reduction Act (IRA). At CVAG's January 29 Executive Committee, CVAG's Executive Director was authorized to take any necessary steps for CVAG to participate in the submission of an application for the Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG), including executing an agreement between partnering agencies. The application and the required Priority Climate Action Plans (PCAP) have now been completed, and this report provides an overview of what was included.

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 an Executive Committee, with CVAG's votes represented by the Energy & Sustainability Committee Chair, or Vice Chair as needed.

The IRA provides an investment of \$5 billion to the EPA to support efforts by states and municipalities thereof to develop and implement local greenhouse gas (GHG) reduction strategies. The EPA in 2023 unveiled the Climate Pollution Reduction Grant Program (CPRG) to provide grants to states, local governments, tribes, and territories to develop and implement Priority Climate Action Plans (PCAP) for reducing GHG emissions and other harmful air pollution. This grant program provided \$250 million for non-competitive planning grants, and the remaining \$4.6 million in competitive implementation grants.

To be eligible for implementation grant funding, a project must be in a PCAP. The EPA allocated funding to 117 entities nationally to prepare these studies and identify GHG emissions reduction strategies. This funding was provided to states as well as regional governments representing Metropolitan Statistical Areas (MSAs), which are designated by the U.S. Census and represent countywide or multi-county areas with a significant level of economic interaction. The Riverside-San Bernardino-Ontario MSA was one of the selected entities, and funding went to San Bernardino Council of Governments (SBCOG) to lead the PCAP. SBCOG, CVAG and Western Riverside Council of Governments (WRCOG) are already collaborating on the Inland Regional Energy Network. Additional partnerships for the PCAP were created with South Coast Air Quality Management District (SCAQMD) and other stakeholders.

The regional PCAP was completed and submitted to the EPA by March 1, 2024. At Energy & Sustainability's January 11 meeting, staff informed the committee that CVAG reached out to member

jurisdictions to provide feedback on project types that should be included into the PCAP. CVAG staff's goal was to include as many project types as possible into the PCAP to create options for this and future funding cycles.

Within the PCAP, three programs received prioritization for CPRG implementation funding: Light Duty Electric Vehicle Infrastructure, Goods Movement Decarbonization, and Building Decarbonization, encompassing both public and residential buildings. PCAP measures provided by all three Council of Governments, as well as partners at SunLine Transit Agency, can be found in the Riverside-San Bernardino-Ontario MSA Priority Climate Action Plan: https://cvag.org/wp-content/uploads/2024/03/Riverside_San-Bernardino_Ontario_PCAP.pdf

EPA's implementation grant applications were due by April 1, 2024. SBCOG, on behalf of the MSA, submitted a grant proposal named Decarbonization and Equitable Climate Action and Resilience Building for the Inland Empire (DECARB IE) on March 29. The application includes three programs for funding. It requested \$58.2 million for light duty electric vehicle infrastructure; \$106.7 million for public building decarbonization; and \$29.1 million for residential building decarbonization. If awarded, these programs will be led by SBCOG, WRCOG and CVAG under a programming arrangement that would be finalized later. The cumulative GHG emissions reductions are projected to exceed 778,000 metric tons of CO₂ equivalent from 2025 through 2050.

As lead of the residential building decarbonization program, CVAG staff based the program's framework on California Energy Commission's (CEC) Equitable Building Decarbonization program guidelines. Additional funding from the CPRG would complement the CEC's upcoming Equitable Building Decarbonization Direct Install program, which provides low or no cost decarbonization retrofits like HVAC, lighting, water heating equipment, insulation, and weatherization to Low-Income Disadvantaged Community (LIDAC) households. CPRG funding will be utilized, when possible, toward the installation of solar and battery storage systems. This aims to enhance the affordability of electricity bills for LIDAC households, as the use of CEC's program funds for this purpose is currently prohibited. Installation of solar and battery storage is noteworthy because it provides resilience to households by supplying much needed energy during blackouts, brownouts and/or to utilize during high peak energy demand, particularly during extreme heat events.

As noted at Energy & Sustainability's January meeting, staff at SCAQMD and Southern California Association of Governments (SCAG) also explored opportunities to take the lead on the applications targeting goods movement within two MSAs: the Riverside-San Bernardino-Ontario MSA and the Los Angeles- Long Beach-Anaheim MSA. SCAQMD led its own application and has utilized both Riverside-San Bernardino-Ontario and Los Angeles- and Long Beach-Anaheim PCAPs for its submission of a CPRG grant proposal named Infrastructure, Vehicles, and Equipment Strategy for Climate Equity, Air Quality, and National Competitiveness (INVEST CLEAN). The Executive Directors from the I-REN councils of governments issued a letter of support for the application.

Fiscal Analysis: There is no additional cost to CVAG for these items. Staff time dedicated to I-REN and the costs of the services of consultants are covered through the I-REN budget.

Attachment: South Coast Air Quality Management District CPRG Letter of Support



March 21, 2024

Wayne Nastri, Executive Officer
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

Re: South Coast Air Quality Management District Climate Pollution Reduction Grant regional proposal, INVEST CLEAN

Dear Executive Officer Nastri:

On behalf of the San Bernardino County Transportation Authority/San Bernardino Council of Governments (SBCTA/SBCOG), Western Riverside Council of Governments (WRCOG), and Coachella Valley Association of Governments (CVAG), we write to express our commitment and support for the regional U.S. Environmental Protection Agency (U.S. EPA) Climate Pollution Reduction Grant (CPRG) application led by the South Coast Air Quality Management District (South Coast AQMD). The INVEST CLEAN Project (Infrastructure, Vehicles, and Equipment Strategy for Climate Equity, Air Quality, and National Competitiveness) aligns with U.S. EPA's ambitious CPRG goals, Justice40, and Joint Office of Energy and Transportation, "National Zero-Emission Freight Corridor Strategy." It is an all-of-government project with strong industry, labor, and community participants and supported by the Priority Climate Action Plans (PCAPs) for two Metropolitan Statistical Areas (MSAs): Los Angeles – Long Beach – Orange County MSA and the Riverside – San Bernardino – Ontario MSA, as well as the State of California. This is a unique opportunity for EPA to help the South Coast Air Basin clean up mobile sources for which the federal government bears substantial responsibility in our quest to attain the federal PM 2.5 and ozone standards.

The Inland Empire (I.E.) is home to one of the largest logistics hubs in the U.S., with over 500 million square feet of industrial square footage, an extensive interstate highway and freight rail network, and multiple intermodal facilities. The I.E. contains over 60 percent of the larger industrial/distribution buildings (over 150,000 square feet in size) in the six-county Southern California region. This means that the I.E. is an excellent place to efficiently invest CPRG funding to accelerate the transition to zero-emission trucks and the full range of zero-emission cargo-handling equipment needed to operate these major facilities. Dealing with larger facilities and a concentration of industrial property owners and fleet operators will enable more economies of scale, in terms of benefit per dollar invested by EPA. This, in turn, will bring significant improvement in air quality to the many disadvantaged communities within our region.

INVEST CLEAN will foster economic resilience and community well-being in this vital logistics hub by investing in electric and hydrogen-powered trucks and the accompanying charging and fueling infrastructure along key transportation corridors, such as Interstates 10 and 15. The Southern California Association of Governments (SCAG) has noted that half of all Americans exposed to PM 2.5 pollution exceeding the national standard reside in the SCAG region.

March 21, 2024
Wayne Nastri
Page 2

INVEST CLEAN is a transformational initiative aimed at overcoming barriers to transitioning the Southern California goods movement supply chain to zero-emission technologies. This project targets issues such as inadequate charging infrastructure, cost of medium- and heavy-duty vehicles and equipment, and scarcity of real-world deployments to demonstrate zero-emission technologies. INVEST CLEAN is also designed to uplift communities through a robust workforce training program in partnership with labor and educational institutions. Further, INVEST CLEAN integrates community input and benefits into implementable projects and creates an innovative program to help mitigate the air quality impacts of goods movement on our most vulnerable residents, building on existing efforts, while also significantly reducing greenhouse gas emissions.

INVEST CLEAN will drive innovative and sustainable changes within the goods movement industry, a major source of greenhouse gas emissions in Southern California. These efforts will foster economic expansion by promoting the manufacturing of U.S. made vehicles and equipment. Furthermore, it will serve as a catalyst for nationwide improvements in goods movement by establishing a blueprint and leveraging economies of scale.

We earnestly advocate for the U.S. EPA's favorable consideration and support for INVEST CLEAN. Please feel free to contact us for any reason regarding our support for this invaluable project.

Sincerely,



Dr. Raymond Wolfe
Executive Director
SBCTA/SBCOG



Dr. Kurt Wilson
Executive Director
WRCOG



Tom Kirk
Executive Director
CVAG

ITEM 9i

Coachella Valley Association of Governments
Executive Committee
April 29, 2024



STAFF REPORT

Subject: Update on Distributed Energy Resources & Microgrids

Contact: David Freedman, Program Manager (dfreedman@cvag.org)

Recommendation: Information

Background: At a recent meeting of the Energy & Sustainability Committee, staff was asked to provide an update on microgrids. CVAG staff has, since early 2023, been evaluating opportunities for distributed energy resources (DER) such as microgrids. Microgrids are a specialized form of DER that offer the possibility of a critical facility or neighborhood having better resilience, as the microgrid serving the facility or neighborhood can be isolated from the grid and allows for power to be utilized off grid in the event of grid failure.

SB 1339, which was passed by the Legislature in 2018, requires the California Public Utilities Commission (CPUC), in consultation with the California Energy Commission and the California Independent System Operator, to take action to facilitate the commercialization of microgrids for distribution customers of large electrical corporations. The CPUC is currently implementing SB 1339 through its Microgrids proceeding.

Components of microgrid commercialization are set by SB 1339, and must include: (1) rates, tariffs, and rules, as necessary; that (2) remove barriers for deploying microgrids across the large investor-owned utility (IOU) service territories; (3) without shifting costs onto non-benefiting customers; and (4) prioritizing and ensuring worker, public, and the electric system's safety and reliability.

Track 5 of the Microgrids proceeding is focused on developing a multi-property microgrid tariff. Parties have been given an opportunity to submit proposals for multi-property microgrid tariffs that follow the guiding principles and requirements established by the CPUC. On March 26, the CPUC held a workshop to allow the IOUs and other parties to present their proposals for a multi-property microgrid tariff, previously filed into the record of the proceeding, and to allow for questions and public comments.

On March 27, the CPUC directed the parties to file comments discussing if and/or how their multi-property microgrid tariff proposal aligns with the nine goals in the CPUC's Environmental and Social Justice (ESJ) Action Plan. ESJ communities as defined in the plan include disadvantaged communities, all Tribal lands, and low-income households and census tracts having 80% or less of the area or state median income. Final comments in response to the March 27 ruling must be filed no later than May 17.

The CPUC will consider the stakeholder proposals and comments and is expected to issue a Decision adopting a multi-property microgrid tariff by year-end. Staff will continue monitoring the CPUC's decisions and programs related to microgrids and will report back to the Energy & Sustainability Committee. Staff is also providing regular updates to the Inland Regional Energy Network (I-REN) Executive Committee and to Desert Community Energy's Board of Directors.

Fiscal Analysis: There is no cost to CVAG for this informational update.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 17, 2024
To: Executive Committee
Coachella Valley Association of Governments
Subject: Desert Healthcare District's – Understanding Potential Hospital Operation Options – Desert Regional Medical Center

Since 1997, the Desert Healthcare District (District) has been in a 30-year lease with Tenet Healthcare (Tenet) to operate Desert Regional Medical Center (DRMC). The lease expires in 2027.

The District received a new lease proposal from Tenet in September 2023. The proposal includes the following:

- Lease term: 30-years - 2027-2057
- Fair Market Value deal valued at \$590,000,000
- Tenet assumes Seismic compliance with present completion date of 2030
- Annual installments, including prepayment, totaling approximately \$290,000,000 in present value dollars
- Tenet will have the right to purchase DRMC at the end of the 30-year lease period
- Tenet will not waive the purchase option

The District Board is considering all possible options.. Options include:

- Negotiate the lease/purchase proposal
- Allow the present lease to expire in 2027 and reassume operational responsibilities of DRMC
- Eventually seek an alternative hospital operator – since Tenet is not required to provide necessary data for alternative operators to conduct a due diligence process prior to the end of the present lease, this option would be considered at a later date.

As the District Board is considering the options and potentially negotiating a transaction with Tenet, the District has developed a PowerPoint presentation and is conducting 5 public community meetings across the valley. The meetings are designed to inform District residents of the potential operation options and to gain input from community members.

The District Board is faced with a challenging decision, as it does not prefer to relinquish ownership of the District asset, and is welcoming input from all community members.

The District's presentation – Understanding Potential Hospital Operation Options is included for your review.

Understanding Potential Hospital Operation Options

APRIL 16, 2024



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Today's Agenda



- Overview
- Background
- Tenet's Proposal
- Benefits
- Challenges
- Alternatives

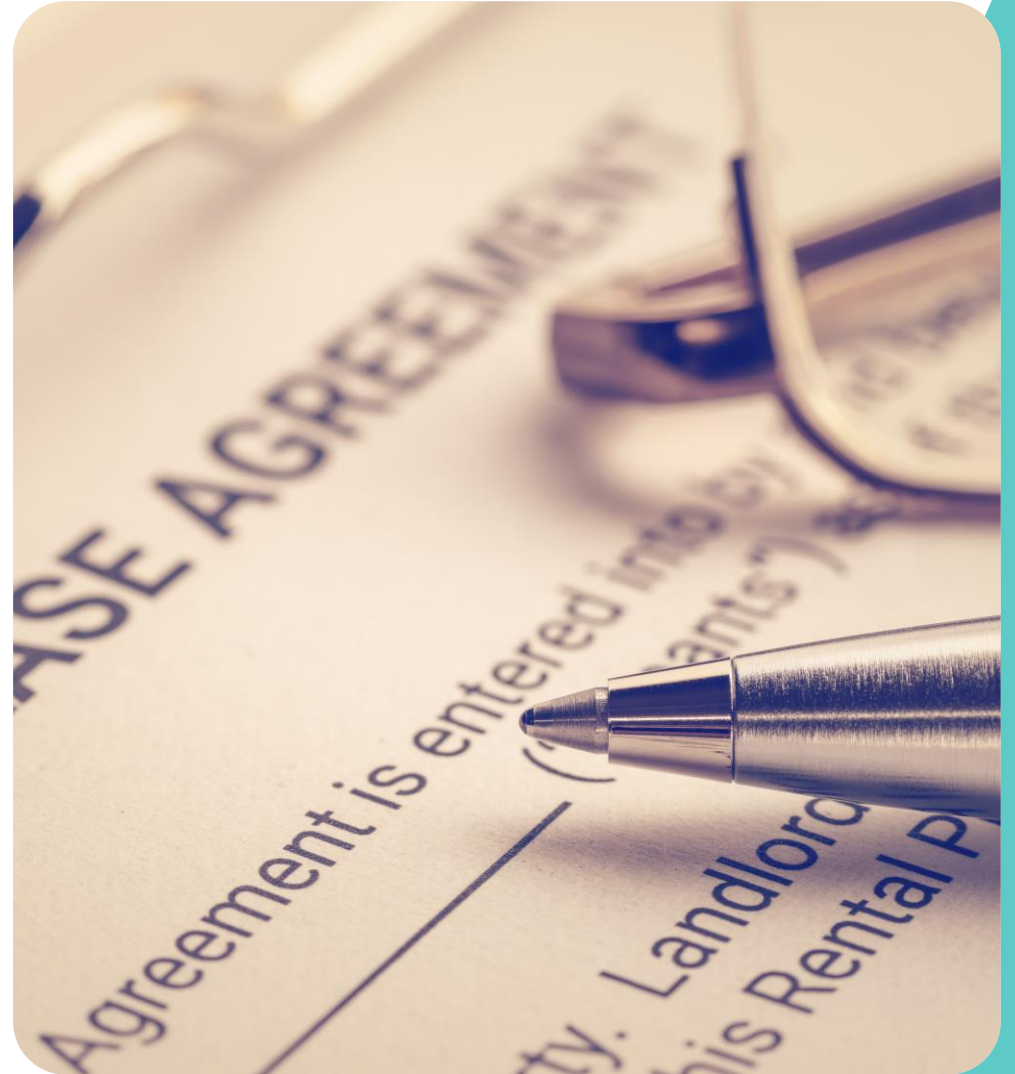


DESERT HEALTHCARE
DISTRICT & FOUNDATION

Overview

The Desert Healthcare District Board of Directors is currently evaluating the Tenet Health lease proposal, in addition to possibly:

- Reassuming hospital operations
- Eventually seeking an alternative hospital operator



DHCD Background

Mission: To achieve optimal health at all stages of life for all District residents.

Current Role at Desert Regional: Provide transparency of hospital operations and minor oversight.

By the Numbers:

- Total Funds Awarded in support of wellness in the Coachella Valley: \$98,824,123
- 76 Years in Operation
- 7 Board Members



Timeline

- **1942:** The U.S. Army purchased the El Mirador Hotel and converted it into the 1,600-bed Torney General Hospital to treat soldiers injured during WWII. The facility was turned back into a hotel after the war.
- **1948:** DHCD was established to operate a 38-bed non-profit hospital next to the hotel.
- **1972:** The hotel closed and was purchased by DHCD. Since then, Desert Regional Medical Center has undergone a series of expansions to the current 385-bed facility.
- **1997:** Tenet Health paid DHCD for a 30-year lease to run Desert Regional Medical Center.
- **Today:** We are faced with a decision to retain Tenet Health as the hospital's operator or seek an alternative solution
- **2027:** The current hospital lease ends.
- **2030:** Seismic upgrades are required to be in place.

Tenet's Proposal

- Initial proposal was provided to the District in September last year.
- Extends Tenet's current lease from 2027 to 2057.
- Tenet would pay the District the full fair market value of the hospital approximately \$475 million in today's dollars.
- **Tenet proposes to pay the \$475 million to the District in two ways:**
 1. Assuming responsibility for the seismic upgrade of the hospital, as required by state law by 2030 - estimated at \$185 million
 2. Paying the balance of the price in a series of installment payments over 15 years. Those installments would total about \$290 million

- **The option to transfer ownership of the hospital at the end of the lease would be a requirement.**
 - If they exercise the option, they would pay the District an extra \$100 million. (\$10 Million in today's dollars)

Benefits Include:

- Solving the seismic issue facing the organization.
- Making \$300 million available to address well-documented shortfalls (i.e. primary, specialty, and behavioral health) in healthcare access within our local communities.





Challenges Include:

- Loss of hospital ownership in 2057
- Loss of transparency and oversight in 2057

Alternatives

Reassuming
Hospital
Operations

Eventually Seeking
an Alternative
Operator



Reassuming Hospital Operations

- The District could allow the lease to expire and assume operating responsibility for the hospital.
- Retained consultants to report on the feasibility of the District assuming operating responsibility.

Benefits Include:

- ✓ More local control of hospital functions
- ✓ Retaining the hospital as a District asset

Challenges:

1. Need to fund the hospital's start-up operating and capital costs
2. Taxpayers would need to pay \$185 million for seismic work
3. Would lose \$300 million in community health support
4. No assurance of Tenet's financial performance
5. Need to suspend its grant-giving program
6. Desert Care Network, currently spanning three hospitals, would be disrupted

Seeking an Alternative Operator

- The District could wait until 2026 to seek proposals from other healthcare systems to take over responsibility for the hospital.

Benefits Include:

- ✓ Retaining the hospital as a District asset
- ✓ Potential improvements in hospital experiences

Challenges:

1. Tenet is not required to cooperate with the District until 2026
2. Not enough time for a new partner to prepare
3. No assurance that a new operator would be willing to assume responsibility
4. No assurance that a new operator would fund the seismic requirement
5. No assurance that a new operator would pay the current fair market value of the hospital
6. Not enough time to get the seismic upgrades done by 2030

Bottomline



1. Not a straightforward easy decision
2. Far-reaching consequences for healthcare in the Coachella Valley, far beyond the walls of the hospital
3. We need to hear from the community and ensure your voice is heard

What's Next?

1

Continue hosting
Community
Meetings across
the Coachella
Valley

2

Continue to
inform and
engage the
community

3

Make a decision
on the best path
forward for the
hospital and
community

4

Present that
decision to the
community for a
vote

Questions?

Visit dhcd.org to learn more.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

League of California Cities 2024 Advocacy Priorities

1. **Safeguard local revenues and bolster local economic development.**

Cities are the engine of the state economy. With a looming state budget deficit, it is critical to counter efforts by the state and corporations to erode or skim local revenue. Cal Cities supports increasing local revenue streams for local governments and **opposes any effort to reduce or eliminate existing funding to cities**. Cal Cities will use every tool in the toolbox — legislative, legal, and grassroots mobilization — to **fight a 2024 ballot measure** that represents an existential threat to local control. The measure, sponsored by the California Business Roundtable, would put at risk billions of dollars for essential local services. Cal Cities also supports legislation that will fund a **state-local partnership to enhance economic development** in these uncertain fiscal times.

2. **Strengthen climate change resiliency and disaster preparedness.**

The threat of climate change is no less during tough economic times. The state needs to accelerate its efforts to **prepare, reduce, and adapt** to the ever-changing risks posed by climate change — especially in **vulnerable and under-resourced communities**. These risks include wildfires, flooding, drought, and other extreme weather events. Cal Cities will pursue **funding strategies**, including potentially a bond, that provide cities with the necessary resources to **improve community and infrastructure resiliency**. Cal Cities will also seek to advance a partnership with state and federal agencies to strengthen essential infrastructure, including modernizing the state's **water supply** and energy grid.

3. **Improve public safety in California communities.**

A spike in retail theft, violent smash-and-grab robberies, fentanyl deaths and illicit drug use, and back-to-back natural disasters, as well as strained social services are creating challenges beyond the capacity of local governments. Cal Cities will partner with the state to advance solutions that help **reduce crime, increase emergency service capacity**, and provide more support to those residents struggling with **substance abuse**. We will work with the Legislature, the Governor, and allies to craft legislation that will **reform Proposition 47**, while **avoiding a return to the days of mass incarceration**.

4. **Expand investments to prevent and reduce homelessness and increase the supply of affordable housing.**

California cities are doing more than ever to get residents off the streets and into safe, stable, and affordable housing. However, the homelessness crisis in the world's fifth-largest economy continues unabated — fueled in part by a lack of affordable housing. Cal Cities is calling on the state to provide **ongoing funding** to bolster local efforts to support individuals experiencing, or at risk of, homelessness as well as strengthen state and local partnerships **to improve access to wraparound services**, including mental health and substance use treatment. Cal Cities also supports ongoing funding for cities to **jumpstart the construction of affordable housing**, while ensuring cities **retain local decision-making** and flexibility to achieve community and state housing goals.

2024 Cal Cities Advocacy Priority

Improve public safety in California communities.

A spike in retail theft, violent smash-and-grab robberies, fentanyl deaths, and strained social services are creating significant challenges beyond the capacity of local governments in California. Cities need state assistance to advance solutions that help reduce crime, increase emergency service capacity, and provide more support to those struggling with substance use.

Priority public safety bills

AB 1779 (Irwin) Theft. SUPPORT

This measure would allow prosecutors to file charges related to retail theft across jurisdictions.

AB 1990 (Carrillo, Wendy) Criminal procedure: arrests: shoplifting. SUPPORT

This measure would authorize a peace officer to make a warrantless arrest for a misdemeanor shoplifting offense not committed in the officer's presence if the officer has probable cause to believe that person has committed shoplifting.

AB 1960 (Soria) Sentencing enhancements. SUPPORT

This measure would create a new sentencing enhancement for property loss or damage that occurs during the commission of a felony.

SB 923 (Archuleta) Theft. SUPPORT

This measure would revise Proposition 47 to require a person convicted of petty theft or shoplifting to be punished by one year in county jail if the person has two or more prior convictions for theft-related offenses.

Why these bills matter to cities

- Reducing retail theft, shoplifting, and organized retail theft is a top priority for city officials and their communities. These criminal activities are adversely impacting small businesses, residents, and local economies.
- Rising theft is impacting many communities in California, and city officials need additional tools to help reduce crime and improve the safety of their neighborhoods.
- Commercial burglary is at the highest rate since 2008. According to the Public Policy Institute of California, commercial burglary increased statewide since 2020, including in 14 of the 15 largest counties.
- City officials are calling on the Legislature to take swift action and pass comprehensive reform to reduce the alarming rise in retail theft, without returning to the days of mass incarceration.



Housing and Homelessness

2024 Cal Cities Advocacy Priority

Expand investments to prevent and reduce homelessness and increase the supply of affordable housing.

California cities are maximizing efforts to get residents into safe, stable, and affordable housing. Cities are connecting unhoused individuals with wraparound services, delivering permanent supportive housing, and jumpstarting affordable housing construction. However, the homelessness crisis continues unabated — fueled in part by a lack of affordable housing and ongoing funding. Solving this dual crisis will require a strong partnership between all levels of government.

Priority bills and budget ask

\$3 billion annually to help cities increase housing supply and prevent homelessness. SUPPORT

The state must bolster local government efforts to support our most vulnerable residents through ongoing, permanent funding in the state budget to prevent and reduce homelessness and boost the supply of affordable housing.

AB 1886 (Alvarez) Housing element: substantial compliance. OPPOSE

This measure would eliminate the ability of cities to self-certify their housing element and encourage developers to pursue “builder’s remedy” projects, thus avoiding local housing plans and zoning requirements.

SB 1037 (Wiener) Planning and zoning: housing element: enforcement. OPPOSE

This measure would allow the Attorney General to take legal action against a city and seek fines up to \$50,000 a month for either failure to adopt a compliant housing element or if the city disregards state laws that require ministerial approval of certain housing projects.

Why these priorities matter to cities

- A major obstacle for cities to effectively plan, zone, and approve housing is the state's desire to continuously change the law, especially when many recent laws disregard local decision-making and community involvement. New, unproven, and overreaching policies are not what is needed.
- Instead of pursuing new laws that punish cities — even those acting in good faith — lawmakers should direct the Department of Housing and Community Development to better assist cities with housing element compliance.
- Lawmakers should partner with local officials to invest in cities and address our housing and homelessness crisis. Targeted, ongoing funding of \$3 billion would support community-based solutions that connect our residents to the services they need and provide roofs over their heads.
- Cities support continued funding for the Homeless Housing, Assistance, and Prevention Grant (HHAP) program, but this funding source is not the silver bullet that solves the crisis. New Cal Cities data show 60% of cities have been unsuccessful in accessing this critical funding. Cities with populations under 150,000 need access to state programs to support their ongoing efforts to address the homelessness crisis.

Responding to Homelessness

Real progress requires ongoing resources

California cities are working hard to connect residents to the services they need and into safe, stable, and affordable housing. They are doing their part, but the demand for housing and services is outpacing their efforts, straining capacity, and draining resources.

In fact, in the upcoming fiscal year, **one in three** cities anticipate financial difficulties, which could significantly impact homelessness response and services. As the state faces a budget deficit and homelessness rates rise, local resources will continue to be strained. Now more than ever, cities need ongoing, permanent funding to support community-based solutions that get our most vulnerable residents and keep them in their homes.

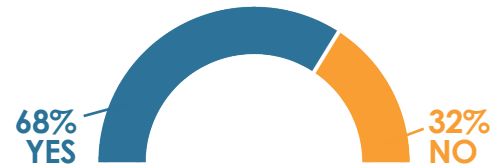
Cities agree lack of ongoing funding is the top barrier to preventing and reducing homelessness.



Has your city implemented programs to address homelessness?



Does your city have concerns about providing existing homelessness services long term?



Does the number of individuals entering homelessness exceed your city's ability to reach a net reduction in homelessness?



87% have invested **General Fund** revenues to **address homelessness**.



81% say **inconsistent state funding** impacts the ability to address homelessness.

Cal Cities urges the state to invest \$3 billion in ongoing, permanent funding to prevent and reduce homelessness and bolster local government efforts to support vulnerable members of our community.

Cities would increase capacity, resources, and services with ongoing funding to reduce homelessness, such as:

- ▶ Additional supportive services
- ▶ Affordable housing options
- ▶ Increased shelter space
- ▶ Rent subsidy programs
- ▶ Homeless outreach teams
- ▶ Behavioral health programs

*Data and assumptions — The League of California Cities conducted a statewide survey in March 2024 to better understand how cities are responding to the homelessness crisis. In total, 205 cities responded to the survey and represent a diverse group of cities by geography, population, and setting. Collectively, these 205 cities represent 42% of all cities in California. For more information email bmontiel@calcities.org.

Responding to Homelessness

How California cities are making real progress

Local leaders are forming public-private partnerships, collaborating with community groups, and cobbling together funding to deliver emergency shelters, permanent supportive housing, and wraparound services. Yet even with new investments and accelerated efforts, homelessness continues to rise. New data from Cal Cities shows that in nearly 70% of cities, people are falling into homelessness faster than cities can house them. Over 90% of cities worry about their ability to provide homelessness services long-term.

Even with a lack of ongoing funding from the state, cities are committed to serving their unhoused residents. Below is a small sample of those efforts, which could be much more impactful when supplemented by permanent state funding.

[Bakersfield](#)

[Bakersfield](#) has invested millions of city, county, and state dollars to support people experiencing homelessness, provide housing, increase staffing, and expand wraparound services. This influx of funding seeded 500 new shelter beds since 2018 and helped the city permanently house more than 330 residents since 2020. The city is also part of a larger, regional response to prevent and reduce homelessness in the community.

[Long Beach](#)

Homelessness is a housing crisis. In Long Beach, city officials permitted so many new homes that the supply boost contributed to a 5% drop in average rent in the city. It also ramped up its homelessness services, investing millions of dollars in outreach, encampment resolution, permanent housing, shelter space, and supportive services. Despite these efforts, homelessness still increased in 2022. Even for a city as large as Long Beach, grant funding is still both limited and competitive.

[San Luis Obispo](#)

Last year, San Luis Obispo adopted its first homelessness strategic plan and hired its first homelessness response manager. It worked closely with the county to provide resources to unhoused people living in high-risk flood and fire zones. It also earmarked encampment resolution funding for temporary washrooms and storage areas, as well as outreach and services coordination, to direct unsheltered people to supportive housing.

[Corona](#)

In 2020, [Corona](#) formed a public-private partnership with county agencies, businesses, nonprofits, and faith-based organizations to deliver a comprehensive set of services for unhoused residents. A statewide nonprofit provides outreach and support services, case management, and a path to permanent housing. Unsheltered homelessness in Corona has [decreased by 60%](#) since then. This led to a joint program with the city of Norco, funded by state, federal, and local city dollars.

[Eureka](#)

[Eureka](#) significantly reduced the number of unhoused residents through Uplift Eureka. The cross-sectional partnership streamlined existing services and focuses on four areas: housing assistance, resume and interview skill development, job training, and outreach. Since 2019, the program raised more than \$3 million in grants — including a \$1 million federal Emergency Solutions Grant — and reduced the number of people experiencing homelessness by roughly 25%.

[Hayward](#)

The number of homeless people in [Hayward](#) fell by 22% from 2019 to 2022, due to its first Housing Navigation Center and a motel conversion project. The center provides outreach services, short-term housing, case management, and housing placement services for unhoused residents. The center is funded through state dollars, the American Rescue Plan Act, and city dollars.

[Modesto](#)

A strong public-private partnership is giving Modesto's most vulnerable youth the tools and services they need to avoid chronic homelessness. Nearly a third of clients at a young navigation center have entered transitional housing, permanent housing, work programs, or rehabilitation facilities. Forty-three percent have accessed an on-site clinician and or participated in clinical groups, further reducing unsheltered homelessness and the strain on police, hospitals, and shelters.

[Norco](#)

For small cities like Norco, a key barrier to reducing homelessness is learning how to deliver services over a larger area with much less money. It joined forces with its larger neighbor, Corona. The cities share the same strategies, supportive services provider, and a staff position that manages both programs. When Cal Cities spotlighted this partnership in 2022, most unhoused Norco residents were sheltered and 26% of program participants had moved into permanent housing.

[Paramount](#)

For cities with few resources, connecting people with existing systems of care is key to reducing homelessness. [Paramount](#) focuses on coordinating services with other agencies and community nonprofits. The city also passed several affordable housing incentives. These efforts have been remarkably successful; the number of unhoused residents declined by 20% from 2022 to 2023.

[Redlands](#)

In 2022, [Redlands](#) received \$30 million in Homekey funding to convert a former motel into housing for chronically homeless people. The Governor and federal homelessness experts lauded the 100-unit project for its unprecedented speed of construction, which Redlands credits to strong public-private partnerships. The city worked closely with a company to remodel the motel and manage the property, and a local nonprofit provides supportive services.

[San Diego](#)

[San Diego](#) used a variety of funding sources to prevent and reduce homelessness. In the last two years, the city received millions in HHAP and Homekey funding. San Diego County also gave \$5 million to three cities, including San Diego, to create more shelters and connect people to services. The results were striking. In six months, San Diego increased its shelter bed capacity and street outreach by 28%. In 2022, it connected over 1,470 people experiencing homelessness to permanent or longer-term housing.

[Victorville](#)

Victorville recently opened the first facility of its kind to operate in the High Desert Region — a low-barrier shelter with medical care, interim housing, and other supportive services. Like many other cities, Victorville saw a sharp increase in homelessness after the pandemic, jumping 33% in just one year. The center is an example of what is possible when cities have access to funding.

Boosting Affordable Housing

How California cities are making real progress

Cities are working hard to spur housing production so that all Californians have a place to call home. They're taking on these difficult and complex tasks while navigating the state's annual barrage of housing bills that, at times, serve as barriers to increasing the state's affordable housing supply. Below are just a few examples of cities leveraging partnerships, community input, and multiple funding sources to boost affordable housing.

[Alameda](#)

Alameda, a city historically resistant to new development, became the first Bay Area city in 2022 to adopt an ambitious, state-certified housing plan. The plan, created with substantial input from residents, businesses, and other stakeholders, calls for the development of 5,300 new homes and apartments. The state commended Alameda for its action to close the housing availability gap.

[Baldwin Park](#)

[Baldwin Park](#) is leveraging local, regional, state, and federal funding to create supportive housing and boost affordable housing. The city has launched two tiny home villages since 2021, including one for individuals and one for families. It used ARPA funding and partnered with Habitat for Humanity to buy homes, repair them, and sell them at below-market value. The city is also partnering with the county and local nonprofits on a 107-unit Homeykey project for unhoused residents.

[Cathedral City](#)

Cathedral City issued a record 2,495 building permits in 2022 alone. The city also partnered with nonprofits and government agencies to create housing options for vulnerable residents: Veterans Village offers 60 units for homeless or at-risk veterans, and Cathedral Palms offers 224 affordable apartment units for seniors with 68 set aside for formerly unhoused residents.

[El Cerrito](#)

El Cerrito is a rare example of a small city with many transportation options. The city is working with Bay Area Rapid Transit to develop two mixed-use developments. The El Cerrito BART station will feature 769 housing units, with nearly half slated as below market income. In 2022, developers finished phase one of a multi-use project — 156 market-rate units — at the Del Norte BART station and will break ground on 69 affordable units in 2024. The projects are part of a site-specific plan which calls for 2,500 residential units.

[Fillmore](#)

Affordable housing is often mired in social stigma. But an award-winning affordable housing project in Fillmore broke the mold in 2022. The 77-unit community provides affordable homes for more than 150 individuals, families, seniors, and formerly unhoused individuals. Developers also recently completed a subdivision of 110 condominiums (7 deed-restricted). An additional 200+ units are in the development pipeline, 50 of which are for low-income residents.

[Huron](#)

Small, rural cities like Huron struggle with high construction costs, few amenities, onerous grant requirements, and a lack of infrastructure. Huron's economy depends on agriculture, meaning its population can rise significantly during harvest: One bad season can put severe downward

economic pressure on the city. Yet federal grants, a “nothing is off the table” philosophy, and cross-sectional partnerships show progress is possible when cities receive consistent funding.

[Gateway cities](#)

Funding affordable housing is particularly challenging for smaller cities that lack the resources and capacity to identify funding opportunities and work with developers. To work around this, many cities have formed housing trusts to secure funding they might not be eligible for or have the resources to pursue. Last year, the Gateway Cities Council of Government formed an affordable housing trust with 17 cities, speeding up their ability to address the region's acute shortage of affordable housing.

[Nevada City](#)

Rural communities must contend with extra challenges when developing housing, including less funding, workforce shortages — and in the case of [Nevada City](#) — wildfire risks, higher insurance costs, and a lack of buildable terrain. Until the opening of Cashin's Field — 51 units for extremely-low, very-low, and low-income families — the last large multifamily housing built in the city was in 2001. The city financed the project by cobbling together public and private funds. With this project, Nevada City exceeded its state-mandated low-income housing requirement.

[Santa Ana](#)

[Santa Ana](#) took an equity-centered approach when it transformed one of its oldest strip malls into an affordable housing community for families earning between 30 and 60% of the area's median income. The city focused on the needs and history of the neighborhood, ensuring that neither businesses nor residents were displaced. The community features an outdoor open space and a revitalized commercial center. The city helped fund the project with \$6 million of its own resources.

[Santa Monica](#)

In 2022, [Santa Monica](#) launched a pilot program prioritizing affordable housing for families displaced by urban renewal policies of the 1950s and '60s. The city-funded program, initially open to 100 displaced, low-income families or their descendants, gives priority access to below-market rent apartments. The city is one of a few nationwide attempting to compensate the more than a million people impacted by racist urban renewal policies. The city is also funding several affordable housing projects.

[Roseville](#)

In the late 1980s, Roseville began expediting the approval process for housing and commercial projects. It grew from 25,000 residents in 1980 to an astounding 155,000 today, in part because of the city's pool of market-rate and affordable housing. Developers have completed 3,958 new affordable rental units, including 1,000 for people with extremely- or very-low incomes. Another 2,400 units are underway, with 50% set aside for people in extremely- and very low-income brackets.

[Ukiah](#)

Ukiah received the state's “prohousing” designation in 2023. It is a remarkable accomplishment for a city once perceived as resistant to development. In 2017, officials created Ukiah's first housing strategy, division, and trust fund. The city also proactively reached out to developers who could build affordable housing and missing middle housing. Ukiah has already completed approximately 70-80% of its housing element programs. In the last housing cycle, it produced triple the number of required units, and its housing trust fund was recognized as a Best Practice Community by the HCD in 2018.

Cal Cities is leading the charge on three bills that would ensure drug and alcohol recovery facilities follow state regulations and provide high-quality treatment. The measures would address longstanding challenges facing many cities by creating more oversight and transparency to protect residents and hold bad actors accountable.

Priority bills

AB 2081 (Davies) Substance abuse: recovery and treatment programs.

CO-SPONSOR/SUPPORT

This measure would require licensed recovery home operators to tell people seeking care that they can check the Department of Health Care Services' website to confirm a facility's compliance with state licensing laws.

AB 2574 (Valencia) Alcoholism or drug abuse recovery or treatment facilities.

SPONSOR/SUPPORT

This measure would expand reporting requirements for licensed recovery home operators to enhance the Department of Health Care Services' oversight of sober living homes that are operating as an integral part of a licensed drug treatment facility located elsewhere.

SB 913 (Umberg) Substance use disorder treatment: facilities.

SPONSOR/SUPPORT

This measure would augment state licensing efforts by requiring the Department of Health Care Services to adopt a process that allows cities to request approval to conduct site visits and enforce compliance with existing state licensing laws.

Why these bills matter to cities

- Recovery housing can play a key role in supporting vulnerable residents and creating safer communities. However, the state must also address the need for more oversight, accountability, and transparency.
- Drug and alcohol recovery facilities are loosely regulated in California. Cities and lawmakers have voiced concerns about the overconcentration of recovery homes in certain areas of the state, as well as the misuse of residential homes by profit-driven treatment centers. Compliance with state licensing laws is essential to safeguarding every person's well-being and care, both inside and outside recovery homes.
- For too long, the Legislature and the Governor have failed to pass meaningful recovery housing legislation. Cal Cities has a long history of advocating for legislation that creates comprehensive reform. Yet we continue to see little to no action by lawmakers to move legislation that protects residents and holds bad actors accountable.
- Cal Cities' sponsored measures would address recovery housing concerns while upholding the purpose and integrity of neighborhood care programs. These measures help ensure treatment facilities meet standards for patient care, which is central to effective treatment outcomes and community well-being.

Climate Change Resiliency and Disaster Preparedness

2024 Cal Cities Advocacy Priority

Strengthen climate change resiliency and disaster preparedness.

The impacts of climate change on our state are undeniable. California communities are experiencing a pendulum of climate extremes — from megadroughts to torrential flooding to extreme heat and catastrophic wildfires. City leaders are simultaneously preparing their communities for the long-term effects of climate change and rapidly responding when disaster strikes. The Legislature must accelerate efforts with cities to prepare, reduce, and adapt to the ever-changing climate risks — especially in vulnerable and under-resourced communities.

Legislative priorities for cities

AB 2330 (Holden) Endangered species: wildfire preparedness activities SPONSOR/SUPPORT

This measure would develop a voluntary, streamlined process for local agencies to submit wildfire preparedness programs to the California Department of Fish and Wildlife (CDFW) and seek approval to avoid, minimize, and mitigate the take of an endangered, threatened, or candidate species, incidental to conducting vegetative management activities in fire hazard severity zones located near urban areas across the state.

SB 1461 (Allen) State of emergency and local emergency: landslide SUPPORT

This measure would include landslides in state law for conditions that constitute a state of emergency by the state or local governments.

SB 972 (Min) Methane emissions: organic waste: landfills SPONSOR/SUPPORT

This bill would require CalRecycle to build upon local technical assistance efforts to support local governments in removing organic waste from landfills. The measure would require CalRecycle to issue two reports to the Legislature in 2028 and 2031 on the progress of organic waste diversion and methane emission reduction and improve alignment with the state's other climate goals.

AB 1567 (Garcia) and SB 867 (Allen) Climate Bonds SUPPORT IF AMENDED

This measure would enact a comprehensive climate bond, which, if approved by the voters in November 2024, would authorize a \$15.995 billion (Garcia) or \$15.5 billion (Allen) bond to finance capital infrastructure projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and clean energy programs. Cal Cities would like to see additional funding for organic waste diversion, water conservation, and public fleets for cities.

Why these priorities matter to cities

- Cities are proactively responding to the climate crisis, including planning and preparing for the shift in our climate and proactively addressing impacts when disaster strikes. Aligning climate programs and providing more tools and pathways to prepare for and address our changing climate and disasters will support cities in climate resiliency efforts.
- In the face of a looming economic recession, now is not the time to cut back or delay much-needed long-term climate resiliency funding. The state must take action on a climate bond this year to encourage long-term climate investments for the future.

2024 Cal Cities Advocacy Priority

Safeguard local revenues and bolster local economic development.

California cities provide essential services residents depend upon every day, but cities can only maintain the delivery of these services if they have the fiscal resources to do so. New Cal Cities data reports that one in three cities anticipate having a local budget deficit in the upcoming year. Local governments and state lawmakers must work together to protect the economic tools cities need to remain fiscally sustainable and able to deliver vital local services.

Legislative priorities for cities

SB 1164 (Newman) Property taxation: new construction exclusion: dwelling units. OPPOSE

This measure would negatively impact local government property tax revenue by exempting newly constructed accessory dwelling units (ADU) from property tax assessment for 15 years if certain conditions are met.

SB 1494 (Glazer) Local agencies: sales and use tax: retailers. OPPOSE

This measure would, as of January 1, 2024, prohibit a city from entering a sales tax rebate agreement with a retailer. The measure would also make all existing agreements void and unenforceable, as of January 1, 2030.

The so called "Taxpayer Protection and Government Accountability Act." OPPOSE

This far-reaching measure puts at risk billions of dollars currently dedicated to critical state and local services.

Why these priorities matter to cities

- Legislation that deprives local governments of essential revenues, such as property tax, harms our communities. California cities and lawmakers should work together to strengthen local revenue streams, not diminish them.
- Cities are responsible for providing critical services to their communities. Lawmakers must partner with local governments to ensure cities can access a suite of economic tools that strengthen fiscal sustainability and protect local budgets.
- The so-called "Taxpayer Protection and Governmental Accountability Act" would undermine voter rights, transparency, and accountability. The measure attempts to retroactively cancel revenue measures already approved by voters, potentially resulting in cuts to fire and emergency response, law enforcement, parks, libraries, affordable housing, and services to support homeless residents.

Please Join Cal Cities:



RIVERSIDE COUNTY DIVISION MEETING

HEAR UPDATES FROM:

- City of Indian Wells Mayor, **Greg Sanders**
- Coachella Valley Association of Govts. Executive Director **Tom Kirk**
- Riverside County Chief Executive Officer **Jeff Van Wagenen**
- Riverside County Supervisor, **Manny Perez**



MAY 9 2024

5:30pm-7:00pm

**Indian Wells Golf Resort
Celebrity Ball Room
44-500 Indian Wells Ln, Indian Wells, CA 92210**

Ticket Price

\$65

REGISTER HERE



flock safety

ITEM 10b

**Coachella Valley Association of Governments
Executive Committee
April 29, 2024**



STAFF REPORT

Subject: Recap of CVAG's Legislative Advocacy Efforts

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

Recommendation: Information

Background: Though its engagement with the Politico Group, CVAG staff has been actively engaged in monitoring legislative activities in Sacramento to advocate on key issues of interest to CVAG and its members Agencies. As such, CVAG staff and the Politico Group have continued advocated work related to the state budget, which was reported in the month of February. In the month of March, the State continued its efforts to address its budget woes, as well as move legislation forward to meet key legislative deadlines.

Budget Update

On March 14, the Senate Budget and Fiscal Review Subcommittee No. 4 on General Government had its first hearing on the \$300 million proposed reversion from the Regional Early Action Planning (REAP 2.0) Program of 2021 included in the Governor's January budget. In coordination with the Politico Group, and based on direction from the Homelessness and Executive Committees, CVAG staff sent a letter responding to the Governor's January Budget proposal to cut the REAP 2.0 program by \$300 million and communicate the specific impacts that proposal would have on the Coachella Valley to its legislative delegation. As reported in a previous staff report, the Coachella Valley was awarded \$19.4 million for various projects under REAP 2.0. Because of the looming budget deficit, the State is anticipating providing only 50% of the full awards.

To help protect full funding for Coachella Valley REAP funded projects, the Politico Group testified in Senate Budget Subcommittee No. 4 on behalf of CVAG and the region. This action reinforced the testimony of the California Association of Councils of Governments (CalCOG) and urged the Subcommittee to reject the Governor's January Budget REAP 2.0 proposal. Committee members expressed concerns with the impacts of this proposed funding reduction, while also recognizing the difficult fiscal position the state currently faces. Subcommittee Chair Steve Padilla, who represents the Coachella Valley, highlighted the significant work that was underway despite the specific definitions of encumbrances that may have guided the Administration's proposed reductions. These funds are currently available to regional and local projects that accelerate infill housing and reduce vehicle miles travelled. The Subcommittee did not act on the proposed REAP 2.0 reversion or other proposed housing cuts. On April 9, the Assembly Budget Subcommittee No. 5 on General Government also placed REAP 2.0 on their agenda and other housing-related budget items.

Gov. Gavin Newsom and Senate and Assembly leadership continue to engage on negotiations related to the state budget to address the over \$68 billion budget shortfall. As part of the ongoing discussions and negotiations, on March 22, Gov. Newsom and legislative leaders agreed to address the state's significant budget deficit by tackling about \$17 billion in budget solutions in early April (see attachment). The Senate had previously announced its "[Shrink the Shortfall](#)" budget plan, which only signals a plan to act as opposed to an agreement on specific budget proposals. While the Governor signaled his support for the Senate proposal, the Assembly leadership wanted time to develop their own proposal. Legislative leaders suggested that they would finalize the package this month. The Governor's May Revision to the 2024-25 budget, which will include revised revenue estimates and potentially additional cuts, is anticipated on May 15.

Legislation

CVAG staff and Politico Group also continue to monitor legislation that may impact the operations of CVAG and its member agencies, particularly legislation that attempts to usurp local control over transportation funding by conditioning use of funds to environmental related goals. CVAG staff submitted a letter in opposition to AB 2535 by Assemblymember Bonta. AB 2535 is a continued effort to restrict use of transportation funds for capacity enhancement projects, which would set a new precedent under the California Environmental Quality Act for projects funded under the Trade Corridor Enhancement Program. This bill would also set a new minimum funding level for zero-emission vehicle (ZEV) infrastructure projects and elevate low scoring ZEV project over higher-scoring non-ZEV projects for funding in the TCEP. If passed, this bill may lead to impacts in other key funding sources for CVAG and its member agencies.

Additionally, staff and the politico have worked to support AB 2261 by Assemblymember Garcia, which clarifies that a federally recognized Native American tribe is eligible for federal funding for a transportation project. This bill is sponsored by the Twenty-Nine Palms Band of Mission Indians and, if approved, would facilitate funding for the Dillon Road Bridge in the City of Coachella. The bill was passed out of the Assembly Committee on Transportation and is set to be heard in Assembly Appropriations on April 24, 2024.

April 26 is the last day for policy committees to hear and report to fiscal committees fiscal bills introduced in their house. Politico Group, in coordination with CVAG, has been monitoring legislation pertinent to CVAG that meets the April 26 deadline, as this date will help provide a clearer picture of which bills are viable to move forward this legislative year.

Fiscal Analysis: There is no cost to this information item. Legislative advocacy efforts are covered under existing staff time and CVAG's lobbying contract, which is the subject of a separate staff report.

Attachment: Overview of Early Action Agreement for the State's Budget

EARLY ACTION AGREEMENT OVERVIEW

April 4, 2024

There is agreement between the Governor and the Legislature on an Early Action budget package that will reduce the budget shortfall by approximately \$17.3 billion. High-level details of this Early Action agreement are outlined below.

The Early Action agreement includes \$17.3 billion in a mix of solutions, which are primarily a subset of Governor's Budget solutions:

Category	Amount
Reductions	\$3.6 billion
Revenue/Borrowing	\$5.2 billion
Delays	\$3.1 billion
Fund Shifts	\$3.4 billion
Deferrals	\$2.1 billion

Note: totals off due to rounding

The Early Action agreement includes, by category:

Reductions – \$3.6 billion – Significant Issues Include:

- Salary Savings Sweep from Vacant Positions - \$762.5 million.
- Withdraw Elimination of Two-week Fee-For-Service Checkwrite Hold - \$532.5 million.
- School Facility Aid Program - \$500 million.
- CalWORKs Single Allocation Partial Reversion - \$336.6 million.
- UCLA Institute of Immunology and Immunotherapy Project - \$300 million.
- Watershed Climate Resilience - \$206.5 million.
- Broadband - Loan Loss Reserve - \$150 million.
- Climate Innovation Program - \$100 million.
- Foreclosure Intervention Housing Preservation Program - \$85 million.

Delays – \$3.1 billion – Significant Issues Include:

- Formula Transit and Intercity Rail Capital Program - \$1 billion.
- Preschool, TK and Full-Day Kindergarten Facilities Grant Program - \$550 million.
- Behavioral Health Bridge Housing - \$235 million.
- CA Jobs First - \$183.3 million.
- Vulnerable Community Toxic Clean-Up - \$175 million.
- Behavioral Health Continuum Infrastructure Program - \$140.4 million.
- Diablo Canyon Land Conservation and Economic Development - \$110 million.
- Broadband Last Mile - \$100 million.

- Ports and Freight Infrastructure - \$100 million.
- Clean Energy Reliable Investment Plan - \$100 million.
- Oroville Pump Storage - \$90 million.
- Health and Human Services Innovator - \$74 million.

Revenue/Borrowing – \$5.2 billion – Significant Issues Include:

- Managed Care Organization Tax - \$3.8 billion.
- AIDS Drug Assistance Program Rebate Fund Loan - \$500 million (with commitment to enhance program in the future).
- Balance is primarily other special fund loans.

Fund Shifts – \$3.4 billion – Significant Issues Include:

- Greenhouse Gas Reduction Fund - \$1.8 billion.
- Retirement Contribution Reductions Using Prop 2 - \$1.3 billion.
- Medi-Cal Drug Rebate Special Fund Reserve - \$162.7 million.
- Employment Training Fund for UI Interest Payment - \$100 million.

Deferrals – \$2.1 billion Total – Significant Issues Include:

- Statewide Payroll Deferral - \$1.6 billion.
- UC and CSU Deferrals - \$499.1 million.

Finally, the agreement includes budget language authorizing the Administration to freeze additional one-time funding that was included in the 2021, 2022, or 2023 Budget Acts.