



AGENDA FOR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND HOMELESSNESS COMMITTEE

**MONDAY, DECEMBER 1, 2025
4:00 p.m.**

**Coachella Valley Water District
Steve Robbins Administration Building Training Room
75515 Hovley Lane East
Palm Desert, CA 92260**

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

<https://us02web.zoom.us/j/89953510275?pwd=Rwaww5lZAe1myDOgr4lUaAT6cQgXQH.1>

**Dial In: + 1 669 900 9128
Webinar ID: 899 5351 0275
Password: 749184**

Public Comment is encouraged to be emailed to the Executive and Homelessness Committee prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Members of the public joining the meeting by Zoom can also provide comment by using the “raise hand” feature of hitting *9 on the phone keypad.

As a convenience to the public, CVAG provides a call-in and internet-based option for members of the public to virtually observe and provide public comments at its meetings. Please note that, in the event of a technical issue disrupting the call-in or internet-based options, the meeting will continue unless otherwise required by law.

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

1. **CALL TO ORDER OF THE EXECUTIVE COMMITTEE** – Chair V. Manuel Perez, Supervisor, County of Riverside

2. **ROLL CALL OF EXECUTIVE COMMITTEE**

- A. **Member Roster**

P7

3. **CALL TO ORDER OF THE HOMELESSNESS COMMITTEE** – Chair Waymond Fermon, Councilmember, City of Indio

4. **ROLL CALL OF HOMELESSNESS COMMITTEE**

- A. **Member Roster**

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5. **PLEDGE OF ALLEGIANCE**

- A. **Moment of Silence for Cathedral City Councilmember Mark Carnevale**

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

7. **PUBLIC COMMENTS ON JOINT COMMITTEE AGENDA AND NON-AGENDA ITEMS**

This is the first of two opportunities for public comment. Any person wishing to address the Executive and Homelessness Committees on agenda and non-agenda items may do so at this time. At the discretion of the Chair, comments may be taken at the time items are presented. Please limit comments to three (3) minutes.

8. **EXECUTIVE COMMITTEE CHAIR / HOMELESSNESS COMMITTEE CHAIR ANNOUNCEMENTS**

9. **EXECUTIVE DIRECTOR ANNOUNCEMENTS**

10. JOINT CONSENT CALENDAR

- A. Authorize the Executive Director to execute Amendment No. 3 to the Memorandum of Understanding with Beacon Associates for behavioral health referrals, authorizing a not-to-exceed amount of \$90,000 through December 1, 2027** **P9**
- B. Receive and file the quarterly report for the CV Housing First program, representing clients served in the third quarter of 2025** **P12**
- C. Authorize the Executive Director to reset the CV Housing First's CV 200 prospective client list as compiled in partnership with law enforcement and local healthcare partners** **P15**

10.1 ITEM(S) HELD OVER FROM JOINT CONSENT CALENDAR

11. ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) & (3): One (1) potential case

12. ADJOURNMENT OF HOMELESSNESS COMMITTEE MEETING

13. CONSENT CALENDAR FOR EXECUTIVE COMMITTEE

- A. Approve the minutes of the September 30, 2025, meeting** **P17**
- B. Approve the minutes of the October 27, 2025, Special Meeting** **P25**
- C. Authorize the Executive Director to 1.) increase the cost of implementation support services from Oracle by \$7,709 and add employee center licenses necessary for payment of meeting attendance stipends to elected officials; and 2.) authorize the number of end user and employee center licenses be modified annually based on allocated positions and number of committee members so long as costs remain with CVAG's approved operating budget each fiscal year** **P27**
- D. Adopt Policy No. 25-02 to establish a Claims Policy** **P33**
- E. Authorize the Executive Director to approve replacement material purchases** **P43**

for CV Link through June 30, 2030 at an amount not to exceed \$400,000 from Landscape Forms, Inc. and an amount not to exceed \$300,000 from Urban Solar Corporation

- F. Approve Amendment No. 1 to the Operational Activities, Maintenance, and License Agreement for CV Link between the Coachella Valley Water District and CVAG P49
- G. Adopt CVAG Resolution 2025-002 to authorize the Executive Director to take the necessary steps to accept \$619,710 from the Caltrans Sustainable Transportation Planning Grant Program for the Coachella Valley Multimodal Corridor Plan, including executing the required agreements with the State of California P81
- H. Approve Amendment No. 7 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, 2026 P84
- I. Adopt minor technical amendments to CVAG's Federal and State Legislative Platform P91
- J. Authorize the Executive Director to: P106
 - 1. Execute Amendment No. 1 to the services contract with Sweeping Corporation of America for regional street sweeping services, adding an additional \$279,311 a year and extending through December 31, 2027;
 - 2. Take the necessary steps to secure additional funding for the program, including funding from South Coast Air Quality Management District and the County of Riverside
 - 3. Execute Amendment No. 7 to the AB 2766 Vehicle Registration Revenue Memorandum of Understanding with each jurisdiction, increasing the funding contribution from 75 to 100 percent and extending the term through June 30, 2028
- K. Receive and file the San Bernardino-Ontario-Riverside Metropolitan Statistical Area's Comprehensive Climate Action Plan P111
- L. Authorize the Energy & Sustainability Committee Chair, Vice Chair, and CVAG's Executive Director to approve the 2028 I-REN application and business plan to continue existing programs and continue the advocacy for expansion of programs that benefit residential homes as well as small and medium commercial buildings P113
- M. Adopt Resolution 2005-03 and approve the updated start time for the CVAG Executive Committee's regular meetings P115

13.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

14. DISCUSSION/ ACTION BY THE EXECUTIVE COMMITTEE

- A. Amending the Reimbursement Agreement for Jefferson Street Widening (Avenue 38 to Sun City Boulevard) – Julie Mignogna**

P118

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement with the City of Indio for the Jefferson Street Widening Project (Avenue 38 - Sun City Boulevard), increasing the regional funding share by \$1,953,750 and extending the time trigger to December 31, 2027 to allow for completion of the Plans, Specifications and Engineer's Estimate (PS&E)

- B. Reimbursement Agreement Amendment for the Avenue 50 Widening (Jefferson Street to Jackson Street) Project –Julie Mignogna**

P125

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement with the City of Indio for the Avenue 50 Widening Project (Jefferson Street to Jackson Street), adding an additional \$1,936,815 in regional funding and extending the time trigger to December 31, 2027 to allow for completion of the Plans, Specifications and Engineer's Estimate (PS&E)

- C. CV Link Project Close Out – Jonathan Hoy**

P132

Recommendation: Authorize the Executive Director to accept and file necessary project close out documents, including Notices of Completion, for CV Link

15. INFORMATION

- a) Executive Committee Attendance

P134

- b) Regional Transportation Project Status Report

P135

- c) Coordination of Clean Energy Programs for Residential, Commercial and Industrial Sectors

P137

- d) Native Planting Palette Resources for the Coachella Valley

P139

- e) Local Government Waste Tire Amnesty Grant - TA7 Annual Report

P242

16. LEGISLATIVE ITEMS –

- a) Update from the League of California Cities – Jesse Ramirez, Regional Affairs Manager, Riverside County Division

- b) Recap of CVAG's Legislative Advocacy Efforts – Emmanuel Martinez

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17. **ANNOUNCEMENTS**

The next meeting of the **Homelessness Committee** will be held on Wednesday, January 21, 2026, at 10 a.m. at Coachella Valley Behavioral Health, 81555 JFK Court, Indio, 92201.

The next meeting of the **Executive Committee** will be held on Monday, January 26, 2026, at 4 p.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

18. **ADJOURNMENT**

ITEM 2A**Executive Committee
Fiscal Year 2025-26 Roster**

Jurisdiction	Members
City of Rancho Mirage, Past Chair	Lynn Mallotto Mayor
City of Desert Hot Springs	Scott Matas Mayor
City of Coachella	Steven Hernandez Mayor
City of Palm Springs	Ron deHarte Mayor
City of Indio	Glenn Miller Mayor
Twenty-Nine Palms Band of Mission Indians	Darrell Mike Tribal Chair
Torres Martinez Desert Cahuilla Indians	Joseph Mirelez Tribal Chair
Cabazon Band of Cahuilla Indians	Brenda Soulliere Tribal Councilmember
Agua Caliente Band of Cahuilla Indians	Reid Milanovich Chairman
City of Indian Wells	Bruce Whitman Mayor
City of Cathedral City	Nancy Ross Mayor
City of Palm Desert	Jan Harnik Mayor
City of La Quinta	Linda Evans Mayor
City of Blythe, Vice Chair	Joseph DeConinck Mayor
County of Riverside, 4th District Chair	Jose Medina , 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

ITEM 4A

Homelessness Committee

Fiscal Year 2025-26 Roster



VOTING MEMBERS	
City of Blythe	Vice Mayor Johnny Rodriguez
City of Cathedral City	Mayor Pro Tem Raymond Gregory
City of Coachella	Councilmember Yadira Perez
Desert Healthcare District	Director Carole Rogers, RN
City of Desert Hot Springs	Councilmember Jan Pye
City of Indian Wells	Councilmember Toper Taylor
City of Indio	Councilmember Waymond Fermon – <u>Chair</u>
City of La Quinta	Councilmember John Peña
City of Palm Desert	Councilmember Joe Pradetto
City of Palm Springs	Mayor Ron deHarte
City of Rancho Mirage	Mayor Pro Tem Michael O'Keefe
Riverside County – District 4	Supervisor V. Manuel Perez
Torres Martinez Desert Cahuilla Indians	Tribal Chair Joseph Mirelez – <u>Vice Chair</u>
Ex-Officio / Non-Voting Members	
Pedro S.G. Rodriguez, Executive Director, Coachella Valley Housing Coalition	
Amanda Galindo, Executive Director, Coachella Valley Rescue Mission	
Vacant, Executive Director, Home Aid Inland Empire	
Samuel Hollenbeck, Chief Executive Officer, Martha's Village and Kitchen	
Vacant, The Salvation Army	
Angelina Coe, Executive Director, Shelter from the Storm	

CVAG Staff
Tom Kirk, Executive Director
Erica Felci, Deputy Executive Director
Candice Graff, Management Analyst

ITEM 10A

**Coachella Valley Association of Governments
Joint Meeting of the Executive and
Homelessness Committees
December 1, 2025**



STAFF REPORT

Subject: CV Housing First's Behavioral Health Partnerships

Contact: Candice Graff, Management Analyst II (cgraff@cvag.org)

Recommendation: Authorize the Executive Director to execute Amendment No. 3 to the Memorandum of Understanding with Beacon Associates for behavioral health referrals, authorizing a not-to-exceed amount of \$90,000 through December 1, 2027

Background: One of the priority areas identified by the CV Housing First team has been securing behavioral health partnerships that improve services to the program's CV 200 clients. Obtaining behavioral health assessments are a critical step to identifying the best housing solution for the client.

In March 2022, under the approved signing authority, the Executive Director authorized a Memorandum of Understanding with Dr. Diane Vines from Beacon Associates. Dr. Diane Vines is well known among service providers, as she is heavily involved in street outreach medicine through California State University, San Bernardino (CSUSB) and other organizations. Under the terms of the agreement, Dr. Vines has been working closely with CV Housing First staff to coordinate behavioral health services for people experiencing homelessness. The agreement was approved for a no-cost extension in 2023, and the Executive Committee authorized continuation of the partnership when it authorized Amendment No. 2 in February 2024.

Prior to the arrangement with Beacon, CVAG staff saw longer delays in helping identifying housing and services for clients. Under the MOU, CVAG staff performs initial intakes and pre-screen clients to determine their individual needs. From there, clients are referred to Dr. Vines for analysis, and to determine if the client is eligible for Permanent Supportive Housing (PSH) or other housing program that requires a showing of a disability as defined by Housing and Urban Development (HUD).

Dr. Vines also assists CVAG staff with referring clients to behavioral health services (RUHS Behavioral Health, Recovery Innovations, Adult Behavioral Health) as determined by their behavioral health assessment and desire to participate in ongoing services and follow up care. Dr. Vines also provides letters for emotional support animals, which is needed documentation for entering permanent housing.

The agreement with Dr. Vines has streamlined CV 200 clients' access to needed services, whereas many programs experience a significant backlog and wait time.

During the current term of the MOU, CVAG has experienced growth in referrals and eligible clients resulting in increased Behavioral Health Assessments and referrals to Behavioral Health services with Riverside University Health System. Staff is now recommending Amendment No. 3 with Beacon Associates to provide funds to cover additional services and provide continued behavioral health referral services through December 1, 2027.

Fiscal Analysis: Amendment No. 3 to the MOU with Beacon will provide an additional \$90,000 in services through December 1, 2027, or about \$45,000 a year. The amounts are reimbursed on an hourly rate based on the services provided. Under the terms of this amendment, Dr. Vines' hourly rate will remain unchanged at \$175 per hour.

The original contract with Beacon was for \$25,000. Amendment No. 2, approved in February 2024, authorized up to \$40,000 in work, of which there is about \$2,000 remaining as of September 30, 2025.

Funding for this agreement is covered under the CV Housing First budget. By investing in direct access to behavioral health services, CVAG can eliminate wait times for its clients and get them into permanent housing solutions faster.

Attachment: Amendment No. 3 with Beacon Associates

AMENDMENT NUMBER THREE
to the
MEMORANDUM OF UNDERSTANDING
With
Beacon Associates
for the
Behavioral Health Assessment Referrals

This **AMENDMENT NUMBER THREE** is made and entered into this **1st day of December 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Beacon Associates (Provider)**, 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 March 5, 2022 for Behavioral Health Assessment Referrals.

1. This Amendment Number Three extends the term of the agreement to December 1, 2027.
2. This Amendment Number Three maintains the hourly rate of \$175.
3. The total amount payable under this agreement shall not exceed \$155,000.

Original Agreement	March 5, 2022	\$25,000
Amendment Number One	January 24, 2023	No cost
Amendment Number Two	February 26, 2024	\$40,000
Amendment Number Three	December 1, 2025	<u>\$90,000</u>

Total Agreement Not-to-Exceed **\$155,000**

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

Beacon Associates

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Diane Vines, Counselor

ITEM 10B

**Coachella Valley Association of Governments
Joint Meeting of the Executive and
Homelessness Committees
December 1, 2025**



STAFF REPORT

Subject: CV Housing First's Quarterly Report for Third Quarter of 2025

Contact: Candice Graff, Management Analyst II (cgraff@cvag.org)

Recommendation: Receive and file the quarterly report for the CV Housing First program, representing clients served in the third quarter of 2025

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

CVAG staff has committed to adjusting CV Housing First programming based on the data and based on available funding. Updates on the program's metrics are provided quarterly. The CV Housing First team uses two primary methods to get clients to housing solutions: rapid resolution and crisis stabilization units, which are residential units, apartments and hotel rooms that CVAG rents to case manage CV Housing First clients.

CV Housing First Clients – By the Numbers January 1 through September 30, 2025

CV 200 as of 09/30/2025	Q1	Q2	Q3	Q4	TOTAL
Clients housed in Crisis Stabilization Units (CSH)	38	37	43		118
Clients being helped through Rapid Resolution (RR)	0	0	0		0
Clients returned to the street (failures)	19	18	15		52
Clients moved into permanent housing from CSH (successes)	8	3	8		19

Clients moved into permanent housing through RR (successes)	0	0	0		0
Clients moved into permanent housing through Outreach (successes)*	5	4	7		16
TOTAL HOUSED FROM LIST OF 200	13	7	15		35

NON CV 200 Clients	Q1	Q2	Q3	Q4	TOTAL
Households Housed in CSH Units	4	3	1		8
Households being helped through RR	0	0	0		0

Households returned to the street (failures)	3	2	0		5
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Households moved into permanent housing from CSH (successes)	1	1	0		2
Households moved into permanent housing from RR (successes) *	0	0	0		0
TOTAL HOUSEHOLDS HOUSED	1	1	0		2
TOTAL INDIVIDUALS HOUSED	1	1	0		2

Year	2021	2022	2023	2024
Total Clients Housed	72	54	58	50
Clients Still Housed	18	29	44	44
Clients No Longer Housed	17	10	10	4

The data is divided by CV 200 clients – the by-name list of chronically homeless individuals that CVAG maintains in partnership with law enforcement and code enforcement – and non-CV 200 clients. At the end of the third quarter, nine clients were pending housing opportunities at new projects whose opening dates had been pushed back due to construction delays. CVAG anticipates that these clients will be among those housed in the final quarter of the calendar year as these projects open and clients continue to get additional referrals for permanent housing opportunities.

Some additional notes about the data provided in the chart:

The total number of clients housed or returning to the streets is equal to or less than the total helped each quarter, as the grand total includes clients who may remain in their units at the end of the quarter. CVAG continues to refine its data metrics in order to be transparent about how many and how quickly individuals are housed. Numbers have been provided for the number of clients that were housed by year and how many clients remain in housing. Some clients are unaccounted for since we are unable to communicate with them to determine if they still remain in housing or not and others have passed away. CVAG also tracks clients who are being permanently housed by the CV Housing First program via outreach efforts, and not case management based in the crisis stabilization units.

CVAG staff also tracks how long individuals are staying in the program before being housed or returning to the street. The goal is to exit clients within 90 days to permanent housing solutions. Over the past four years, it is not uncommon for the length of stay to exceed 100 days. For the third quarter, the CV 200 clients who successfully exited the program into permanent housing stayed in a crisis stabilization unit on average for 71 days. Those CV 200 clients who exited the program unsuccessfully stayed on average 52 days.

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

ITEM 10C

**Coachella Valley Association of Governments
Joint Meeting of the Executive and
Homelessness Committees
December 1, 2025**



STAFF REPORT

Subject: CV Housing First Programming for 2026

Contact: Erica Felci, Deputy Executive Director (efelci@cvag.org)

Recommendation: Authorize the Executive Director to reset the CV Housing First's CV 200 prospective client list as compiled in partnership with law enforcement and local healthcare partners

Background: CVAG has been operating the CV Housing First program since 2021. The program is designed to focus on the CV 200, a by-name list of chronically homeless individuals residing in desert cities that have frequent contacts with law enforcement and who are likely to be shelter resistant or who have already fallen out of housing. The list was developed in partnership with CVAG's member jurisdictions.

About 270 chronically homeless individuals have been permanently housed since CVAG launched its in-house program. Over the years, staff has reaffirmed the steps being taken by the Executive Director to confirm the approach with CVAG's committees. This included additional authorization to refresh the client list on a calendar year basis in partnership with law enforcement and local healthcare partners. To reset the list, CVAG staff and its partners meet, review each jurisdiction's names, remove individuals who have been helped and identify the highest utilizers of public resources — those who frequently interact with public safety and police, loiter in front of local businesses, and often use local emergency rooms for healthcare.

In 2026, staff is anticipating the CV 200 list will not include the City of Desert Hot Springs. Desert Hot Springs had participated in the early years of the CV Housing First program. In October 2023, the City opened the doors to a city-owned homeless facility called The HUB, which stands for "hope, unity, build." Services at The HUB have evolved since its launch, and the City also contracted with the Social Work Action Group (SWAG) to provide outreach in the City. Based on budget considerations, the City previously notified CVAG staff that it would not participate in the program for Fiscal Year 2024-25.

After a one-year absence from the program, Desert Hot Springs leadership in early 2025 approached CVAG staff about renewing the CV Housing First program in Desert Hot Springs. City staff has included funding for CVAG's program in the City's early budget and as part of a strategic plan. Anticipating the City's direction to engage with CV Housing First, Homelessness and Executive Committees earlier this year authorized the Executive Director to reestablish CV Housing First services in the City of Desert Hot Springs and increase the CV 200 list to CV 225.

On November 4, Desert Hot Springs Council met to review staff's recommendations for the preferred model for providing services to homeless in the City. The staff report made it clear that

the City would support SWAG or CV Housing First, but would not support both programs. City Council opted to support SWAG.

Staff is now recommending the CV 200 list be reset for 2026, and not include the City of Desert Hot Springs.

Fiscal Analysis: Costs related to updating the CV 200 client list are covered under the program's staff time.

There is a budgetary impact with the City of Desert Hot Springs' decision. The CV Housing First program, including the staffing and program operations, is funded by contributions from member jurisdictions and grants. CVAG's cities are each asked to contribute \$125,000 a year for the operations in Fiscal Year 2025-26. Riverside County's contribution, which is secured through June 2026, provides \$359,711 annually. Based on Desert Hot Springs' draft budget and strategic plan, CVAG staff had incorporated the City's contribution in its own Fiscal Year 2025-26 Budget.

The program is operating at a deficit. For this fiscal year, even before the City's decision, staff was anticipating using \$245,587 from reserves to help cover the \$1.89 million operation.

ITEM 13A

EXECUTIVE COMMITTEE MINUTES OF MEETING SEPTEMBER 29, 2025



1. CALL TO ORDER

The Executive Committee meeting was held at the Coachella Valley Water District Steve Robbins Administration Building Training Room, 75515 Hovely Lane East, in the City of Palm Desert. The meeting was called to order by Vice Chair Joey DeConinck, Mayor of the City of Blythe, at 4:31 p.m., who joined the meeting via the teleconferencing that was available from Blythe City Hall in Blythe, California.

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 Ted Weill, *Past Chair*
Mayor Nancy Ross*
Mayor Scott Matas, *Past Chair*
Mayor Ron deHarte
Mayor Glenn Miller
Mayor Bruce Whitman
Mayor Jan Harnik
Mayor Linda Evans
Mayor Joseph DeConinck, *Vice Chair*

AGENCY

City of Rancho Mirage
City of Cathedral City
City of Desert Hot Springs
City of Palm Springs
City of Indio
City of Indian Wells
City of Palm Desert
City of La Quinta
City of Blythe

* Arrived at the start of item 8A

MEMBERS NOT PRESENT

Mayor Steven Hernandez
Tribal Councilmember Brenda Soulliere
Tribal Chair Joseph Mirelez
Tribal Chair Darrell Mike
Tribal Chair Reid Milanovich
Supervisor Jose Medina
Supervisor Karen Spiegel
Supervisor Chuck Washington
Supervisor V. Manuel Perez, *Chair*
Supervisor Yxstian Gutierrez

AGENCY

City of Coachella
Cabazon Band of Cahuilla Indians
Torres Martinez Desert Cahuilla Indians
Twenty-Nine Palms Band of Mission Indians
Agua Caliente Band of Cahuilla Indians
County of Riverside 1st District
County of Riverside 2nd District
County of Riverside 3rd District
County of Riverside 4th District
County of Riverside 5th District

3. PLEDGE OF ALLEGIANCE

Executive Director Tom Kirk 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

Mr. Kirk reported that Chair Perez extended his regrets for being unable to attend the meeting due to jury duty obligations. He expressed appreciation to Coachella Valley Water District for their hospitality in providing a meeting space for CVAG's committee meetings. Mr. Kirk also outlined logistics for the new location, and suggested beginning future Executive Committee meetings at 4:00 p.m. to accommodate the building's gate times.

Mr. Kirk provided an update on a \$600,000 grant CVAG has secured from the Caltrans Sustainable Transportation Planning Grant Program (STPG) to prepare the Coachella Valley Multimodal Corridor Plan.

As it pertains to CV Link, Mr. Kirk noted that staff have been meeting with City Managers and Police Chiefs along each section of the project to discuss strategies for ensuring public safety along the pathway. He further announced that six grand opening ceremonies for CV Link are scheduled to take place in November. Lastly, Mr. Kirk shared that CV Link has received the *Innovative Award* from the American Public Works Association, Coachella Valley Branch.

City of Palm Desert Mayor Jan Harnik announced California Association of Councils of Governments (CALCOG) will be in Palm Desert on November 6-7 for their annual conference and will be discussing their legislative priorities. A survey will be distributed for this.

7. CONSENT CALENDAR

IT WAS MOVED BY MAYOR MILLER AND SECONDED BY MAYOR MATAS TO APPROVE THE CONSENT CALENDAR:

- A. Approve the minutes of the June 30, 2025, Executive Committee Meeting**
- B. Ratify the execution and filing of a Notice of Completion for the CV Link Community Connector project in the City of Coachella**
- C. Authorize the Executive Director to execute Amendment No. 2 with Magaña Consulting Services LLC. for work related to CV Link and other transportation projects, extending the contract through December 2028 with an optional two additional years, at a total not-to-exceed annual amount of \$173,000**
- D. Authorize the Executive Director to take the necessary steps to execute a fiber**

use license agreement and a broadband co-location license agreement with the City of Indio; and to execute similar agreements with other jurisdictions should the opportunities arise

- E. Authorize the Executive Director to execute Amendment No. 16 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$148,000
- F. Authorize the Executive Director to spend an additional \$100,000 on flagging services and associated work related to CV Link under Union Pacific Railroad in the City of Indio
- G. Authorize the Executive Director to execute a services contract with Dokken Engineering, not to exceed \$130,000, to conduct alternative analysis, conceptual planning, and provide grant application support for the CV Link Desert Hot Springs extension connection project
- H. Authorize the Executive Director to take the necessary steps to accept \$40,000 from the Colmac Air Quality Enhancement Fund Grant Program for the region's Landscape Certification Program, including executing the required agreement with the County of Riverside
- I. Receive and file the quarterly report for the CV Housing First program, representing clients served in the second quarter of 2025
- J. Authorize the Executive Director to execute an additional agreement with Euna Solutions for an amount not to exceed \$29,500 for one-time services related to configuring the budget software with CVAG's new chart of account structure as part of the Enterprise Resource Planning system implementation

THE MOTION CARRIED WITH 8 AYES, AND 11 MEMBERS ABSENT

MAYOR WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	ABSENT
MAYOR DEHARTE	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR WHITMAN	AYE
MAYOR ROSS	ABSENT
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	ABSENT
SUPERVISOR GUTIERREZ	ABSENT

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

None

8. DISCUSSION/ACTION

A. Rollout of the Shade Trees for Southern California Deserts Program

Assistant Director of Energy & External Affairs Emmanuel Martinez presented the staff report.

Lengthy member discussion ensued, during which Mr. Martinez responded to committee questions concerning maintenance, expenses, and the types of trees to be planted. Brief member discussion ensued.

No action was taken as this item was for informational purposes only.

B. Contract Amendment for CV Sync Phase II Construction Management

Assistant Director of Transportation Mark Lancaster presented the staff report.

Lengthy member discussion ensued, during which Mr. Lancaster responded to committee questions concerning cost increases for the project as well as completion timelines.

IT WAS MOVED BY MAYOR WEILL AND SECONDED BY MAYOR WHITMAN TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 3 TO THE AGREEMENT WITH TKE ENGINEERING, INC. FOR AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF \$1,650,000 THROUGH SEPTEMBER 2026 FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO CV SYNC PHASE II

THE MOTION CARRIED WITH 9 AYES, AND 10 MEMBERS ABSENT

MAYOR WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	ABSENT
MAYOR DEHARTE	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR WHITMAN	AYE
MAYOR ROSS	AYE
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT

**SUPERVISOR PEREZ
SUPERVISOR GUTIERREZ**

**ABSENT
ABSENT**

C. CalSTA Secretary Toks Omishakin's Statewide Efforts to Improve Safety and Implications for Varner Road

Director of Transportation Jonathan Hoy presented the staff report and detailed the State's interest in partnering on Varner Road. Brief member discussion ensued.

IT WAS MOVED BY MAYOR HARNIK AND SECONDED BY MAYOR EVANS TO AUTHORIZE THE EXECUTIVE DIRECTOR TO TAKE ANY NECESSARY STEPS TO COORDINATE WITH STATE AGENCIES TO EXPEDITE IMPROVEMENTS ALONG VARNER ROAD, INCLUDING ENTERING AGREEMENTS AND SUBMITTING FUNDING APPLICATIONS

THE MOTION CARRIED WITH 9 AYES, AND 10 MEMBERS ABSENT

MAYOR WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	ABSENT
MAYOR DEHARTE	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR WHITMAN	AYE
MAYOR ROSS	AYE
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	ABSENT
SUPERVISOR GUTIERREZ	ABSENT

D. CV Link Improvements connecting to the Avenue 44 Bridge in the City of Indio

Mr. Hoy presented the staff report. Staff noted that the amount was likely to be less than anticipated.

IT WAS MOVED BY MAYOR MILLER AND SECONDED BY MAYOR EVANS TO AUTHORIZE THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE A CONSTRUCTION CONTRACT WITH ORTIZ ENTERPRISES, INC., IN AN AMOUNT NOT TO EXCEED \$3,000,000 FOR CV LINK IMPROVEMENTS CONNECTING TO THE AVENUE 44 BRIDGE IN THE CITY OF INDIO

THE MOTION CARRIED WITH 9 AYES, AND 10 MEMBERS ABSENT

MAYOR WEILL	AYE
--------------------	------------

MAYOR MATAS	AYE
MAYOR HERNANDEZ	ABSENT
MAYOR DEHARTE	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR WHITMAN	AYE
MAYOR ROSS	AYE
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	ABSENT
SUPERVISOR GUTIERREZ	ABSENT

E. Designation of 2026 State Transportation Improvement Program Funds

Mr. Hoy presented the staff report.

Member discussion with Mr. Hoy answering questions regarding Rancho Mirage joining CV Sync and the efforts to secure funding for the next steps in regional signal synchronization

**IT WAS MOVED BY MAYOR WEILL AND SECONDED BY MAYOR EVANS
AUTHORIZE THE EXECUTIVE DIRECTOR TO RECOMMEND TO RIVERSIDE
COUNTY TRANSPORTATION COMMISSION (RCTC) THAT IT DESIGNATE AN
ESTIMATED \$6,057,420 IN AVAILABLE 2026 STATE TRANSPORTATION
IMPROVEMENT PROGRAM (STIP) FUNDING TO THE CV SYNC REGIONAL SIGNAL
SYNCHRONIZATION PROGRAM FOR PHASE IV IN RANCHO MIRAGE**

THE MOTION CARRIED WITH 9 AYES, AND 10 MEMBERS ABSENT

MAYOR WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	ABSENT
MAYOR DEHARTE	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR WHITMAN	AYE
MAYOR ROSS	AYE
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	ABSENT

SUPERVISOR WASHINGTON
SUPERVISOR PEREZ
SUPERVISOR GUTIERREZ

ABSENT
ABSENT
ABSENT

F. Cash Flow Analysis for Regional Transportation Projects

Mr. Hoy presented the staff report.

Brief member discussion ensued with members discussing sales tax measure that has been considered by Riverside County Transportation Commission (RCTC).

No action was taken as this was an informational item only.

9. INFORMATION

- a) Executive Committee Attendance
- b) Regional Transportation Project Status Report
- c) New location of CVAG's public meetings
- d) Update on annual contributions to the CV Housing First Program
- e) Caltrans flyer on upcoming maintenance for bridges along Interstate 10
- f) Transportation Project Prioritization Study (TPPS) Status Update
- g) Regional Signal Synchronization and CV Sync's Public Safety Benefits
- h) Countywide Immigration Resources
- i) Countywide policy to address homeless encampments
- j) Data trends on housing placements for homeless clients
- k) Efforts to Address Reoccurring 911 Outages in the Coachella Valley
- l) Information on First Public Hydrogen Authority Municipal Hydrogen Utility
- m) Coachella Valley Power Agency Update
- n) Used Oil Recycling Annual Report
- o) Inland Regional Energy Network's Business Plan and Executive Committee Update

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

10. LEGISLATIVE ITEMS –

a) Update from the League of California Cities – Jesse Ramirez, Regional Affairs Manager, Riverside County Division

b) Recap of CVAG's Legislative Advocacy Efforts – Emmanuel Martinez

Mr. Martinez provided an update regarding the end of legislative session and highlighted updates to the state's Cap and Trade program.

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

12. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, December 1, 2025, at 4:30 p.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

13. ADJOURNMENT

There being no further business, Vice Chair DeConinck adjourned the meeting at 5:44 p.m.

Respectfully submitted,

Elysia Regalado, Deputy Clerk

ITEM 13B

EXECUTIVE COMMITTEE MINUTES OF SPECIAL MEETING OCTOBER 27, 2025



1. CALL TO ORDER

The Executive Committee meeting was called to order by Chair V. Manuel Perez, Supervisor, County of Riverside, at 4:30 p.m. at the La Quinta Wellness Center Multipurpose Room, 78450 Avenida La Fonda, in the City of La Quinta. Teleconferencing was available from Blythe City Hall in Blythe, CA, and the Hilton Hotel Portland in Portland, Oregon.

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 Pro Tem Lynn Mallotto, *Past Chair*
Mayor Scott Matas
Tribal Chair Reid Milanovich
Mayor Bruce Whitman
Mayor Nancy Ross
Mayor Jan Harnik
Mayor Linda Evans
Mayor Joseph DeConinck, *Vice Chair*
Supervisor V. Manuel Perez, *Chair*

AGENCY

City of Rancho Mirage
City of Desert Hot Springs
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
County of Riverside 4th District

MEMBERS NOT PRESENT

Mayor Steven Hernandez
Mayor Ron deHarte
Mayor Glenn Miller
Tribal Chair Darrell Mike
Tribal Chair Joseph Mirelez
Tribal Councilmember Brenda Soulliere
Supervisor Jose Medina
Supervisor Karen Spiegel
Supervisor Chuck Washington
Supervisor Yxstian Gutierrez

AGENCY

City of Coachella
City of Palm Springs
City of Indio
Twenty-Nine Palms Band of Mission Indians
Torres Martinez Desert Cahuilla Indians
Cabazon Band of 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

Mayor Scott Matas led the Executive Committee in the Pledge of Allegiance.

4. AGENDA MODIFICATIONS (IF ANY)

None

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

None

6. **ADJOURNED TO CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(2) & (3): One (1) potential case

Chair Perez moved the Committee into closed session at 4:32 p.m.

Closed session ended at 5:18 p.m. with Chair Perez announcing no reportable actions from closed session.

7. **PUBLIC COMMENT**

None

8. **ANNOUNCEMENTS**

The next meeting of the **Executive Committee** will be held on Monday, December 1, 2025, at 4:00 p.m. at the Coachella Valley Water District Steve Robbins Administration Building Training Room, 75515 East Hovely Lane, Palm Desert, 92260.

13. **ADJOURNMENT**

There being no further business, Chair Perez adjourned the meeting at 5:20 p.m.

Respectfully submitted,

Elysia Regalado, Deputy Clerk

ITEM 13C

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: Additional Licenses and Continued Implementation Services for Enterprise Resource Planning (ERP) Project

Contact: Claude T. Kilgore, Director of Finance (ckilgore@cvag.org)

Recommendation: Authorize the Executive Director to 1.) increase the cost of implementation support services from Oracle by \$7,709 and add employee center licenses necessary for payment of meeting attendance stipends to elected officials; and 2.) authorize the number of end user and employee center licenses be modified annually based on allocated positions and number of committee members so long as costs remain with CVAG's approved operating budget each fiscal year

Background: CVAG is in the process of replacing its outdated financial systems with an Enterprise Resource Planning (ERP) solution. The shift to Oracle NetSuite for Government (NS4G) was approved by the Executive Committee in May 2024 following a public procurement process, and CVAG staff secured significant discounts of up to 57% on recurring software costs and up to 36% on the hourly rate for implementation services. In April 2025, the Executive Committee authorized up to 15 additional licenses for employees as well as a new technology Oracle's bill capture program. This program utilizes Optical Character Recognition (OCR) and Artificial Intelligence (AI) to increase efficiency when invoices are sent from vendors, as they are automatically scanned and uploaded into the NS4G system, reducing the need for manual initiation of the bill payment process and placing them in one virtual file cabinet within the system.

The long-anticipated ERP implementation began in July 2024, and the system has been active agency-wide since CVAG's go-live date in July 2025. Overall, implementation has gone well with Oracle proving as a reliable partner who is readily available for implementation solutions when CVAG presents challenges in the software. Some of the benefits already realized include efficiency in bill submission via automated workflow approvals, reduction in manual bill payment processes, cleaner and simpler accounting entries, and better insight agency wide as to the status of a particular record. While CVAG staff have been operating in the new system for over five months, there are a few implementation items that have received less attention than critical functions like accounts payable, invoicing, and bank reconciliations.

In the upcoming phase of implementation, CVAG staff is implementing Oracle's Human Resources and Payroll (HRPY) module set to go-live in January 2026. The HRPY module operates on licenses for Oracle's employee center where everyone receiving a paycheck needs to be a registered user with license. This includes elected officials who receive a stipend for attending meetings at CVAG or the Coachella Valley Conservation Commission (CVCC). This is similar to the process CVAG through its current vendor, Paychex. Once implementation has been confirmed successful, CVAG will no longer rely on Paychex to provide tax forms for staff or elected

officials. Instead, staff and elected officials for log-in details to view their meeting attendance stipend paystubs and other tax information like IRS form W-2 for calendar year 2026 payments.

In order to complete this implementation, staff is now recommending that additional support from Oracle be authorized and additional licenses be purchased. As part of the recommendation, CVAG staff is also recommending the Executive Director be delegated authority throughout the remaining contract period with Oracle to add or remove licenses each year based on allocated staffing positions and a count of elected officials that will receive a meeting attendance stipend. These dollar amounts will be reviewed and included in the operating budget each year for approval.

Fiscal Analysis: The CVAG Executive Committee in June 2024 authorized an agreement for cloud services, professional services agreement and related contract documents with Oracle America, Inc. for the implementation of Oracle NetSuite for Government system for a not-to-exceed amount of \$860,175 which covered a five-year cloud services period. In April 2025, recommended actions added an additional \$28,221 to the ERP costs. With this action an additional \$7,709 is added to the total costs for support services as well as additional total of \$13,664.55 (includes recurring costs of about \$307 per month through the remaining cloud services period which is approximately 44.55 months).

CVAG staff is estimating \$23,683 in additional implementation support services is actually needed, but \$15,794 can be shifted from travel related expenses bringing total increase to \$7,709. In June 2025, the Executive Director, on the recommendation of the CVAG implementation team, suspended the contract it had with Berry, Dunn, McNeil & Parker, LLC (Berry Dunn), which was originally brought in to help procure the ERP system. These cost savings from suspension of the Berry Dunn agreement over the remaining implementation period were estimated at about \$90,000. Even with the \$7,709 in added cost to the Oracle agreement, this translates to total costs saving from originally approved amounts estimated for implementation support by around \$80,000.

The Oracle employee center licenses are much less costly than Oracle end user licenses. Additional employee center licenses are sold in packs of five and 11 packs are required to cover all elected officials, at \$27.89 per pack monthly. This totals approximately \$306.79 per month, or about \$5.58 per user. Total costs is anticipated at \$13,665. However, these costs will be completely offset because once HRPY implementation has proven successful, CVAG will incur costs savings by removing most of Paychex support. CVAG's average monthly payroll administration cost in Paychex is about \$700 and CVCC averages \$150 per month, depending on meeting frequency. In addition, a \$500 Wells Fargo analysis fee is currently offset by an earnings credit. Eliminating this payroll account is planned once payroll is managed in-house.

After accounting for the additional Oracle licenses each month, expected next savings range from \$550 to \$1050 monthly or \$23,000 to \$45,000 for the life of Oracle contract. Staff will continue to use Paychex to manage Flexible Savings Accounts (FSA) and ensure Internal Revenue Service Section 125 compliance and efficient reimbursements.

As is true for all CVAG agencywide system implementations, a portion of these costs will be allocated to CVCC, Desert Community Energy (DCE), and the Coachella Valley Power Agency (CVPA) based on their respective share of overhead.

Attachments:

1. Oracle Ordering Document Amendment One for Implementation Support Services
2. Oracle Ordering Document for HRPY licensee Expansion



ORDERING DOCUMENT AMENDMENT ONE

Your Name: Coachella Valley Association of Governments
Your Address: 74199 El Paso, Suite 100
Palm Desert, CA 92260

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

This amendment ("Amendment One") amends the order identified below and all amendments thereto (the "order") between You and Oracle America, Inc. ("Oracle").

Offer Valid through: 30-NOV-2025.

A. AMENDMENT DETAILS

You and Oracle agree to amend the order as follows:

1. Ordering Document Number: **US-16560313**

a. Delete the Services table in its entirety and replace it with the following:

"Services"	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$220,530.00	\$20,500.00	\$241,030.00
Time and Materials Services	ODA1	\$23,683.00	(\$15,974.00)	\$7,709.00
Total Fees and Estimated Expenses				\$248,739.00"

2. Exhibit: **One (1)**

a. Section 1. Description of Services. – In the first sentence, delete the reference to "two hundred thirty-four (234) person days" and replace it with "two hundred fifty-nine (259) person days".

b. Section 1.A.4. Live Operate Phase. Subsection b. – Delete this section in its entirety and replace it with the following:

"Provide up to twenty-four (24) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance."

B. ADDITIONAL TERMS

In the event of any inconsistencies between the order and this Amendment One, this Amendment One shall take precedence. Subject to the modifications herein, the order shall remain in full force and effect.

Coachella Valley Association of Governments:

Oracle America, Inc.:

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Amendment Effective Date: _____ {to be completed by Oracle}



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Coachella Valley Association of Governments	Contact	Allen McMillen
Address	74199 El Paseo Suite 100 Palm Desert CA 92260	Phone Number	+1 (760) 346-1127
		Email Address	

Expansion

Services Period: 44.55 months							
Cloud Services	Data Center Region	Quantity	Term	List Fee	Discount %	Unit Net Price	Net Fee
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	NORTH AMERICA	11	44.55 mo	31,852.10		27.89	13,664.55
				Subtotal	31,852.10		13,664.55

Fee Description	Net Fee
Cloud Services Fees	13,664.55
Net Fees	13,664.55
Total Fees	13,664.55

A. Terms of Your Order

1. Applicable Agreement:

- a. Public Sector Agreement for Cloud Services US-CSA-CPQ-3238601 effective 24-MAY-2024

2. Cloud Payment Terms:

- a. Net 30 days from invoice date

3. Cloud Payment Frequency:

- a. Quarterly in Arrears

4. Currency:

- a. US Dollars

5. Offer Valid through:

- a. 31-DEC-2025

6. Service Specifications

- a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts/>.

7. Services Period

- a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Expansion

For avoidance of doubt, the additional quantities of Cloud Services that are ordered hereunder are subject to the terms of the initial order between You and Oracle for such Cloud Services. If the billing frequency has changed between the initial order and this order, the billing frequency specified in this order shall take precedence.

2. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

II. AI Terms

A. AI Terms

The Oracle Artificial Intelligence Terms ("AI Terms") apply to artificial intelligence ("AI") systems, and Your and Your Users' use of related AI functionality, that is included in Your Cloud Services. The AI Terms are included in the Service Specifications for Your Cloud Services and remain subject to update pursuant to the terms of Your Agreement. A current version of the AI Terms may be accessed at <https://www.oracle.com/contracts/>.

Coachella Valley Association of Governments

Signature

Name

Title

Signature Date

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Coachella Valley Association of Governments	Customer Name	Coachella Valley Association of Governments
Customer Address	74199 El Paseo Suite 100 Palm Desert CA 92260	Customer Address	74199 El Paseo Suite 100 Palm Desert CA 92260
Contact Name	Allen McMillen	Contact Name	Allen McMillen
Contact Phone	+1 (760) 346-1127	Contact Phone	+1 (760) 346-1127

ITEM 13D

**Coachella Valley Association of Governments
Executive Committee
December 1, 2025**



STAFF REPORT

Subject: Establishing a Claims Policy

Contact: Erica Felci, Deputy Executive Director (efelci@cvag.org)

Recommendation: Adopt Policy No. 25-02 to establish a Claims Policy

Transportation Committee: Concurred (Meeting of November 3)

Background: CVAG does not have a formal policy on how to handle claims for money or damages that are filed against the agency. Now that CVAG will have additional assets, including CV Link, staff is recommending the agency establish a formal policy that provides CVAG with an opportunity to settle claims, investigate the facts on which the claim is based and defend itself against unjust claims.

If CVAG receives a claim, there are timeframes in which CVAG must respond. As the Executive Committee does not meet every month, this policy delegates decisions under \$100,000 to the Executive Director and decisions between \$100,000 to \$200,000 to Administrative/ Personnel Committee. These mirror the thresholds that the Executive Committee set by adopting Policy 21-04 for procurement procedures.

CVAG is insured by the California Joint Powers Insurance Authority (JPIA). In 2017, at CVAG staff's request, JPIA staff analyzed CVAG's exposure associated with building the pathway. JPIA determined that "there is less liability exposure for CVAG and its member agencies with bicyclists travelling on a reasonably designed, multi-modal pathway, and using that pathway with due care in a reasonably foreseeable manner, than on a roadway shared with motor vehicles. Reasonable design of a multimodal pathway goes a long way towards mitigating the associated liability exposure." JPIA also noted that constructing CV Link would not impact the contributions paid by CVAG or the cities where the pathway is located.

Staff recommends adopting Policy 25-02.

Fiscal Analysis: There is no cost to adopting the claims policy.

Attachment: Policy 25-02 – Claims Policy

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Policy No. 25-02: Claims Policy

Approved: December 1, 2025

Purpose

This Policy identifies the policies and procedures governing the manner in which the Coachella Valley Association of Governments (CVAG) will handle claims for money or damages filed against it. This Policy provides CVAG with an opportunity to settle just claims before suit is brought, and to make an early investigation of the facts on which the claim is based, enabling it to defend itself against unjust claims and to correct the conditions or practices which gave rise to the claim. This Policy is intended to comply with the California Government Claims Act (Gov. Code §§ 810 *et seq.*).

Policy

1. Definitions

As used in this Policy, the following terms shall have the following meanings:

- a. "Executive Committee" means the Executive Committee of the Coachella Valley Association of Governments.
- b. "Administrative/ Personnel Committee" means the Administrative/ Personnel Committee of the Coachella Valley Association of Governments.
- c. "Executive Director" means the CVAG Executive Director and/or their designee.
- d. "Claim" means any claim for money or damages, including claims for money or damages which are excepted by Government Code Section 905 from Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the Government Code and which are not governed by any other statutes or regulations expressly relating thereto.
- e. "Claimant" shall mean a person, or representative of a person, who has submitted a claim for money or damages to CVAG pursuant to this Policy.
- f. "Person" means any natural person, corporation, partnership, limited liability company, firm, or association.

2. General Policy

- a. All claims against CVAG shall be governed by the Claims Presentation Procedure ("Procedure") set forth below. The inclusion of claims for money and damages which are otherwise excepted by Government Code Section 905 from Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the Government Code is in accordance with the provisions of Government Code section 935.
- b. The Executive Committee hereby designates and authorizes the Executive Director to perform all functions of the Executive Committee as granted under this Policy including examination, investigation, allowance, compromise or rejection of all claims submitted in accordance with this Policy in an amount less than \$100,000. The Executive Committee designee's allowance, compromise or rejection of claims shall have the same effect as allowance, compromise or rejection by the Executive Committee.

- c. The Executive Committee hereby designates and authorizes the Administrative/ Personnel Committee to perform all functions of the Executive Committee as granted under this Policy including examination, investigation, allowance, compromise or rejection of all claims submitted in accordance with this Policy in an amount more than \$100,000 and less than \$200,000. The Executive Committee designee's allowance, compromise or rejection of claims shall have the same effect as allowance, compromise or rejection by the Executive Committee.

3. Claims Presentation Procedure

- a. Notice of Claims. No suit for money or damages may be maintained against CVAG on a cause of action for which this Procedure requires a claim to be presented until a written claim has first been timely presented to CVAG and acted upon in conformity with this Procedure.
- b. Claims Subject to Procedure. All claims against CVAG shall be governed by this Procedure, including without limitation the following:
 - i. Claims under the Revenue and Taxation Code or other statute prescribing procedures for the refund, rebate, exemption, cancellation, amendment, modification or adjustment of any tax, assessment, fee, or charge or any portion of the charge, or of any penalties, costs or related charges.
 - ii. Claims in connection with which the filing of a notice of lien, statement of claim, or stop notice is required under any provision of law relating to mechanics', laborers' or materialmen's liens.
 - iii. Claims by public employees for fees, salaries, wages, mileage or other expenses and allowances.
 - iv. Claims for which the workers' compensation authorized by Division 4 (commencing with Section 3200) of the Labor Code is the exclusive remedy.
 - v. Claims for principal or interest upon any bonds, notes, warrants, or other evidences of indebtedness.
 - vi. Claims by the State or by a state department or agency or by another local public entity.
 - vii. Claims arising under any provision of the Unemployment Insurance Code, including but not limited to claims for money or benefits, or for refunds or credits of employer or worker contributions, penalties, or interest, or for refunds to workers of deductions from wages in excess of the amount prescribed.
 - viii. Claims for the recovery of penalties or forfeitures made pursuant to Article 1 (commencing with Section 1720) of Chapter 1 of Part 7 of Division 2 of the Labor Code.
- c. Format. All claims must be submitted in writing by the claimant or by a person acting on their behalf.

- i. Claimants may use the claim form provided by CVAG, but a claimant may provide their claim in writing without using CVAG's claim form provided the claim includes all of the following:
 1. The name and post office address of the claimant;
 2. The post office address to which the person presenting the claim desires notices to be sent;
 3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
 4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim;
 5. The name or names of the public employee or employees causing the injury, damage or loss, if known;
 6. The amount claimed if it totals less than Ten Thousand Dollars (\$10,000) as of the date of claim presentation, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount is required in the claim.
 7. The signature of the claimant or some person on his or her behalf (Government Code § 910.2).
 - ii. If CVAG personnel receives a claim that does not use the official form, he or she may ask but not require the claimant to use the official form. If the claimant refuses, CVAG personnel shall receive the request and then submit the request to CVAG's insurance agency and/or Legal Counsel for processing consistent with the rest of these guidelines.
 - iii. A claim presented on a form provided pursuant to this Section shall be deemed to be in conformity with Section 3(c) if the claim complies substantially with the requirements of the form or with the requirements of Section 3(c).
- d. Sufficiency. If a claim does not substantially comply with the requirements of Section 3(c) above, or with the requirements of CVAG's claim form, the claim should not be rejected but should be returned as insufficient pursuant to Government Code Section 910.8.
- i. Within 20 days after the claim is presented, the Executive Committee or its designee shall give written notice, either by mail or electronically, of the claim's insufficiency stating with particularity the claim's defects or omissions.
 - ii. No notice need be given when the claim fails to state either a street address or a post office address.
 - iii. The Executive Committee or its designee may not take action on the claim for a period of 15 days after the written notice of insufficiency is given.

- e. Amended Claim. A claim may be amended at any time before the expiration of the period described in Section 3(g) below or before final action is taken by the Executive Committee or its designee, whichever is later, so long as the amended claim relates to the same transaction or occurrence which gave rise to the original claim.
- f. Filing a Claim. Claims must be filed in person or by mail to CVAG at 74-199 El Paseo, Suite 100, Palm Desert, CA 92260.
- g. Filing Deadlines. The Government Claims Act provides that claims must be filed as follows:
 - i. Within 6 months of the incident giving rise to the claim for the following claims:
 - 1. Death or personal injury;
 - 2. Damage to personal property or growing crops.
 - ii. Within 1 year of the incident giving rise to the claim for the following claims:
 - 1. Any other cause of action for money or damages, including but not limited to breach of contract and damage to real property.
- h. Late Claims. Any claim which is filed late, and which is not accompanied by an Application to Present a Late Claim shall be returned as untimely and shall not be considered on its merits. Should the claimant fail to present a claim within the time provided in Section 3(f), the claimant must present an Applicant to Present a Late Claim in the manner provided in Section 3(f).
- i. The Application to Present a Late Claim must:
 - 1. Be presented within 1 year after the accrual of the cause of action;
 - 2. Set forth the reason(s) for the delay; and
 - 3. Have a written claim attached which otherwise complies with the requirements of these Procedures.
- ii. Partially Late Claims
 - 1. A claim which contains several causes of action must be carefully reviewed to determine which causes of action are timely or untimely filed.
 - 2. Written notice of rejection or allowance, pursuant to Section 3(j), must be provided to claimant for those causes of action within the claim which are sufficient and timely presented.
 - 3. Written notice of late filing, pursuant to Section 3(h), must be provided to claimant for those causes of action within the claim which are not timely presented.
- iii. The Executive Committee or its designee shall grant an Application to Present a Late Claim if any of the circumstances listed in Government Code Section 911.6 exist. If such circumstances do not exist, the Executive Committee or its designee shall deny an Application to Present a Late Claim in the manner provided by

Government Code Section 911.8. The denial of the Application to Present a Late Claim is unrelated to the validity of the claim, and means only that the claim was not timely presented and such untimeliness is not excused pursuant to Government Code Section 911.6.

- iv. The Executive Committee or its designee must grant or deny the Application to Present a Late Claim within 45 days after it has been presented, except as provided below:
 - 1. The claimant and the Executive Committee or its designee may extend the period within which the Executive Committee must act on the application by written agreement made before the end of the forty-five (45) day period. The Executive Committee or its designee must act within the extended period of time or the application shall be deemed denied on the last day specified in the agreement.
 - 2. If the Executive Committee or its designee fails to act on the application within the 45 days following the presentation of the claim, the application shall be deemed to have been denied on the forty-fifth (45th) day.
- i. Initial Processing of Requests. All claims shall be forwarded to the CVAG Executive Director, who shall forward all claims outside the scope of their authority to act pursuant to Section 2(b) to the Executive Committee.
- j. After Filing a Claim. The Executive Committee or its designee shall act on a sufficient and timely submitted claim within 45 days after the claim has been presented, except as provided in Section 3(k) below. If a claim is amended, the Executive Committee or its designee shall act on the amended claim within 45 days after the amended claim is presented. Only those claims with proper and sufficient contents, as provided in Section 3(c), and presented in a timely fashion shall be rejected or allowed.
 - i. CVAG may conduct an investigation of the claim. If CVAG's findings support the allegations set forth in the claim, CVAG may attempt to settle the claim with the claimant in whole or in part.
 - ii. The Executive Committee or its designee may act on a claim in one of the following ways:
 - 1. Reject the claim if the Executive Committee or its designee finds the claim is not a proper charge against CVAG;
 - 2. Allow the claim if the Executive Committee or its designee finds the claim is a proper charge against CVAG and is for an amount justly due;
 - 3. Either reject the claim or allow it in the amount justly due and reject it as to the balance if the Executive Committee or its designee finds the claim is a proper charge against CVAG but is for an amount greater than is justly due;
 - 4. Reject the claim or compromise it if legal liability of CVAG or the amount justly due is disputed.

- iii. If CVAG rejects the claim, CVAG may notify the claimant in writing in the manner required by Government Code Section 915.4 that the claimant can pursue the matter in court subject to the applicable statute of limitations in Government Code Section 945.6.
 - iv. If CVAG takes no action within 45 days, the claim is deemed rejected and the claimant may bring a lawsuit against CVAG subject to the applicable statute of limitations in Government Code Section 945.6.
- k. Extension of Time. The claimant and the Executive Committee or its designee may extend the time period within which the Executive Committee or its designee is required to act on the claim by written agreement. The extension of time must be given:
- i. Before expiration of the 45-day period; or
 - ii. After the expiration of the 45-day period if an action based on the claim has not been commenced and is not yet barred by the statute of limitations provided in Section 3(g).

Any claim which is not acted upon within the extended time period shall be deemed to have been rejected by the Executive Committee or its designee on the last day of the extended time period.

- l. Independent Legal Advice. CVAG does not provide legal advice to any potential, prospective or existing claimant. Claimants are encouraged to seek independent legal counsel regarding their specific claims.
- m. Fraudulent Claims. Claimants may be subject to civil and/or criminal penalties for presenting a fraudulent claim against CVAG.
- i. Pursuant to Government Code Section 12651, a civil penalty of not less than \$5,500 and not more than \$11,000 may be imposed on a claimant for each fraudulent claim they present against CVAG.
 - ii. Pursuant to Penal Code Section 72, a claimant who presents a fraudulent claim against CVAG may be subject to imprisonment in the county jail for a period of not more than one year, a fine not exceeding \$1,000, or both.
- n. Insurance. Notice of claim receipt and a copy of the claim should be provided to CVAG's insurer immediately. CVAG's insurer should be informed of all action taken on the claim. If a claimant files a subsequent lawsuit, tender of CVAG's defense and a copy of the complaint should be provided to CVAG's insurer immediately.
- o. General Counsel.
- i. CVAG's General Counsel should be consulted if there is any question regarding sufficiency of a claim, its timeliness or any other matter regarding proper claim administration.
 - ii. Brown Act Compliance
 - 1. General Counsel should be consulted regarding discussion of claims in open versus closed session and how to agendaize such items.

EXHIBIT A
CLAIM FORM

**NOTICE OF CLAIM
AGAINST THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

Pursuant to CVAG Policy 25-02, claims related to injury to person or damage to personal property must be presented within six (6) months from the date of loss. Claims related to any other loss must be presented not later than one (1) year from the date of loss.

Answer all items fully and to the best of your knowledge and information. Failure to do so may result in your claim being found insufficient. If more space is needed to provide requested information, please attach additional pages identifying paragraphs(s) being answered. Please click in the grey text fields to type requested information.

**TO: CVAG Deputy Clerk
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA, 92264**

Date and Time Filed with CVAG
[CVAG Use Only]

1. Claimant's Name: _____ Date of Birth: _____

2. Claimant's Mailing Address:

Street Number – Street - Apt No. – City – State – Zip

3. Claimant's Home Phone: (_____) _____

4. Date of Loss: _____ Time of Loss: _____

5. Location of Loss (Specify in as much detail as possible.)

6. Description of incident/accident that caused you to make this claim:

7. What specific injury, damages or other losses did you incur?

8. List damages incurred to date (Attach copies of receipts, repair estimates, bills, invoices and any other documentation to prove your loss):

9. What are your total estimated prospective damages?

10. What is your basis for claiming that CVAG or CVAG employee(s) are the cause of your injury, damages or loss?

11. What are the name(s) of the CVAG employee(s) whom you allege caused your injury, damages or loss, if known?

12. Name, address and phone number of any witnesses who can substantiate your claim: _____

13. Any additional information that you believe might be helpful to the CVAG in considering this claim: _____

14. All notices and communications with regard to this claim will be directed to the Claimant shown in lines 1 and 2 above unless you complete the following to identify to whom further communication should be directed:

Name: _____ Relationship: _____

Address/City: _____ State: _____ ZIP: _____
Daytime Phone: (_____) _____ Home Phone: (_____) _____

I/We, the undersigned, declare under penalty of perjury that I/we have read the foregoing claim for damages and know the contents thereof; that the same is true of my/our own knowledge and belief, save and except as to those matters wherein stated on information and belief, and as to them, I/we believe to be true.

Claimant Printed Name: _____ Date Signed: _____

Claimant Signature

(Note: If someone files the claim on behalf of the claimant, the person making the claim on behalf of the claimant should sign above.)

Claimant Printed Name: _____ Date Signed: _____

Claimant Signature

ITEM 13E

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: Replacement Materials for CV Link

Contact: Randy Bowman, Assistant Director of Transportation (rbowman@cvag.org)

Recommendation: Authorize the Executive Director to approve replacement material purchases for CV Link through June 30, 2030 at an amount not to exceed \$400,000 from Landscape Forms, Inc. and an amount not to exceed \$300,000 from Urban Solar Corporation

Transportation Committee: Concurred (Meeting of November 3)

Background: Early in its development, CVAG established a specific palette of standardized materials branded for CV Link to ensure cohesiveness across the entire 40-plus miles of pathway. This includes bike racks, benches, shade structures, litter receptacles, water fountains, and solar lights. Over the course of the project development and construction, the Executive Committee authorized the acquisition of the equipment for the project from specific manufacturers either by direct purchase or through the project construction contracts.

Much like CVAG member jurisdictions that maintain inventories of spare parts for municipal assets such as traffic signals and parks equipment, CVAG staff recommends doing the same for CV Link to ensure replacement equipment is compatible to what is installed already. The number of individual replacements needed in a given year will vary due to a range of factors based on weather, vandalism, and accidents. Ordering a replacement part one at a time may take two months to seven months, depending on the equipment, and equipment prices have increased in recent years, along with costs of other durable goods and construction costs.

To better prepare CVAG to maintain the CV Link, staff requested price quotes from the equipment vendors to establish long-term pricing for replacement equipment. Two vendors have provided quotes with pricing guaranteed for five years for equipment including bike racks, benches, shade structures, and solar path lights.

Staff has estimated a five-year budget for equipment replacement and is recommending the Executive Committee authorize the Executive Director to approve purchases of replacement CV Link equipment and materials from (1) Landscape Forms, Inc. for bike racks, litter receptacles, benches, touch up paint, and shade structures; and from (2) Urban Solar Corporation for solar path lights. Should actual replacement needs exceed the recommended purchase amounts over five years, staff will return to the Executive Committee for additional authorization at a future date.

Fiscal Analysis: The recommended action would authorize the Executive Director to approve the purchase of replacement CV Link equipment and materials through June 30, 2030 up to \$400,000 from Landscape Forms, Inc. and up to \$300,000 from Urban Solar Corporation.

The cost for purchasing replacement equipment and materials is funded from regional Measure A funds in the total amount of \$700,000 through June 30, 2030.

The recommended action will also allow CVAG to lock in unit prices now. This same approach was used by CVAG to pre-purchase the solar lights and seeded glass during construction, which ultimately saved CVAG money as costs and shipping prices escalated during the COVID-19 pandemic.

Attachments:

1. Landscape Forms, Inc. Quote
2. Urban Solar Corporation Quote
3. Equipment Purchase Projections

October 7, 2025

CV Link Spare Parts Procurement Pricing – Valid from fiscal year 10/1/2025 through 12/31/2030

Conditions of pricing based on Inventory List of site amenities and replacement parts used for CV Link:

- Pricing is for Direct Procurement only by CVAG
- 2025 Unit pricing as baseline includes a 10% discount on current pricing
- Each year there will be a 3% increase for annual cost adjustments, not to exceed 3%
- With exceptions:
 - Central Park Liners are offered at a one-time 20% discount. Price to be held through fiscal year 2030
 - RAL upcharge – this will be waived when ordering replacement parts and Strata bench. This represents \$890 per color upcharge
 - Shade Shelter and Shelter Batteries – Due to market driven raw materials and complexity, quantities are critical. Studio 431 to quote on an as needed basis
- Shipping and Handling and relevant taxes will be applied to each order based on product and quantities

[CVAG Spare Parts List Procurement Agreement 10.7.25 Revised.pdf](#)

Contacts:

Tim Gish

Director of Sales - West Region

Mobile: 503-381-4964

timg@landscapeforms.com

Emily Noh

Business Development Representative, Oregon and Idaho

Office: 269-276-4439

emilyn@landscapeforms.com

Site Amenities Customer Service

West@landscapeforms.com

Office: +1 800-441-1945 x1338

Travis Johncock

Project Management and Estimating Group Leader - Studio 431

Office: 269-276-4447

Jarred Beal

Market Specialist - Studio 431

Mobile: 269-276-4506

Landscape Forms Studio 431 Sales

Studio431-
Sales@landscapeforms.com

Office: +1 800-441-1945 x1407



Powering Better Bus Stops

URBAN SOLAR		Created Date	9/26/2025
Address	1880 SW Merlo Drive Beaverton, OR, USA, 97003 (503)-356-5516	Expiration Date	12/26/2025
Salesperson	Eben Lindsey	Ship To Name	Coachella Valley Association of Governments
Salesperson Email	eben@urbansolarcorp.com	Bill To Name	Coachella Valley Association of Governments
Name	Martin Magaña		
Account Name	Coachella Valley Association of Governments		
Phone	(760) 831-3215		
Email	mmagana@cvag.org		

NOTES

Pricing/Terms DDP California. 50% Due at Time of Order, 50% Due Net 30.

Site Location Coachella Valley, CA

Description Production lead time 4-6 weeks + transit time.
Freight and sales tax additional, quoted at time of ordering.
Tariffs are included in the freight cost; currently ~\$2/unit as of September 2025. If any additional tariffs or duties that are not currently in effect as of September 25th, 2025 are applied to any of the products on this contract during the duration of this contract, Urban Solar reserves the right to add a surcharge not to exceed the amount of additional tariffs and duties paid.

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Repair Kit	Pricing valid until March 2026.	\$84.00	\$84.00
1.00	Repair Kit	Pricing valid from April 2026 until September 2030.	\$96.00	\$96.00
1.00	YHDD1 Pathway Marker - BO/OO/BB	Pricing valid from April 2026 until September 2030.	\$109.00	\$109.00
1.00	YHDD1 Pathway Marker - BO/OO/BB	Pricing valid until March 2026.	\$95.75	\$95.75
1.00	YHDD1 Pathway Marker - BO/OO/BB - GPS Equipped	Pricing valid from April 2026 until September 2030.	\$139.00	\$139.00
1.00	YHDD1 Pathway Marker - BO/OO/BB - GPS Equipped	Pricing valid until March 2026.	\$126.00	\$126.00

NOTE: Unless otherwise stated AND indicated in writing by Urban Solar, the customer/purchaser is responsible to submit all applicable state sales and/or use taxes. Solar LED lighting systems require adequate sunlight exposure in order to maintain an energy balance for the LEDs to function as specified. In some locations, there can be substantial shading of the solar panels from trees and buildings, particularly during the winter months. Urban Solar cannot guarantee uninterrupted performance, nor warranty batteries, for solar lighting systems installed in locations where the solar panels are shaded for more than half of the available daylight hours at any time of the year. Please contact Urban Solar for more information.

Subtotal	\$649.75
Total Price	\$649.75
Grand Total	\$649.75

Standard lead times for transit solar lighting systems are 10-12 weeks; standard lead times for solar area lighting systems are 12-14 weeks, unless stated otherwise. Third-party products or non-standard components (i.e. poles) may have lead times longer than 10 weeks.

Late payment penalty charged at 8% annual interest. Refer to notes for payment terms.

Accepted By:
Signature

DATE:

CV LINK EQUIPMENT PURCHASE PROJECTIONS

CV Link Equipment	Total Installed	Unit	Order Inventory?	Initial Order	Annual Order	2025 Unit Price	2025 Total + 30% S&T	2026 Unit Price	2026 Total + 30% S&T	2027 Unit Price	2027 Total + 30% S&T	2028 Unit Price	2028 Total + 30% S&T	2029 Unit Price	2029 Total + 30% S&T	2030 Unit Price	2030 Total + 30% S&T	5-Year Total
Bench	64	Each	Yes	4	2	\$ 3,933	\$ 20,452	\$ 4,051	\$ 10,533	\$ 4,173	\$ 10,850	\$ 4,298	\$ 11,175	\$ 4,427	\$ 11,510	\$ 4,559	\$ 11,853	\$ 76,372
Bike Rack	59	Each	Yes	4	2	\$ 486	\$ 2,527	\$ 501	\$ 1,303	\$ 516	\$ 1,342	\$ 531	\$ 1,381	\$ 547	\$ 1,422	\$ 563	\$ 1,464	\$ 9,438
Shade Structure with Solar Panels & USB Charger	38	Each	Yes - Garages	5	5	\$ 839	\$ 5,454	\$ 864	\$ 5,616	\$ 890	\$ 5,785	\$ 916	\$ 5,954	\$ 944	\$ 6,136	\$ 972	\$ 6,318	\$ 35,263
			Yes - Garage Covers	10	10	\$ 90	\$ 1,170	\$ 93	\$ 1,209	\$ 95	\$ 1,235	\$ 96	\$ 1,248	\$ 101	\$ 1,313	\$ 104	\$ 1,352	\$ 7,527
Trash/Recycling Receptacle	32	Each	Yes - Receptacles	4	10	\$ 2,241	\$ 11,653	\$ 2,308	\$ 30,004	\$ 2,378	\$ 30,914	\$ 2,449	\$ 31,837	\$ 2,522	\$ 32,786	\$ 2,598	\$ 33,774	\$ 170,968
			Yes - Lids	20	10	\$ 477	\$ 12,402	\$ 491	\$ 6,383	\$ 506	\$ 6,578	\$ 521	\$ 6,773	\$ 537	\$ 6,981	\$ 553	\$ 7,189	\$ 46,306
			Yes - Touch Up Paint	4	4	\$ 27	\$ 140	\$ 27	\$ 140	\$ 28	\$ 146	\$ 29	\$ 151	\$ 30	\$ 156	\$ 31	\$ 161	\$ 894
			Yes - Liners	20	20	\$ 112	\$ 2,912	\$ 112	\$ 2,912	\$ 112	\$ 2,912	\$ 115	\$ 2,990	\$ 119	\$ 3,094	\$ 122	\$ 3,172	\$ 17,992
Totals for Landscapeforms						\$ 56,710		\$ 58,100		\$ 59,761		\$ 61,508		\$ 63,398		\$ 65,283		\$ 364,761
LED Path Light	8,077	Each	Yes - Repair Kit	200	100	\$ 84	\$ 21,840	\$ 96	\$ 12,480	\$ 96	\$ 12,480	\$ 96	\$ 12,480	\$ 96	\$ 12,480	\$ 96	\$ 12,480	\$ 84,240
			Yes - Pathway Marker	200	100	\$ 96	\$ 24,960	\$ 109	\$ 14,170	\$ 109	\$ 14,170	\$ 109	\$ 14,170	\$ 109	\$ 14,170	\$ 109	\$ 14,170	\$ 95,810
			Yes - Pathway Marker w/GPS	200	100	\$ 126	\$ 32,760	\$ 139	\$ 18,070	\$ 139	\$ 18,070	\$ 139	\$ 18,070	\$ 139	\$ 18,070	\$ 139	\$ 18,070	\$ 123,110
Totals for Urban Solar						\$ 79,560		\$ 44,720		\$ 44,720		\$ 44,720		\$ 44,720		\$ 44,720		\$ 303,160
Grand Totals						\$ 136,270		\$ 92,287		\$ 93,631		\$ 95,053		\$ 96,608		\$ 98,150		\$ 667,921

ITEM 13F

**Coachella Valley Association of Governments
Executive Committee
December 1, 2025**



STAFF REPORT

Subject: CV Link License Agreement with the Coachella Valley Water District

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

Recommendation: Approve Amendment No. 1 to the Operational Activities, Maintenance, and License Agreement for CV Link between the Coachella Valley Water District and CVAG

Transportation Committee: Due to timing, this issue was not included in the November agenda packet.

Background: On October 24, 2018, the CVAG Executive Committee approved an Operational Activities, Maintenance, and License Agreement (Agreement) for CV Link between the Coachella Valley Water District (CVWD) and Coachella Valley Association of Governments (CVAG). That Agreement allowed CVAG to construct CV Link, a multimodal pathway for use by pedestrians, bicyclists and electric vehicles, along the southern levee of the Whitewater River/Coachella Valley Stormwater Channel (Channel), between Date Palm Drive in Cathedral City and Avenue 56 in Coachella.

CVWD provides flood protection within the Channel and has been a key partner in the design and construction of CV Link. With the pathway now built, CVWD can no longer effectively perform operation and maintenance activities along the southern levee and outer bank of the Channel as it is restricted from access. Per the Agreement, the Channel right-of-way between CV Link and the Channel property line, often contiguous to fences and block walls of private property owners, will be maintained by CVAG. In addition, the Agreement states that CVWD will compensate CVAG to perform maintenance of the area using an annual base rate methodology (Base Rate). The Base Rate shall be adjusted annually up to a maximum of four percent (4%) based on the Consumer Price Index for the Los Angeles-Long Beach-Anaheim area.

The Base Rate was developed using previous operation and maintenance costs of the southern levee of the Channel. The existing Agreement outlines that CVAG will be reimbursed up to \$173,320, plus an annual escalator, for the Channel segment between Washington Street in La Quinta and Dillon Road in Coachella. The 2026 Base Rate for this Channel segment has increased to \$216,031.

Staff, in collaboration with staff at CVWD, is now recommending approval of Amendment No. 1 (Attachment A) to the existing Agreement in order to incorporate the section of CV Link from Dillon Road to Avenue 56 in Coachella. The 2026 Base Rate for all maintenance activities to be performed by CVAG along CV Link between Dillon Road and Avenue 56 in Coachella is an

additional \$141,972, representing a cumulative maximum reimbursable 2026 Base Rate of \$358,003.

Key responsibilities under the Agreement remain the same. CVAG responsibilities in the Agreement include:

- All planning, environmental, design, construction, and maintenance of the CV Link, including all concrete, under-crossing, guardrails, lighting, trash, and additional scopes of work as identified on Exhibit C;
- Coordination of all CV Link detours that are necessary for CVWD to perform maintenance within the Channel;
- Adhering to all applicable state and federal laws, including state and federal environmental compliance, regarding the construction or maintenance of CV Link;
- Addressing CV Link customer service questions regarding dust, graffiti, or illegal activities; and
- Indemnifying CVWD for all items related to the construction, installation, repair, maintenance and operation of the CV Link.

Key CVWD responsibilities in the Agreement include:

- Facilitation of a construction permit for CVAG, or its contractor, for CV Link;
- All maintenance of the inner banks, and northerly outer bank of the Channel, including dust control;
- All outer bank maintenance due to major flooding, earthquake, or outside typical maintenance activities;
- All dust control and complaints regarding dust control of the inner banks of the Channel;
- Providing CVAG with three days' notice for CVWD operation and maintenance activities that require a detour or closure of the pathway; and
- Review and approval of CV Link expenses and reconciliation of Base Rate annually.

CVWD staff recently contacted CVAG about the timing of the amendment, but it was too late to make the agenda for CVAG Transportation Committee's November 3 meeting. CVAG staff is now recommending the Executive Committee's approval of Amendment No. 1. This follows CVWD Board of Directors' own approval of the amendment at their November 18 meeting, when and CVAG staff provided a letter of support for their Board's action.

Fiscal Analysis: Amendment No. 1 to the Agreement outlines that CVWD will provide CVAG with an annual Base Rate as compensation to perform maintenance activities along the levee and outer bank of the Channel which is no longer accessible by CVWD.

Moving forward, the Base Rate for the above-noted maintenance activities will be included in the CVWD Operating Budget and reimbursed to CVAG upon approval of actual maintenance activities performed up to a maximum of \$358,003. The Base Rate will be adjusted annually up to a maximum of four percent based on the Consumer Price Index for the Los Angeles-Long Beach-Anaheim area.

Attachment: Amendment No. 1, with Original Agreement as Exhibit A

**FIRST AMENDMENT
TO
CV LINK OPERATIONAL ACTIVITIES, MAINTENANCE, AND LICENSE
AGREEMENT
BETWEEN
COACHELLA VALLEY WATER DISTRICT
AND
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

This FIRST AMENDMENT TO CV LINK OPERATIONAL ACTIVITIES, MAINTENANCE, AND LICENSE AGREEMENT (“**Amendment**”) is made this ____ day of November, 2025, by and between the Coachella Valley Water District, a public agency (“**CVWD**”) and the Coachella Valley Association of Governments, a joint powers authority, (“**CVAG**”).

1. RECITALS

1.1 The parties entered into that certain CV Link Operational Activities, Maintenance, And License Agreement, dated October 24, 2018 (“**Agreement**”), a copy of which is attached hereto as **Exhibit “1”** and incorporated herein by reference. Unless otherwise mentioned, all terms in this Amendment shall have the same definition as set forth in the Agreement;

1.2 The Agreement provides, among other things, for CVWD to grant CVAG a nonexclusive license to utilize the Property to complete the Project in exchange for CVAG’s completion and implementation of the Project as well as the operation, maintenance and repair of CV Link.

1.3 Section 6 of the Agreement provides that CVWD shall reimburse CVAG for actual expenses on an annual basis for Base Rate Expenses for maintenance of the outer bank from the north edge of the southerly maintenance road to the south edge of the outer bank of the Property from Washington Street to Dillon Road. Section 6.1 provides that CVWD and CVAG may determine, at a future time mutually agreeable to the parties, the Base Rate Expenses for maintenance of the outer bank as depicted in the Agreement, at which time the parties would amend the Agreement to update the amount of Base Rate Expenses and the maintenance areas covered.

1.4 Section 19 of the Agreement provides that the Agreement may not be amended, changed or modified orally, except by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

1.5 The parties desire to enter into this Amendment in order to agree to the update of the amount of Base Rate Expenses and the maintenance areas covered, as provided for in Section 6 of the Agreement. In addition, the parties desire to change the Consumer Price Index designated in Section 6.1(a) from the Los Angeles-Anaheim-Riverside Area to the Los Angeles-Long Beach-Anaheim Area

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. COMPENSATION Section 6.1 of the Agreement is hereby deleted and replaced, in its entirety, with the following:

“6.1 CVWD shall reimburse CVAG for actual expenses on an annual basis for Base Rate Expenses (as such term is defined below) up to A MAXIMUM OF Three Hundred And Fifty-Eight Thousand And Three Dollars (\$358,003) for maintenance of the following:

- (i) Date Palm Drive to Washington Street: Segments A and B, as depicted in Sheets 1, 2 and 3 of **Exhibit “A;”**
- (ii) Washington Street to Dillon Road: Segment C, as depicted in Sheets 3, 4 and 5 of **Exhibit “A;”** and
- (iii) Dillon Road to Airport Boulevard (Avenue 56): Segment C, as depicted in Sheets 5 and 6 of **Exhibit “A”**.

(a) **“Base Rate Expenses”** means the substantiated annual operating expenses associated with maintenance and administration of the Flood Control System on the Property. The Base Rate Expenses will increase annually by way of an automatic adjustment at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the Consumer Price Index for “All Urban Consumers” in the Los Angeles-Long Beach-Anaheim Area, measured as of the month of December in the calendar year which ends in the previous fiscal year, not to exceed four percent (4%). Actual expenses may vary substantially along the Property, however, any actual expenses exceeding Twenty-Five Thousand Dollars (\$25,000) per mile per year requires additional justification by CVAG and approval by the CVWD General Manager.”

4. BALANCE OF AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT Except as expressly modified by this Amendment, all of the terms, conditions, agreements and understandings contained in the Agreement shall remain unchanged and in full force and effect, the same are hereby expressly ratified and confirmed by the Parties and any references to the Agreement herein or in the Agreement shall mean the Agreement as amended by this Amendment.

5. COUNTERPARTS This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

6. SEVERABILITY Any provision of this Amendment adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition or invalidity and shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Amendment.

**SIGNATURE PAGE TO
FIRST AMENDMENT TO
CV LINK OPERATIONAL ACTIVITIES, MAINTENANCE, AND LICENSE
AGREEMENT
BETWEEN
COACHELLA VALLEY WATER DISTRICT
AND
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

**Coachella Valley Water District,
a public agency of the State of California**

**Coachella Valley Association of
Governments, a joint powers authority**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

EXHIBIT “1”

COPY OF

CV LINK OPERATIONAL ACTIVITIES, MAINTENANCE, AND LICENSE
AGREEMENT

[Attached behind this page]

**CV LINK OPERATIONAL ACTIVITIES, MAINTENANCE, AND LICENSE
AGREEMENT
BETWEEN
COACHELLA VALLEY WATER DISTRICT
AND
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

This CV Link Operational Activities, Maintenance, and License Agreement (the “**Agreement**”) is made and entered into this 24th day of October, 2018, by and between Coachella Valley Association of Governments, a joint powers authority, (“**CVAG**”) and Coachella Valley Water District, a public agency of the State of California (“**CVWD**”). CVAG and CVWD are sometimes referred to herein individually as a “party” or collectively as “parties”.

1. RECITALS

1.1 CVWD is the owner of certain real property and the owner of certain easement rights located in the County of Riverside, California, starting along the southerly bank of the channel east of Date Palm Drive in Cathedral City and generally heading southeasterly to Airport Boulevard within the City of Coachella within the Coachella Valley (the “**Property**”). A general depiction is attached hereto and incorporated herein as **Exhibit “A”**. For purposes of this Agreement, the Property is divided into six separate segments identified in Sheets 1-6 of **Exhibit “A”**.

1.2 CVWD uses the Property as a flood control channel to protect human life and property and for related purposes which fulfill its public function. CVWD operates and maintains facilities located within, under, or upon the Property including a portion of the Whitewater River and Coachella Valley Stormwater Channel (the “**WRSWC/CVSC**” or “**Flood Control System**”), sanitation, non-potable water, domestic water, and irrigation systems (collectively, “**CVWD Facilities**”).

1.3 CVAG is advancing a project known as “CV Link,” a multimodal transportation facility that will connect the communities of the Coachella Valley by providing a means to travel by foot, bicycle, electric mobility device, or low-speed electric vehicle rather than by automobile. CV Link will extend over the Property, as well as over real property for which CVWD has no ownership or easement interest. The rights and obligations arising from this Agreement shall only apply to the Property. The transportation facility, including all permanent improvements, to be built on the Property will herein be referred to as “**CV Link**” or the “**Project**,” interchangeably.

1.4 CVAG desires to construct CV Link along one of the maintenance roads of WRSWC/CVSC which involves some grading and improvements to the inner and outer banks of the stormwater channel on the Property. CVAG’s proposed improvements are generally depicted in **Exhibit A**. CVWD shall assign drawings numbers, which shall be attached hereto, as they become available, as **Exhibit “B”**, and collectively referred to as “**CVAG Improvements**”.

1.5 CVWD desires to grant CVAG a nonexclusive license to utilize the Property to complete the Project pursuant to the terms and conditions of this Agreement, in exchange for CVAG's completion and implementation of the Project, including project management, engineering design, construction, procurement and management of contractors, in accordance with all federal, state and local environmental laws, and the operation, maintenance and repair of CV Link.

1.6 The parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to CV Link.

NOW, THEREFORE, the recitals set forth above are part of this Agreement below and are incorporated herein, and the parties agree as follows:

2. **CONSTRUCTION**. CVAG agrees to apply for and obtain a Construction Permit, on its own accord or through and under its contractor, from CVWD prior to construction of any section of CV Link on the Property. CVAG acknowledges and agrees that construction of CV Link on the Property will be subject to CVWD inspection to assure that the CVAG Improvements are substantially consistent with **Exhibit A**.

3. **LICENSE**. Pursuant to the terms of this Agreement, in exchange for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CVWD hereby grants CVAG, including CVAG's agents, employees, contractors, and consultants, a nonexclusive license to enter the Property for the purpose of the Project's operation and maintenance. The access granted herein is on an "AS-IS" basis and CVWD makes no representation or warranty of any kind regarding the condition of the Property. CVAG acknowledges and agrees that this license ("License") does not extend to any area outside of the Property. CVAG acknowledges that CVWD may only hold an easement in some portions of the Property and agrees that CVAG must independently pursue and obtain any right-of-way that may be required for CV Link, from the underlying fee owner, which may include private persons, entities, various tribes, and/or the Bureau of Indian Affairs.

4. **CVAG RESPONSIBILITIES**.

4.1 Throughout the term of this Agreement, CVAG agrees:

(a) To be the lead agency and to diligently undertake all project management, planning, environmental, design, and construction work on the Project, including the selection and retention of consultants and contractors ("**Construction Activities**"). Any CV Link-related consultants, contractors, or sub-contractors hired by CVAG are subject to the terms and conditions of this Agreement, including but not limited to the indemnity and insurance provisions of Sections 8 and 12 respectively.

(b) To maintain any portion of the CV Link that is under construction, open to the public, and/or operational, including all improvements such as concrete, under-crossings, CV Link related improvements to the inner bank, guardrails, lighting, conduits, electrical pull boxes, solar technology, restrooms, charging stations, and garbage and trash facilities ("**Maintenance Activities**"). Maintenance Activities shall include the disposal of any and all trash accumulating

along the outer bank, the maintenance of the outer bank of the Property (subject to Section 6.1), as further delineated below.

(c) To perform operational activities including facilitation of CV Link detours, closures (complete or partial) and access for CVWD ("**Operational Activities**"). CVAG acknowledges that CVWD's use of the Property as a flood control channel to protect human life and property may require CVAG's immediate performance of the Operational Activities. CVAG agrees to perform the Operational Activities within the time constraints required by CVWD.

(d) To keep itself and all contractors, subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the construction of the improvements, including, without limitation, CVWD Ordinance No. 1234; Riverside County Ordinance 458; all applicable provisions of the local ordinances regulating discharges of stormwater; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California Regional Water Quality Control Board, Colorado Region, Order No. R7-2013-0011 (NPDES Permit No. CAS617002) and State Water Resources Control Board ("**State Board**") Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ ("**Construction General Permit**"); all local design standards for municipal storm drain permits ("**MS4 Permits**"), and any amendment or renewal thereof.

(e) To be responsible, at its sole expense, for compliance with the laws of the State of California and the United States, including, but not limited to, applicable state and federal environmental laws, such as the California Environmental Quality Act ("**CEQA**"), the National Environmental Policy Act ("**NEPA**"), California Public Resources Code section 21000 et seq., and the Federal Endangered Species Act and the California Endangered Species Act, (collectively "**Environmental Laws**") applicable to the design and construction of the Project. CVAG shall be solely responsible for compliance with any conditions and mitigation measures required as a part of the compliance with the Environmental Laws. CVAG shall ensure that a public agency of the State of California acceptable to CVWD acts as lead agency for the purposes of complying with CEQA, or CVWD may elect, but shall have no obligation, to act as lead agency for the purposes of this Agreement. As part of its obligation to comply with CEQA and applicable Environmental Laws, CVAG shall prepare or cause to be prepared, at its sole cost, all instruments, documents, reports and other like or kind writings required to be prepared and/or filed by CEQA and applicable Environmental Laws.

(f) To comply with the lawful requirements of CVWD, and any municipality, drainage district, or other local agency with jurisdiction over the location where CV Link is to be located, regarding discharges of stormwater to separate storm drainage systems or watercourses.

(g) To comply with all aspects of the Construction General Permit, including any amendment or renewal thereof, for any project that involves construction on or disturbance of one acre or more of land or which are part of a large common area of development or sale that disturbs one acre or more.

(h) To provide CVWD with schedules for the construction, operation, and maintenance of the Project.

(i) To be solely responsible, financially and otherwise, for the repair and restoration of CV Link in the event of any damage to CV Link due to illegal activities.

(j) To be solely responsible, financially and otherwise for the repair and restoration of CVWD Facilities due to illegal activity associated with CV Link. In the event, CVAG does not meet its obligations under this subsection in a reasonable timeframe, or after notice to CVAG, CVWD may, but shall not be required to, enter the Property to complete the Construction, Maintenance, Operational Activities, or the repair or restoration of CVWD Facilities. In the event of repair or replacement by CVWD, CVWD shall be entitled to reimbursement of all costs, fees and expenses incurred for the restoration or repair plus a management fee of fifteen (15) percent within thirty (30) calendar days of a demand by CVWD for such reimbursement.

(k) To avail CVWD of the opportunity to use CVAG's contractors to restore or repair adjacent CVWD facilities that have been damaged by illegal activities. In the event CVWD requests such assistance and CVAG agrees to provide such assistance, CVAG will invoice for its direct cost.

(l) To accept telephonic complaints about CV Link and to provide current information about closures, partial closures and detour information on CVAG's website.

(m) To answer questions of residents and visitors relating to Construction, Maintenance, and Operational Activities of CV Link.

(n) To ensure all of CVAG's responsibilities under this Agreement are fulfilled as defined in the attached "Scope of Work" labeled as Exhibit "C" and incorporated herein.

(o) To designate one individual as the CV Link Manager (as such term is defined in Section 7 of this Agreement) who will act as the point of contact for CVWD and who will ensure that all Construction, Maintenance and Operational Activities on the Property are carried out in a safe and efficient manner.

(p) To indemnify and hold harmless CVWD, its authorized officers, employees, agents and volunteers from any and against, all claims, damages, losses and expenses, pursuant to Section 8 of this Agreement.

(q) To take any and all reasonable measures, including the installation of appropriate signage, to mitigate the public's trespassing onto CVWD Property, especially within the Flood Control System area.

(r) To install and maintain landscape (not to be located within 10 feet of existing concrete slope protection) and associated irrigation systems, at its sole expense.

(s) To prohibit and enforce the prohibition of the following activities on CV Link facilities: posting of handbills and flyers; use of grocery carts; and camping or over-night

occupancy (collectively "**Prohibited Activities**"). CVAG agrees to dispose of any and all handbills, flyers, or other items associated with the Prohibited Activities, accumulating along the inner and outer bank. CVAG agrees to post appropriate signage on CV Link to give notice of Prohibited Activities to visitors and residents.

(t) To obtain and maintain in full force and effect during the term of this Agreement, the insurance coverages listed on Exhibit "D" attached hereto and by this reference incorporated herein.

(u) To ensure that CVWD is a named additional insured in the insurance policies provided by CVAG's Contractor pursuant to Exhibit "D".

5. CVWD RESPONSIBILITIES.

5.1 Throughout the term of this Agreement, CVWD agrees:

(a) To issue a Construction Permit to CVAG for Construction Activities upon receipt of an acceptable application and fee from CVAG or Contractor.

(b) To perform all grading activity on the inner banks of the Flood Control System on the Property.

(c) To perform all major grading activity on the outer banks unrelated to CV Link, such as might result from major flooding, earthquake, or other degradation due to an act of God, over and above typical operation and maintenance.

(d) To answer visitor complaints relating to dust control of the main channel.

(e) To give CVAG three (3) days' notice prior to conducting CVWD's routine maintenance and operation that requires CV Link closure. Any emergency maintenance that requires CV Link closure will be coordinated immediately.

(f) To compensate CVAG pursuant to Section 6 of this Agreement.

(g) To take reasonable steps, except in the case of an operational or maintenance emergency, to not damage CV Link during the course of normal operations.

6. COMPENSATION

6.1 CVWD shall reimburse CVAG for actual expenses on an annual basis for Base Rate Expenses (as such term is defined below) up to A MAXIMUM OF One Hundred Seventy-Three Thousand Three Hundred Twenty Dollars (\$173,320.00) for maintenance of the outer bank from the north edge of the southerly maintenance road to the south edge of the outer bank of the Property from Washington Street to Dillon Road, as depicted in Sheets 3-5 of Exhibit "A". As of the execution date of this Agreement, CVWD shall continue to maintain and CVAG shall not be reimbursed for Base Rate Expense relating to maintenance from: (i) the northerly edge of the southerly maintenance road to the southerly edge of the outer bank of the Property from Date Palm Drive to Washington Street as depicted in Sheets 1-2 of Exhibit "A", nor from

(ii) the northerly edge of the southerly maintenance road to the southerly edge of the outer bank the Property from Dillon Road to Airport Boulevard as depicted in Sheet 6 of Exhibit "A". However, CVWD and CVAG agree to determine, at a future time mutually agreeable to the parties, the Base Rate Expenses for maintenance of the outer bank as depicted in Sheets 1-2 and 6 of Exhibit "A", at which time the parties shall amend this Agreement to update the amount of Base Rate Expenses and the maintenance areas covered.

(a) **"Base Rate Expenses"** means the substantiated annual operating expenses associated with maintenance and administration of the Flood Control System on the Property. The Base Rate Expenses will increase annually by way of an automatic adjustment at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the Consumer Price Index for "All Urban Consumers" in the Los Angeles-Anaheim-Riverside Area, measured as of the month of December in the calendar year which ends in the previous fiscal year, not to exceed four percent (4%). Actual expenses may vary substantially along the Property, however, any actual expenses exceeding Twenty-Five Thousand Dollars (\$25,000) per mile per year requires additional justification by CVAG and approval by the CVWD General Manager.

6.2 CVAG shall provide to CVWD a detailed accounting of costs associated with maintenance activities and quarterly invoices within ten (10) days of the conclusion of each quarter. CVAG shall not be entitled to any reimbursement in excess of its substantiated Base Rate Expenses. CVAG shall provide CVWD a progress report of actual expenses after five (5) years of initiating maintenance activities for the project. The progress report will include a review and assessment of the effectiveness of the maintenance program, the adequacy of available funding and provide projections and recommendations for adjustments to this agreement and/or the Maintenance program. In the event the progress report demonstrates that the funding provided under this Agreement is inadequate to cover the cost of maintenance from the north edge of the southerly maintenance road to the south edge of the outer bank, CVAG and CVWD may renegotiate the amount of Base Rate Expenses after five (5) years from the execution date of this Agreement.

6.3 CVWD shall reimburse CVAG within thirty (30) days of receipt of invoices, in lawful money of the United States of America to CVAG at:

Coachella Valley Association of Governments
Attn: Finance Department
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

6.4 In the event of a dispute regarding the qualification of expenses as Base Rate Expenses, CVWD shall pay the amounts due under this Agreement minus the disputed amount, and the parties shall diligently proceed to resolve such disputed amount.

6.5 CVWD agrees to pay a late fee of one and one half percent (1.5%) for each invoice that remains unpaid thirty (30) days after the due date stated on the invoice. There shall be no late fee on amounts subject to dispute pursuant to Section 6.4 of this Agreement.

7. COORDINATION OF WORK; SUBMITTALS; CV LINK MANAGER.

7.1 CVAG shall determine the means by which it will maintain CV Link in accordance with the "Scope of Work" attached and incorporated herein as Exhibit "C."

7.2 On request, CVAG will submit to CVWD any samples, product data, certificates, operations, and maintenance instructions, guarantees, and other submittals no later than fifteen (15) calendar days after CVWD issues a demand for such information.

7.3 CVAG will prepare and submit a detailed written report to CVWD on a quarterly basis, within ten (10) days of the conclusion of each quarter, describing maintenance and operation activities and locations, crew sizes of general and subcontractors (if applicable), start or completion of activities, progress on maintenance or operation activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, equipment used, personal injuries or damage to property, and such additional information as CVWD may reasonably request.

7.4 CVAG shall designate one (1) individual who shall act as the point of contact for CVWD regarding all Construction, Maintenance and Operational Activities ("CV Link Manager"). The CV Link Manager will also be responsible for:

(a) Coordinating with CVWD to ensure daily activities are completed in an organized and safe manner, in alignment with any CVWD-related activities.

(b) Unloading, hoisting, storing, transporting and otherwise handling their own materials, supplies and equipment.

(c) Researching and complying with all local codes, agencies and jurisdictions regulating or governing the duties described in the Scope of Work.

(d) Establishing, identifying, coordinating, providing safe access, and obtaining all inspections for Construction, Maintenance, and Operational Activities, as required by any authorized agency or applicable code, prior to covering up work.

7.5 CVWD shall not be required to contact any other individual or entity, aside from the CV Link Manager, regarding the aforementioned issues.

8. INDEMNIFICATION.

8.1 CVAG, on its own behalf and on behalf of successor entities, shall defend, indemnify and hold CVWD, its officers, directors, administrators, representatives, consultants, engineers, employees and agents, their successors and assigns (collectively "Indemnitees") free and harmless from and against any and all claims, actions, causes of action, damages, demands, liabilities, costs (including, without limitation, reasonable attorneys' fees), losses and expenses of every type and description ("Claims" and "Costs") to which CVWD and the Indemnitees may be subjected resulting from or arising out of this Agreement or the construction, installation, repair, maintenance and operation of CV Link on the Property. The forgoing indemnity shall not apply to the extent that such Claims and Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of CVWD or its

Indemnitees. CVWD shall make all decisions regarding its representation in any legal proceeding described in this Agreement. If CVAG fails to indemnify CVWD, CVWD shall have the right, but not the obligation, to defend against the matters described herein and charge all direct or incidental Costs of such defense to CVAG and recover the same from CVAG.

8.2 CVWD, on its own behalf and on behalf of successor entities, shall defend, indemnify and hold CVAG, its officers, directors, administrators, representatives, consultants, engineers, employees and agents, their successors and assigns (collectively "CVAG Indemnitees") free and harmless from and against any and all claims, actions, causes of action, damages, demands, liabilities, costs (including, without limitation, reasonable attorneys' fees), losses and expenses of every type and description ("Claims" and "Costs") to which CVAG and the CVAG Indemnitees may be subjected resulting from or arising out of and to the extent of CVWD's gross negligence or willful misconduct in connection with its activities on the Property. If CVWD fails to indemnify CVAG, CVAG shall have the right, but not the obligation, to defend against the matters described herein and charge all direct or incidental Costs of such defense to CVWD and recover the same from CVWD.

8.3 Storm, surface, ground, nuisance, or other waters may be encountered at various times during Construction and/or Maintenance Activities thereafter. CVAG hereby acknowledges and agrees that there are certain inherent risks and dangers associated with such waters; and that, except as expressly set forth herein, it knowingly and voluntarily accepts and assumes responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Construction and/or Maintenance Activities. Such inherent risks and dangers include, but are not limited to: flooding, health hazards, slippery ground, uneven surfaces, and debris.

8.4 CVWD shall not be responsible for any part of CV Link either within or outside the Property area. If the Construction and/or Maintenance Activities cause damage to CVWD Facilities or any CVWD Facilities or property, CVAG and CVAG's successor entities shall reimburse any cost incurred by CVWD in repairing such damage. Such costs shall be paid by CVAG and its successor entities within thirty (30) calendar days following receipt of an invoice from CVWD.

8.5 If operation, repair, maintenance, or emergency work on CVWD Facilities by or on behalf of CVWD requires removal of all or part of CV Link, CVWD will not be liable for any damage to or repair of CV Link, if any, located within or around the Property. Unless resulting from the gross negligence or willful misconduct of CVWD or the Indemnitees (as held by final determination of a court of competent jurisdiction), CVWD or its Indemnitees will not be liable for any death, injury or other property damage caused or claimed to be caused by CVWD's exercise of its rights with respect to the maintenance, repair, replacement and operation of the Flood Control System.

8.6 CVAG shall be responsible, at CVAG's sole cost and expense, for the repair, replacement, and removal of any CVAG Improvements or CVAG property disturbed, broken, or destroyed by CVWD in the course of operating, repairing, or performing emergency work on CVWD Facilities. Under no circumstances other than the gross negligence or willful misconduct by CVWD or its agents or employees shall CVAG be entitled to compensation for damage or

destruction of any personal property or improvements on the Property or any interruption of or interference with CVAG's conduct of business and CVAG hereby releases and waives the right of claim, loss, damage or action against CVWD arising out of or in connection with the same.

8.7 As an inducement to CVWD to allow CVAG to maintain CV Link, on their own behalf and on behalf of successor entities, CVAG hereby releases CVWD and waives any claims against CVWD in connection with the Agreement. This waiver shall not apply to Claims that are ultimately established by a final determination of a court of competent jurisdiction, to have been caused by the gross negligence or willful misconduct of CVWD or the Indemnitees. CVAG and CVWD intend that this Agreement be effective as a full and final release of the above matters released hereby.

9. **CONFLICT OF INTEREST.** CVAG shall not engage directly or indirectly in any activity which materially conflicts with CVAG's faithful performance of services, commitments, and obligations undertaken to be performed pursuant to this Agreement.

10. **ATTORNEYS' FEES.** In the event of any legal action or proceeding arising from or related in any way to a breach of or enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

11. **TERMINATION.**

11.1 In the event CVAG fails to perform any material obligation required by this Agreement, CVWD shall demand in writing that CVAG cure such non-performance. CVAG shall have thirty (30) calendar days after receipt of such demand to cure or to commence the cure if the cure cannot reasonably be accomplished within 30 days. In the event CVAG fails to cure a default within the thirty (30) day period, or in the case of a default that cannot be reasonably cured within 30 days, to commence to cure the default within 30 days and complete the cure with reasonable diligence, CVWD may terminate this Agreement. Following a termination, CVWD shall have the right to take whatever reasonable steps it deems necessary to correct CVAG's deficiencies and charge the cost thereof to CVAG, who shall be liable for the full cost of CVWD's corrective action, including reasonable overhead and attorneys' fees.

11.2 Notwithstanding any other provision, this Agreement may be terminated by CVWD as to all or any portion of the Property if CVWD determines that such termination is necessary in order to protect human lives or property against those hazards for which CVWD has responsibility as a public agency. Any such termination will be affected with maximum possible notice to CVAG consistent with the nature of circumstances threatening public safety.

12. **INSURANCE.** CVAG, along with any CV Link related contractors, subcontractors, or consultants of CVAG, shall, throughout the Term, comply with and maintain the insurance coverages described in the "Insurance Requirements" of CVWD, a current copy of which is attached hereto as **Exhibit "D"**. CVWD's Insurance Requirements are periodically updated to reflect adjustments in insurance amounts and types of coverage. As such Insurance Requirements are adjusted from time to time, CVWD will provide written notice to CVAG of changes in the Insurance Requirements, after which CVAG will have thirty (30) calendar days within which to

implement any changes. CVAG, along with any contractors, sub-contractors, or consultants of CVAG must provide CVWD with evidence of insurance coverages meeting the requirements of **Exhibit "D"**.

13. **NOTICES**. All notices permitted or required under this Agreement shall be given at the following address or at such other address as the parties may provide in writing for this purpose:

Coachella Valley Water District:

P.O. Box 1058
Coachella, CA 92236

Attn: GENERAL MANAGER

Coachella Valley Association of Governments:

73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Attn: EXECUTIVE DIRECTOR

14. **WAIVER**. Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

15. **GOVERNING LAW**. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflicts of rules of law.

16. **JURISDICTION AND VENUE**. The parties agree that venue for any action brought to enforce the terms of this Agreement or arising out of this Agreement shall be in a court of competent jurisdiction in the County of Riverside, California, and consent to the jurisdiction thereof.

17. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

18. **ENTIRE AGREEMENT**. The parties agree that this Agreement constitutes the entire and only agreement between the parties with reference to the subject matter hereof and supersedes any prior agreement, oral or written, with respect thereto.

19. **MODIFICATION**. The provisions of this Agreement may not be amended, changed or modified orally, except by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

20. **SEVERABILITY**. Any provision of this Agreement adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition or invalidity and shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Agreement.

21. **NO INTERPRETATION AGAINST DRAFTER**. This Agreement is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived by the parties hereto.

22. **ASSIGNABILITY**. This Agreement shall not be assigned by either party without prior written consent of the other party; provided however, that any assignment by CVAG, in whole or in part, shall not release CVAG from its obligations under this Agreement. However, CVAG may transfer this Agreement in its entirety to a successor agency with CVWD's prior written consent, which shall not be unreasonably withheld.

23. **TIME**. Time is of the essence of this Agreement.

24. **NO THIRD PARTY BENEFICIARIES**. Except as set expressly set forth herein, no third party shall have the right to enforce any term of this Agreement.

25. **DISPUTE RESOLUTION**.

25.1 In the event there is a dispute between the parties with respect to their respective obligations under this Agreement, the parties agree to undertake the following dispute resolution measures to attempt to mutually resolve the dispute without recourse to legal action.

(a) First, either party may give written notice of a dispute and request an in person meeting of CVWD's General Manager and CVAG's Executive Director to attempt to resolve the dispute; and

(b) If the parties are unable to resolve a dispute within thirty (30) days of a party's written notice, then either party may submit the dispute to non-binding mediation with a mutually acceptable third party neutral. The parties will share the cost of mediation equally. If, following good faith efforts at mediation the dispute remains unresolved, either party may elect to pursue all available remedies at law or equity.

[Signatures on following page]

**SIGNATURE PAGE TO
CV LINK OPERATIONAL ACTIVITIES, MAINTENANCE, AND LICENSE
AGREEMENT
BETWEEN
COACHELLA VALLEY WATER DISTRICT
AND
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

**Coachella Valley Water District,
a public agency of the State of California**

By: _____

Printed Name: J. M. Barrett

Title: General Manager

Dated: 10.24.2018

**Coachella Valley Association of
Governments, a joint powers authority**

By: _____

Printed Name: GARY LEONG

Title: DEPUTY EXECUTIVE DIRECTOR

Dated: OCTOBER 5, 2018

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

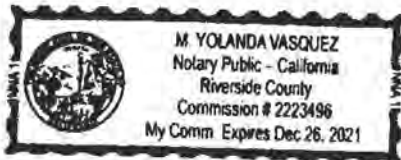
) ss.

County of Riverside)

On October 25, 2018, before me, M. Yolanda Vasquez, Notary Public, personally appeared J. M. Barrett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



M. Yolanda Vasquez
M. Yolanda Vasquez, Notary Public

(Seal)

COMMISSION NO. 2223496

MY COMMISSION EXPIRES DECEMBER 26, 2021

CAPACITY CLAIMED BY SIGNER: General Manager

SIGNER IS REPRESENTING: Coachella Valley Water District

Title or Type of Document:

CV Link Operational Activities, Maintenance, and License Agreement between Coachella Valley Water District and Coachella Valley Association of Governments

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Riverside)
 On 10/5/2018 before me, KERRIE ANN GODFREY, NOTARY PUBLIC
 Date Here Insert Name and Title of the Officer
 personally appeared GARY LEONG and no others
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kerrie Ann Godfrey
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement Document Date: Oct 5, 2018
 Number of Pages: 24 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: GARY LEONG
☒ Corporate Officer — Title(s): Rep. ED
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

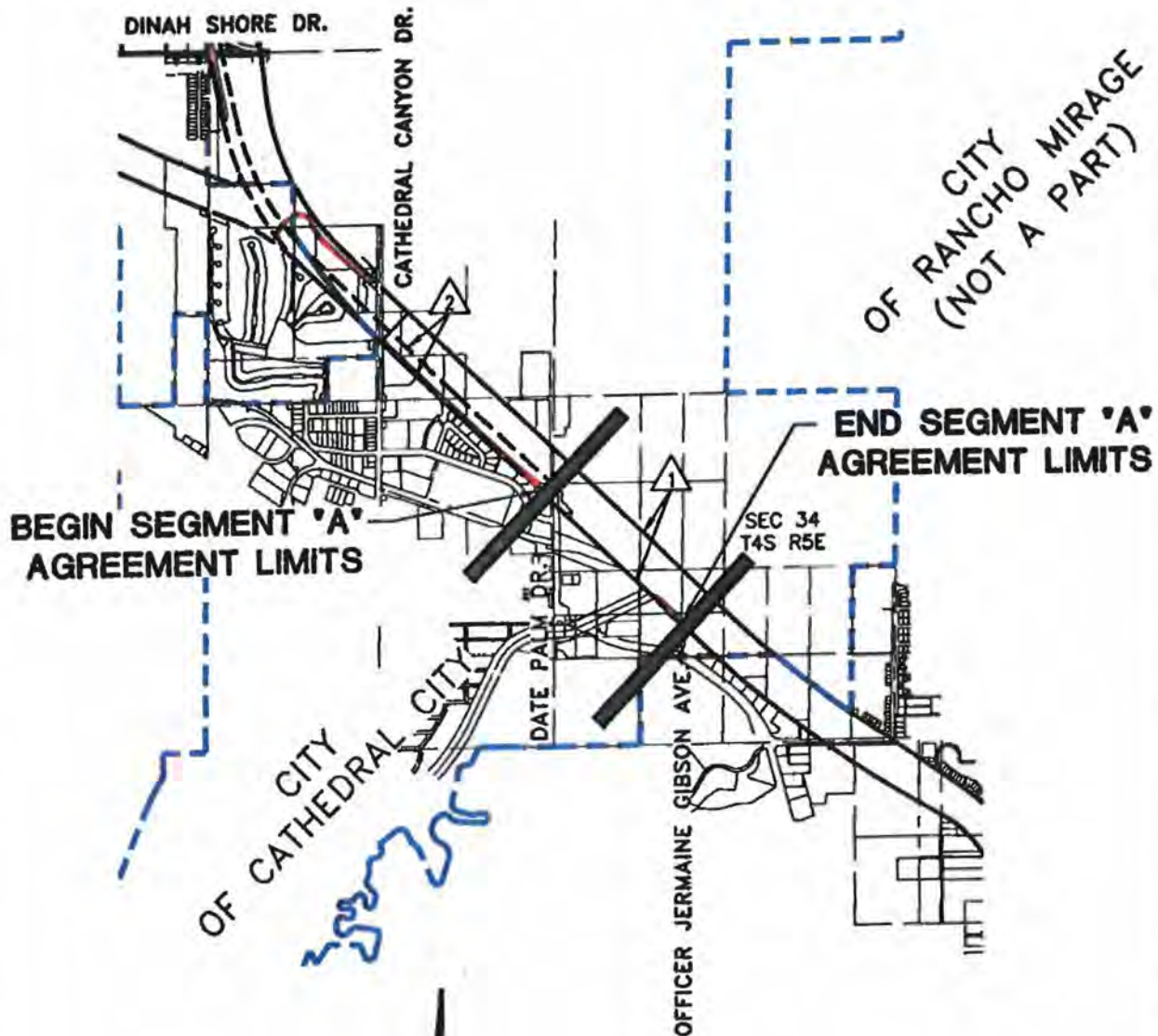
Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT "A"
CVWD Property

[Attached behind this page]

EXHIBIT 'A'

CV LINK CVWD AGREEMENT LIMITS – CATHEDRAL CITY SEGMENT "A"



LEGEND

- CV LINK
- CITY LIMITS
- 1 CVWD CHANNEL R/W
- 2 200' RCFC CHANNEL R/W

N.T.S.



MSA CONSULTING, INC.
PLANNING • CIVIL ENGINEERING
LAND SURVEYING

J.N. 2131

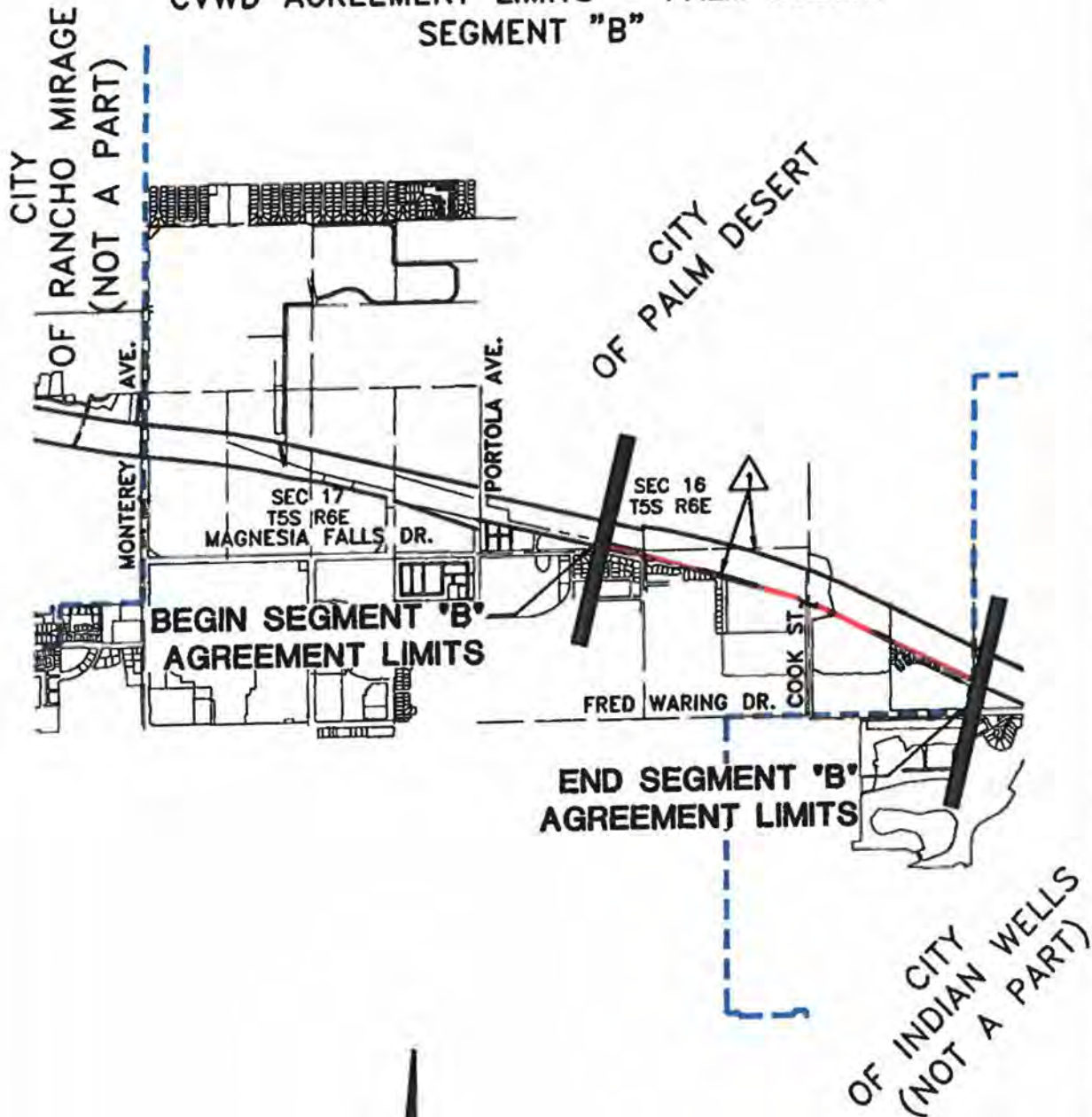
8/14/2018

SHEET 1 OF 6

EXHIBIT 'A'

CV LINK

CVWD AGREEMENT LIMITS - PALM DESERT
SEGMENT "B"



LEGEND

- CV LINK
- CITY LIMITS
- CVWD CHANNEL R/W
- 200' RCFC CHANNEL R/W



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LAND SURVEYING

J.N. 2131

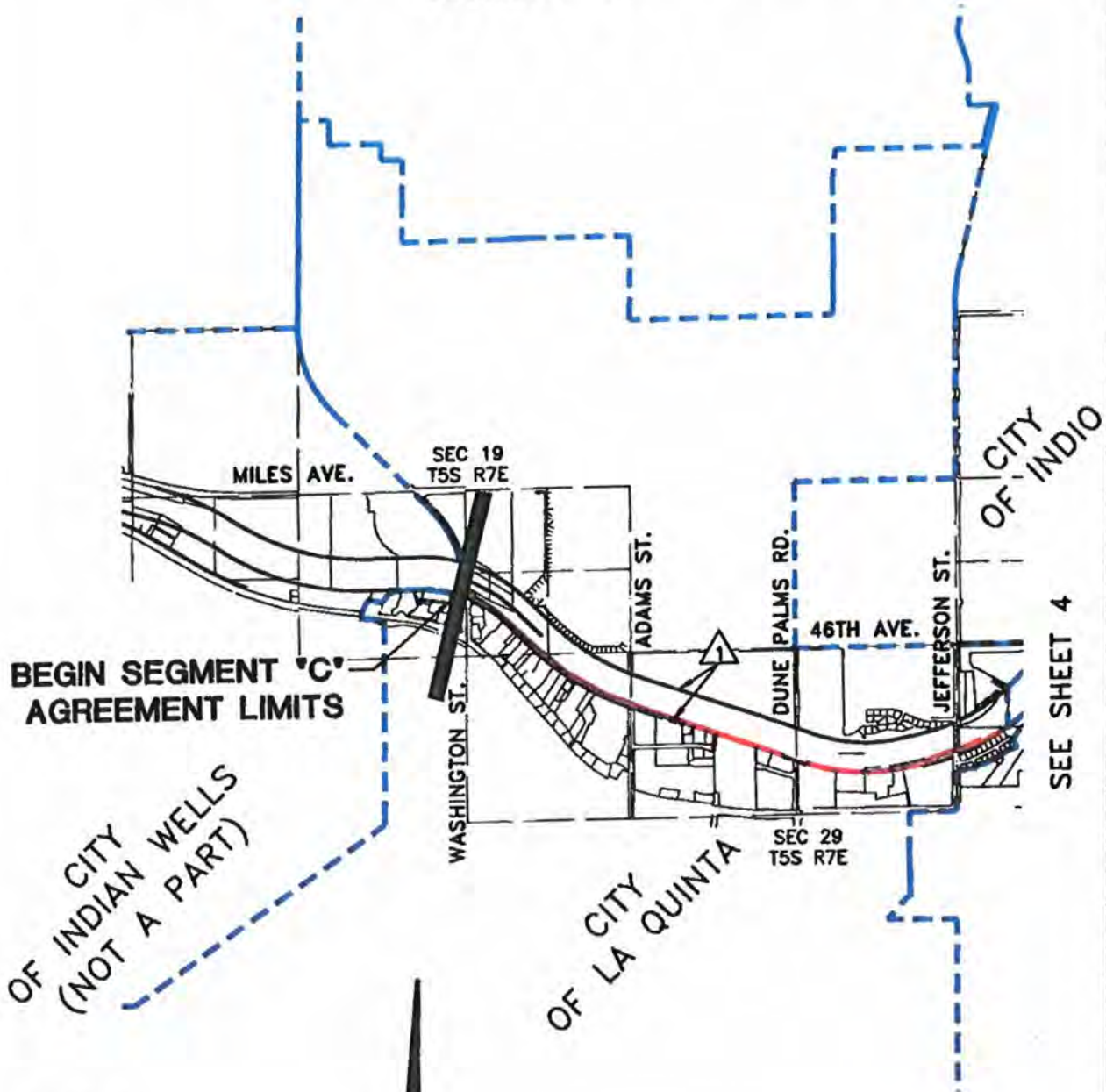
8/14/2018

SHEET 2 OF 6

EXHIBIT 'A'

CV LINK

CVWD AGREEMENT LIMITS - LA QUINTA/INDIO
SEGMENT "C"



LEGEND

- CV LINK
- CITY LIMITS
- 1 CVWD CHANNEL R/W
- 2 200' RCFC CHANNEL R/W



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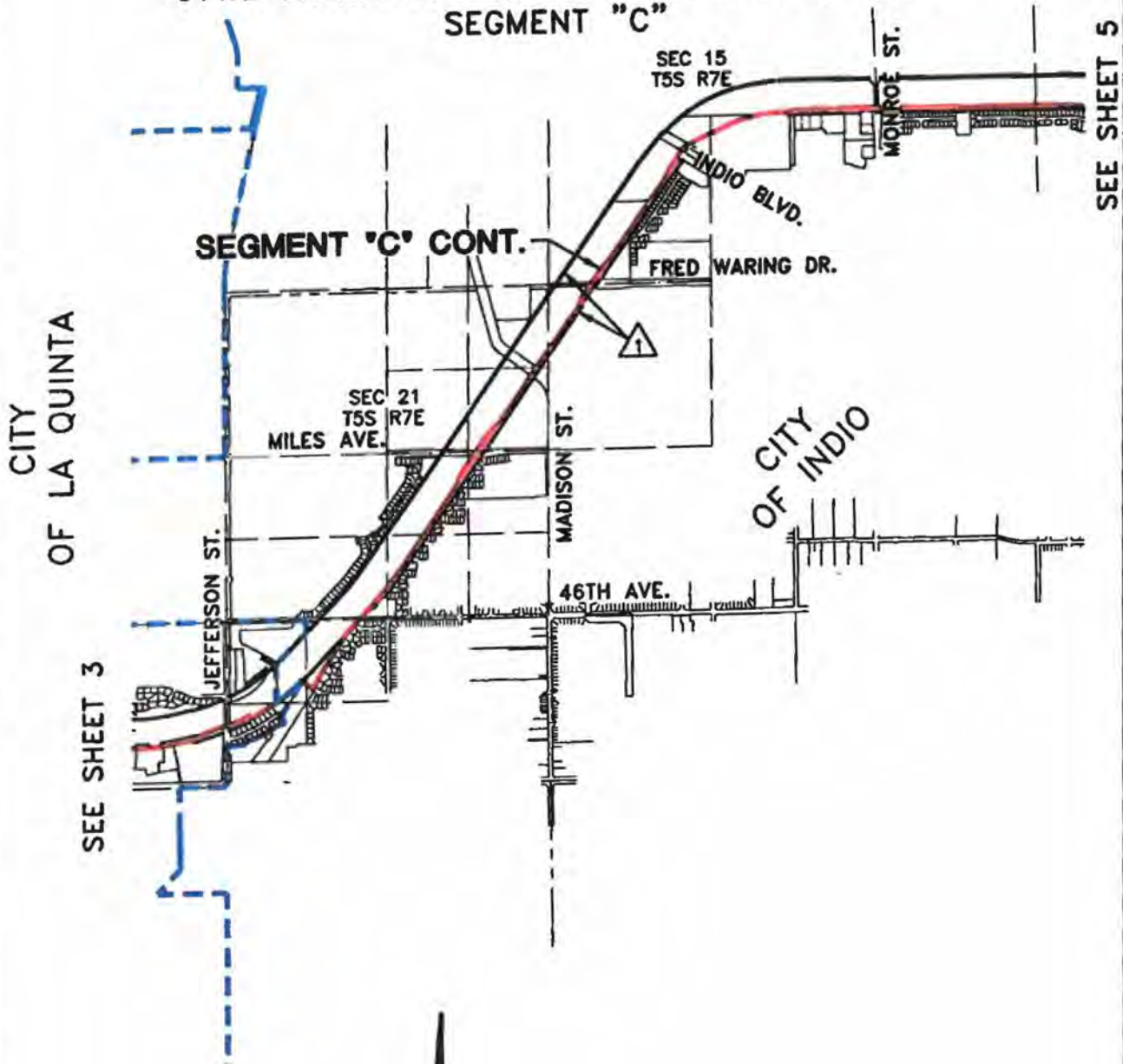
8/14/2018

SHEET 3 OF 6

EXHIBIT 'A'

CV LINK

CVWD AGREEMENT LIMITS - LA QUINTA/INDIO
SEGMENT "C"



LEGEND

- CV LINK
- CITY LIMITS
- CVWD CHANNEL R/W
- 200' RCFC CHANNEL R/W



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8/14/2018

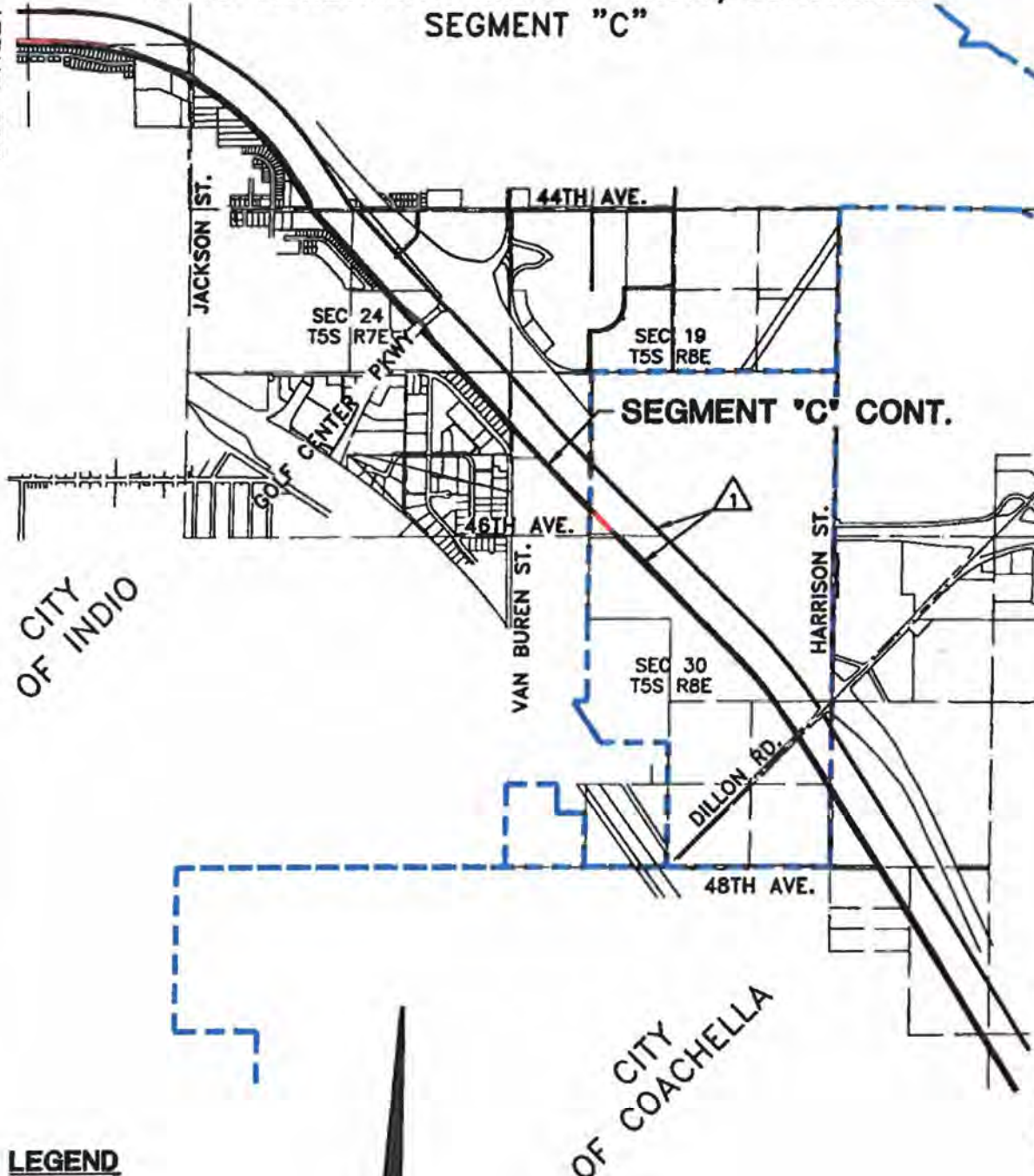
SHEET 4 OF 6

EXHIBIT 'A'

CV LINK

CVWD AGREEMENT LIMITS - INDIO/COACHELLA
SEGMENT "C"

SEE SHEET 4



LEGEND

- CV LINK
- CITY LIMITS
- 1 CVWD CHANNEL R/W
- 2 200' RCFC CHANNEL R/W



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LAND SURVEYING

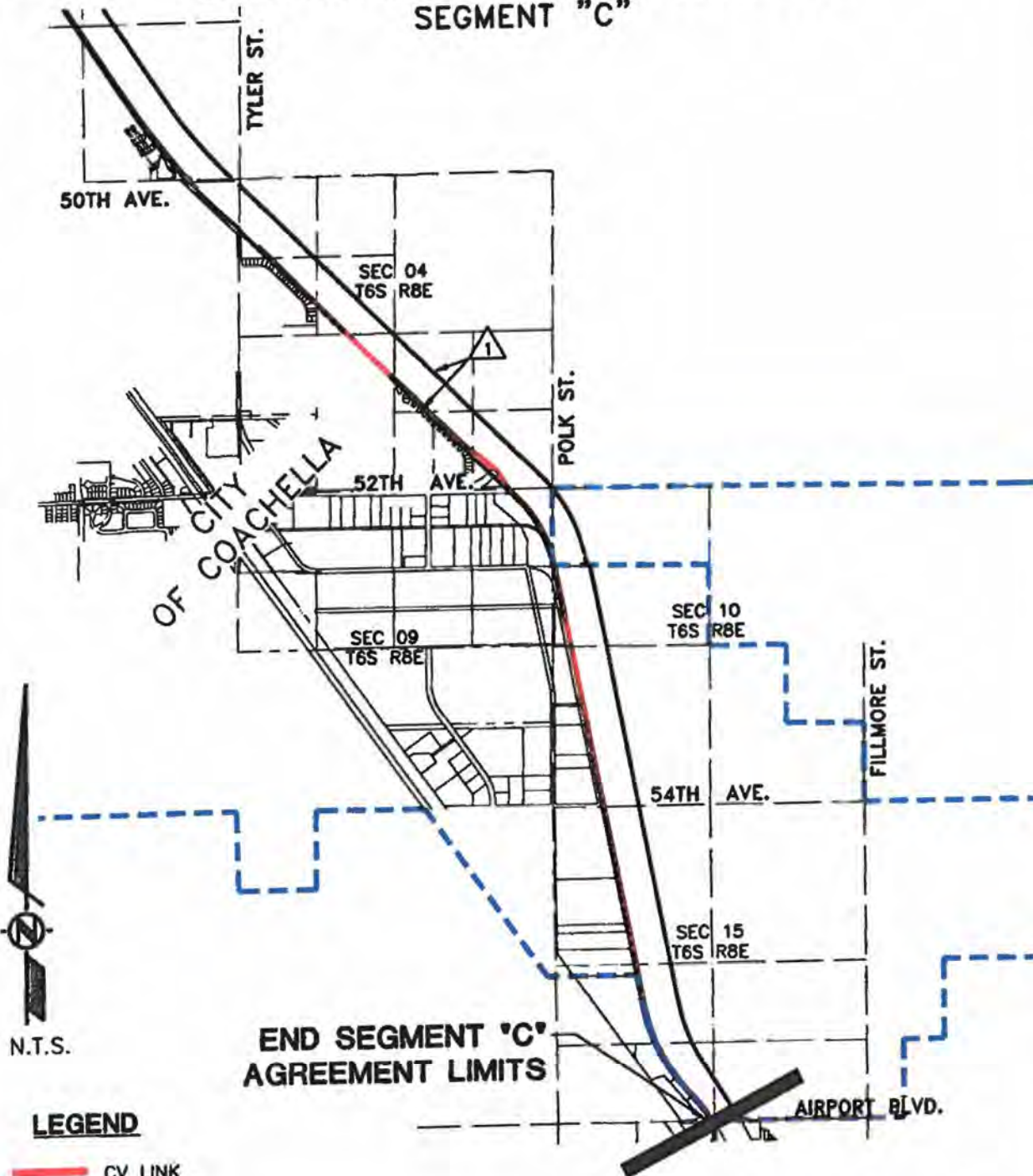
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8/14/2018

SHEET 5 OF 6

EXHIBIT 'A'

SEE SHEET 5
CV LINK
CVWD AGREEMENT LIMITS - COACHELLA
SEGMENT "C"



LEGEND

- CV LINK
- - - CITY LIMITS
- 1 CVWD CHANNEL R/W
- 2 200' RCFC CHANNEL R/W



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LAND SURVEYING

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8/14/2018

SHEET 6 OF 6

EXHIBIT “C”

Scope of Work

CVAG Responsibilities – SCOPE OF WORK

Pursuant to paragraph 4.1(b), CVAG and/or its subcontractors shall perform the following “Maintenance & Management Activities”:

Pathway Maintenance

1. Irrigation

- Report any damage/issues noted during weekly service. Repair as needed. No irrigation pipelines or spray allowed within 10-feet of concrete slope protection

2. Shrubs/Ground cover/Beds

- Shrubs/Ground Cover will be trimmed/pruned on a regular basis with a manicured look
- Rake landscape beds
- Landscape beds to be kept free of weeds, leaves and debris
- Inspect plant and shrub material and replace dying or dead materials
- Inspect emitters, lighting and controllers for proper operation. Replace defective parts as needed

3. Hardscape Area Maintenance

- Raked on a weekly basis
- Remove weeds, leaves and debris as needed
- Inspect pathway banks for finger erosion. Repair and rake smooth as needed
- Inspect pathway edges for finger erosion quarterly or after rain events. Repair as needed
- Inspect outer bank for excessive erosion quarterly or after rain events. Report to CVWD

4. Debris Removal

- Keep pathway free of trash and debris.
- Trash receptacles to be inspected weekly, empty as needed.
- Outer bank to be inspected weekly, remove all debris associated with CV Link use and activities.

5. Miscellaneous

- Benches/seating areas inspected, cleaned on weekly basis as needed.
- Inspect CV Link facilities for graffiti on weekly basis. Provide graffiti removal and abatement. Report to local code enforcement.
- Inspect CV Link facilities for vandalism and damage on a weekly basis. Assist in coordinating repairs and corrective measures

NOTE: This scope of work does not cover Acts of God, such as severe weather events and major flooding.

EXHIBIT "D"

INSURANCE REQUIREMENTS

1. MINIMUM SCOPE AND LIMIT OF COVERAGE. Prior to and at all times after executing the Agreement, CVAG shall procure and maintain, at its sole cost, for the duration of CVAG's obligations hereunder, not less than the following coverage and limits of insurance with insurers and under policy forms satisfactory to CVWD.

(a) Commercial General Liability Insurance written on an occurrence basis of at least \$2,000,000 per occurrence/\$4,000,000 aggregate providing coverage for ongoing and products and completed operations, property damage, bodily injury, personal and advertising injury, property damage, and premises/operations liability.

(i) Coverage for Commercial General Liability insurance shall be at least as broad as Insurance Services Office Commercial General Liability coverage form (Occurrence Form CG 00 01) or exact equivalent.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(iii) The policy shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds using ISO endorsement forms CG 20 10 07 04 and 20 37 07 04, or endorsements providing the exact same coverage.

(b) Commercial Automobile Liability Insurance written on a per occurrence basis of at least \$1,000,000 per occurrence for bodily injury and property damage.

(i) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto)

(ii) The policy shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds.

(c) Workers' Compensation Insurance/Employers Liability as required by the State of California with statutory limits or be legally self-insured pursuant to Labor Code section 3700 *et. seq.* along with Employer's Liability limits of no less than \$1,000,000 per occurrence for bodily injury or disease. The workers compensation insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against Coachella Valley Water District, its employees, directors, officers, and agents.

2. OTHER INSURANCE PROVISIONS. All of CVAG's policies shall meet the following requirements and contain all specified provisions/endorsements noted hereunder.

(a) Insurers shall provide CVWD at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that insurers shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. In the event any insurer issuing coverage hereunder does not agree to provide notice of cancellation to CVWD, CVAG shall assume such obligation and provide written notice of cancellation in accordance with the above. If any of the required coverage is cancelled or expires during the term of this Agreement, CVAG shall deliver renewal certificate(s) including endorsements to CVWD at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that CVAG's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by CVWD or any additional insureds shall not be called upon to contribute to any loss.

(c) All required insurance coverages shall contain a provision, or be endorsed, to waive subrogation in favor of the Coachella Valley Water District, its employees, directors, officers, and agents or shall specifically allow CVAG to waive its right of recovery prior to a loss. CVAG hereby waives its own right of recovery against Coachella Valley Water District, its employees, directors, officers, and agents.

(d) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CVWD will be promptly reimbursed by CVAG. In the alternative, CVWD may cancel this Agreement.

(e) CVWD may require CVAG to provide complete copies of all insurance policies and endorsements in effect for the duration of the Agreement.

(f) CVAG shall not allow any of its contractors, consultants, subcontractors or subconsultants to commence work under this Agreement until CVAG has verified that contractors, subcontractors, consultants, or subconsultants have secured all insurance required herein, including waivers of subrogation and other endorsements. Policies of commercial general liability insurance provided by such contractors, consultants, subcontractors or subconsultants shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by CVAG, CVWD may approve different scopes or minimum limits of insurance for particular contractors, consultants, subcontractors or subconsultants.

(g) The general liability program and automobile liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by CVWD, and provided that such deductibles shall not apply to CVWD as an additional insured.

(h) Claims made policies are not acceptable.

3. VERIFICATION OF COVERAGE. Prior to execution of the Agreement, CVAG shall file with CVWD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. All policies required shall be issued by acceptable insurance companies, as determined by CVWD. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

4. LIABILITY NOT LIMITED. Defense costs shall be payable in addition to the limits set forth herein. Requirements of specific coverage or limits contained herein are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve CVAG from liability in excess of such coverage, nor shall it limit CVAG's indemnification obligations to CVWD and shall not preclude CVWD from taking such other actions available to CVWD under other provisions of the Agreement or law.

5. AVAILABLE LIMITS. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

6. RESERVATION OF RIGHTS. CVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ITEM 13G

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: Coachella Valley Multimodal Corridor Plan

Contact: Julie Mignogna, Transportation Program Manager (jmignogna@cvag.org)

Recommendation: Adopt CVAG Resolution 2025-002 to authorize the Executive Director to take the necessary steps to accept \$619,710 from the Caltrans Sustainable Transportation Planning Grant Program for the Coachella Valley Multimodal Corridor Plan, including executing the required agreements with the State of California

Transportation Committee: Concurred (Meeting of November 3)

Background: CVAG continues to advance regional planning efforts that support sustainable, connected, and equitable transportation options throughout the Coachella Valley. In alignment with the region's long-term mobility and sustainability goals, CVAG has successfully secured funding through the Caltrans Sustainable Transportation Planning Grant Program (STPG) to prepare the Coachella Valley Multimodal Corridor Plan (CV MCP).

The purpose of this plan is to identify and prioritize multimodal improvements –such as bicycle, pedestrian, transit, and electric vehicle infrastructure – across three critical freeway corridors within the Transportation Uniform Mitigation Fee (TUMF) boundaries that hinder local roadway connectivity. The plan will focus on Interstate 10 (I-10), the region's primary east-west route; State Route 62 (SR-62), connecting Desert Hot Springs and northern communities; and State Route 86 (SR-86), linking Indio and Coachella to rural areas in the southern valley.

Led by CVAG, the CV MCP will promote safety, accessibility, and connectivity between communities while reducing greenhouse gas emissions and supporting the state's climate action goals, reducing localized travel on these high-speed corridors by improving access to reliable transit services and active transportation facilities at freeway interchanges and intersections, improving access to electric vehicle charging infrastructure and better-connected local roadways.

Over the summer, Caltrans announced CVAG was awarded STPG program funding in the amount of \$619,710, which requires a local match of 11.47%, or \$80,290. To receive these funds, and enter into the necessary agreements, Caltrans requires a recent approved resolution.

CVAG staff recommends adopting CVAG Resolution 2025-002 and authorizing the Executive Director to accept Caltrans STPG program funding for the Coachella Valley Multimodal Corridor Plan, including executing the required agreements with the State of California.

Fiscal Analysis: The project will be funded through the Caltrans STPG program in the amount of \$619,710. CVAG will be providing the required local match from regional transportation funds in the amount of \$80,290. There are sufficient regional transportation funds for the required local match.

Attachment: CVAG Resolution 2025-002

RESOLUTION NO. 2025-002

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE COACHELLA VALLEY
ASSOCIATION OF GOVERNMENTS, APPROVING AND AUTHORIZING EXECUTION OF
PROGRAM SUPPLEMENT AGREEMENTS TO ADMINISTERING AGENCY-STATE
AGREEMENTS WITH THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE
DEPARTMENT OF TRANSPORTATION**

THE EXECUTIVE COMMITTEE OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

WHEREAS, various transportation projects are eligible to receive funding from a variety of federal and/or state funding sources; and

WHEREAS, payment of reimbursements for these projects is made available through a Program Supplement Agreement to Administering Agency-State Agreements between the State of California and the Coachella Valley Association of Governments; and

WHEREAS, CVAG intends to develop the Coachella Valley Multimodal Corridor Plan with funding from Caltrans' Sustainable Transportation Planning Grant Program.

NOW, THEREFORE, THE EXECUTIVE COMMITTEE OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

The Executive Director is authorized to execute all Program Supplement Agreements to the Administering Agency-State Agreements between the State of California, acting by and through the Department of Transportation and the Coachella Valley Association of Governments.

PASSED AND ADOPTED, by the Executive Committee of the Coachella Valley Association of Governments, County of Riverside, State of California on December 1, 2025.

By: _____
V. Manuel Perez
CVAG Chair

Witnessed By: _____
Tom Kirk
Executive Director

ITEM 13H

**Coachella Valley Association of Governments
Executive Committee
December 1, 2025**



STAFF REPORT

Subject: Amendment to the Reimbursement Agreement for the Monroe Street / Interstate 10 Interchange Project

Contact: Julie Mignogna, Transportation Program Manager (jmignogna@cvag.org)

Recommendation: Approve Amendment No. 7 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, 2026

Transportation Committee: Concurred (Meeting of November 3)

Background: CVAG has been a funding partner to the County of Riverside and City of Indio on the Monroe Street/ Interstate 10 interchange project since 2007. The project is currently tied with Avenue 50 from Jackson to Van Buren Street in ranking as the region's number one project in the current Transportation Project Prioritization Study (TPPS). The interchange was initially funded through the \$10 million Interchange Preparation Fund, which the Executive Committee created in 2007 to support the preparation of interchange projects. CVAG funding 100 percent of the costs of the Project Study Report (PSR) phase of the project.

On September 24, 2007, the CVAG Executive Committee approved a Reimbursement Agreement with the City of Indio in the amount of \$1.5 million for a PSR for the Monroe Street interchange. The PSR has been completed and approved by Caltrans. Several amendments to the reimbursement agreement have been approved since then, which funded additional stages of the project.

CVAG has also supported efforts to help address the project's rising costs, including the Executive Committee's action in September 2023 that supported programming an additional \$6.778 million in available State Transportation Improvement Program (STIP) funding. The Riverside County and the City of Indio submitted a \$30 million funding request from Southern California Association of Governments for the Surface Transportation Block Grant & Congestion Mitigation and Air Quality Improvement Programs (STBG and CMAQ) funding. Funding award recommendations will be presented to the SCAG Regional Council by December 2025

The project has a December 31, 2025 time trigger for construction, which was established in February 2024 when the Executive Committee approved Amendment No. 6. The City of Indio is requesting another amendment to extend the time trigger to December 31, 2026. According to the City, the extension for the time trigger is due to unanticipated right-of-way and utility delays. The project is anticipated to be ready to list by June 30, 2026, and to allow for additional unforeseen delays, the City requests a time trigger extension through December 31, 2026.

CVAG staff supports the City of Indio's request and is recommending approval of a no-cost extension under Amendment No. 7 to extend the time trigger to December 31, 2026. The City will return to request additional funding for the construction phase. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions before execution.

Fiscal Analysis: There are no additional costs associated with Amendment No. 7. To date CVAG's Executive Committee has authorized about \$12.1 million in regional transportation funding for the project. CVAG has regional transportation funds available to cover its costs.

The Monroe Street I-10 Interchange project is scheduled to advertise for construction next fall. The project's current estimate is \$175 million. CVAG staff continues to work with the City to address the costs, and the final proportionate local share estimates will be calculated based on the ratio of trips generated by each jurisdiction using the Monroe Street I-10 Interchange.

Attachments:

1. Amendment No. 7 to the Reimbursement Agreement
2. Project map
3. Request for time trigger extension

**AMENDMENT NUMBER SEVEN
TO THE
REIMBURSEMENT AGREEMENT BY AND BETWEEN
CVAG AND THE CITY OF INDIO AND COUNTY OF RIVERSIDE
FOR THE
MONROE STREET / INTERSTATE 10 INTERCHANGE PROJECT**

This **AMENDMENT NUMBER SEVEN** is made and entered into this 1st day of December 2025, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), the **City of Indio (City)**, and **County of Riverside (County)**, and is made with reference to the following background facts and circumstances: All other terms and conditions shall remain the same as stated in the amended and restated Agreement adding the County dated January 9, 2018, and currently in the Right-of-Way Acquisitions and Final Engineering phase.

- 1. This Amendment Number Seven extends the time trigger to commence construction to December 31, 2026.**

Summary

Original Authorization (\$1,500,000) <i>Split: CVAG Share (100%): \$1,500,000**; Indio share (0%): \$0.00</i> <i>** Actual Amount Paid by CVAG for PSR (\$700,000)</i>	\$ 1,500,000.00
Amendment Number One (No Cost)	\$ 00.00
Amendment Number Two (\$1,800,000) <i>Split: CVAG Share (75%): \$1,350,000; Indio share (25%): \$450,000</i>	\$ 1,350,000.00
Amendment Number Three (No Cost)	\$ 00.00
Amendment Number Four (\$5,765,200) <i>Split: CVAG Share (75%): \$4,323,900; Indio share (25%): \$1,441,300</i>	\$ 4,323,900.00
Amendment Number Five (\$6,572,000) <i>Split: CVAG Share (75%): \$4,929,000; Indio share (25%): \$1,643,000</i>	\$ 4,929,000.00
Amendment Number Six (No Cost)	\$ 00.00
Amendment Number Seven (No Cost)	\$ 00.00
Total Authorized CVAG Allocation to Date	\$ 12,102,900.00

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

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

ATTEST

CITY OF INDIO

Bryan Montgomery, City Manager

Glenn Miller, Mayor

ATTEST

COUNTY OF RIVERSIDE

Clerk

V. Manuel Perez, Board Chair

ATTEST

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

Tom Kirk, Executive Director

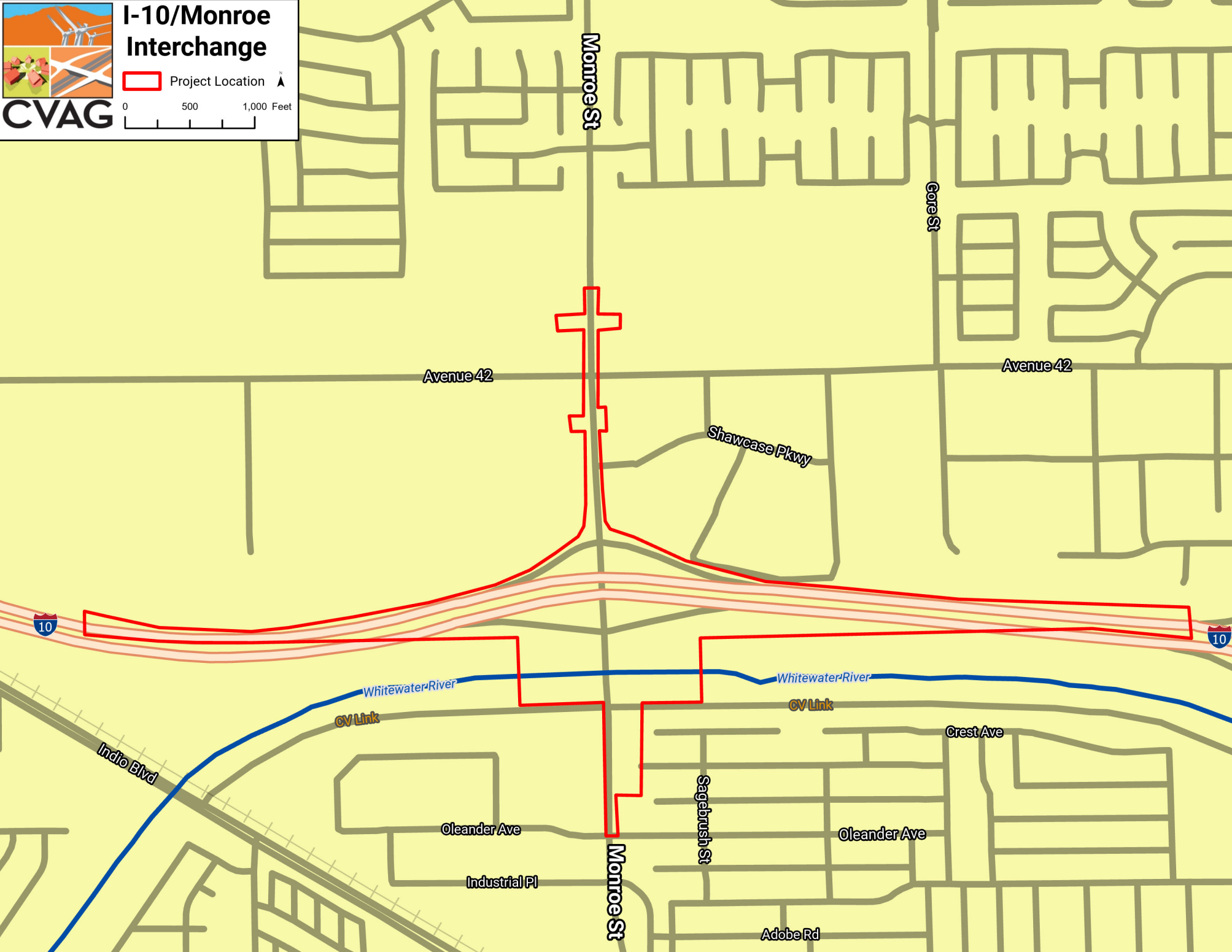
V. Manuel Perez, CVAG Chair



I-10/Monroe Interchange

Project Location

0 500 1,000 Feet





take center stage

October 28, 2025

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

Subject: Request for Amendment 7 for the Monroe Street/I-10 Interchange Project Agreement between CVAG, the City of Indio, and the County of Riverside.

Dear Mr. Hoy,

The City of Indio respectfully requests the Coachella Valley Association of Governments (CVAG) approve Amendment No. 7 to the Agency Reimbursement Agreement between the City of Indio (City), the County of Riverside (County), and CVAG for the Monroe Street/I-10 Interchange Project to extend the time trigger to commence construction to December 31, 2026.

CVAG previously authorized and obligated the following:

Original Reimbursement Agreement, dated 10-17-2007	\$ 1,500,000
Amendment 1, dated 03-12-2009	\$ 0
Amendment 2, dated 09-26-2016	\$ 1,350,000
Amendment 3, dated 01-30-2017	\$ 0
Amended and Restated Agreement dated 01-09-2018	\$ 0
Amendment 4/Restated Amendment 1 dated 01-01-2018	\$ 4,323,900
Amendment 5/Restated Amendment 2 dated 12-06-2021	\$ 4,929,000
Amendment 6/Restated Amendment 3 dated 02-26-2024	\$ 0

Total CVAG Funding Authorization to date: \$ 12,102,900

The Project's cost estimate per phase is:

Phase	Estimated Cost
PA/ED	\$ 3,300,000
PS&E	\$ 5,765,200
Right of Way	\$ 6,572,000
Construction	\$ 123,032,800
Construction Management	\$ 24,606,560
Contingency	\$ 12,303,280
Total Costs:	\$ 175,579,840

The Project's funding includes:

Funding Source	Funding Amount
Outside Funding (STIP):	\$ 14,329,000
Outside Funding (STBG):	\$ 26,232,000
Outside Funding (LPP):	\$ 14,263,000
Outside Funding (CPFCDs):	\$ 2,350,000
Outside Funding (ATP Cycle 7):	\$ 2,287,000
City/County Funding Share:	\$ 28,654,710
CVAG Funding Share*:	\$ 87,464,130
Total Costs:	\$ 175,579,840

*CVAG share includes 100% of the original agreement cost (\$1,500,000) for the PSR.

The extension for the time trigger is due to unanticipated right-of-way and utility delays. The County has been forced to begin the eminent domain process on various property owners that are not supportive of the proposed right-of-way needs of the project. In addition, the County is still in the process of determining the prior rights for the gas and electric services that must be relocated as part of the project. Due to these and other delays associated with regulatory permit and the Coachella Valley Water District review process, the City requests a 12-month extension of the time trigger to commence construction.

The City appreciates CVAG's consideration of extending the time trigger for the proposed Monroe Interchange Project. Please feel free to contact me, Timothy Wassil, at (760) 391-4042 or by email at twassil@indio.org if you have any questions.

Sincerely,

Timothy T. Wassil

Timothy T. Wassil, PE
Director of Public Works

CC: Azan Junaid, Riverside County Transportation Department

Enclosures:

- 1) Project Map
- 2) CVAG Amendment Request Checklist

ITEM 13I

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: Updates to CVAG's Federal and State Legislative Platform

Contact: Emmanuel Martinez, Assistant Director – Energy and External Affairs
(emartinez@cvag.org)

Recommendation: Adopt minor technical amendments to CVAG's Federal and State Legislative Platform

Background: CVAG's Legislative Platform is an essential tool to assist and facilitate advocacy on key policy and regulatory issues that may impact the operation of CVAG's projects and programs, including those of its member jurisdictions. Because CVAG's meeting schedule is not aligned with the legislative cycle, adoption of the Legislative Platform enables immediate and efficient engagement and action by CVAG staff and advocacy team on issues that may arise and require immediate action.

CVAG's first legislative platform was adopted in 2022 and has been updated at least once a legislative cycle to reflect changes in issue priorities occurring in Sacramento or in Washington, D.C. The platform encompasses a wide range of policies which are broadly categorized under Transportation, Energy and the Environment, Broadband, Homelessness and Affordable Housing, and Public Safety for State and Federal. Although changes in policy issues priorities are minimal year over year, especially since the State of California is in the middle of its two-year legislative cycle, staff did not bring forward any sweeping changes to its policy committees for review. However, minor technical amendments as outlined here will ensure the platform incorporates existing and potential future issues is important to optimize legislative engagement. Staff would note that the most substantive recommended update in the Legislative Platform is to Supporting California Environmental Quality Act exemption for CV Rail, which is a longstanding priority project now being led by the Riverside County Transportation Commission (RCTC).

Staff recommends adopting the updated Legislative Platform, with the recommended updates are highlighted in yellow.

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Federal and State
Legislative Platform

Updated December 1, 2025



Coachella Valley Association of Governments

The Coachella Valley Association of Governments (CVAG) is a council of governments in the Coachella Valley and eastern Riverside County that funds and delivers transportation projects, operates regional programs and coordinates government services in order to improve and address issues of regional significance. CVAG's activities include, but are not limited to, improving the regional transportation system, providing services to the chronically homeless and promoting the use of green energy and sustainability. CVAG's membership includes 10 cities, the County of Riverside and four Indian tribes. As an organization committed to addressing issues of common interest and concern of its member agencies, CVAG strives to implement regional programs and policies that advance a better quality of life and balanced growth for residents, businesses and tourists of Central and Eastern Riverside County.

The legislative platform will guide the tracking and analysis of priority legislative, budget, regulatory, and administrative issues at the federal and state levels. It will assist in providing staff and lobbyists guidance on policy-related matters that may impact the operation and implementation of the various programs and services offered by CVAG. This document will facilitate the development of a federal and state strategy and focused action plan to address the needs and priorities of CVAG and its member jurisdictions.

**Agua Caliente Band of Cahuilla
Indians**

City of Blythe

Cabazon Band of Mission Indians

City of Cathedral City

City of Coachella

City of Desert Hot Springs

City of Indian Wells

City of Indio

City of La Quinta

City of Palm Desert

City of Palm Springs

City of Rancho Mirage

County of Riverside

**Torres Martinez Desert Cahuilla
Indians**

**Twenty-Nine Palms Band of
Mission Indians**

CVAG

74-199 El Paseo

Suite 100

Palm Desert, CA 92260

Tel: 760-346-1127

www.cvag.org

Key Categories



TRANSPORTATION

Reliable, sustainable and safe multimodal transportation infrastructure is a top priority for the Coachella Valley Association of Governments as it strives to support the transportation needs of current and future residents and visitors.



ENERGY

Supporting and securing funding for clean energy and energy efficiency initiatives that reduce our carbon footprint, improve air quality, and increase climate resiliency for our member agencies and our residents.



ENVIRONMENTAL

Conservation of the Coachella Valley's natural resources and maintaining and growing our rich and abundant wildlife is a focus of CVAG and our members.



BROADBAND

Deployment of middle-mile infrastructure that can facilitate a high-speed last-mile broadband network for beneficial use among CVAG's residents, businesses, and members is key to the success and vitality of CVAG and the communities it serves.



HOMELESS AND AFFORDABLE HOUSING

Addressing the dual challenges of homelessness and development of affordable housing through regional solutions is critical to ensuring a high quality of life in the Coachella Valley.



PUBLIC SAFETY

Maintaining a safe and secure community, free of crime, while ensuring clean and engaging public spaces, is essential to maintaining vibrant and growing business and residential communities.

FEDERAL

Transportation

Bridges, Regional Arterials and Improved Access

- Support regional efforts for the Coachella Valley-San Geronio Pass Rail Corridor Service (CV Rail), including funding opportunities to advance the preferred alternative, **streamlined environmental review and permitting**, to support alternate transportation modes and better connect desert communities and attractions with Los Angeles, Orange County and the Inland Empire.
- Support actions by the Riverside County Transportation Commission, the Federal Railroad Administration and the California Department of Transportation that advance CV Rail.
- Support advocacy efforts by the Facilitate Equitable Deals Task Force to improve coordination and collaboration with Union Pacific Railroad (FED-UP).
- Support outside funding for CVAG's priority projects as outlined in the Transportation Project Prioritization Study (TPPS), including interchanges along the Interstate 10 corridor and State Highway Route 86, to reduce the burden on regional and local funds.
- Support legislative and regulatory efforts that increase funding for the expansion and improvement of regional arterial projects that improve public safety, encourage economic development, ease traffic congestion, address climate threats and reduce air quality and environmental impacts.
- Support efforts by Riverside County Transportation Commission, San Diego Association of Governments and the San Bernardino Association of Governments, to reduce congestion and increase mobility to and from the CVAG region, including increased funding for bypass roads, bridges and transportation improvements in the pass area.
- Support Congressionally directed spending requests for transportation projects in the Coachella Valley and in eastern Riverside County.
- Support increased funding for Tribal nations in the Coachella Valley for implementation of regional transportation projects.
- Support efforts that expand public transportation opportunities in the City of Blythe, including increased transit.
- Support National Environmental Policy Act (NEPA) reform to expedite and streamline environmental review and project delivery for transportation projects.
- Support efforts that dedicate funding for goods movements projects, including grade separation projects, in eastern Riverside County.
- Oppose efforts that decrease local control and decision-making regarding local revenue sources, including, but not limited to, Measure A sales tax revenue and the Transportation Uniform Mitigation Fee (TUMF).

- Oppose efforts that would divert revenue derived from transportation sources to non-transportation related projects or activities.
- Oppose efforts to eliminate or decrease use of state and local transportation funds for capacity enhancement projects and monitor one-size-fits-all approaches regarding their use.
- Monitor implementation of programs in the federal Infrastructure Investment and Jobs Act (2021 Infrastructure Bill) and the Inflation Reduction Act of 2022 (IRA 2022), such as the Bridge Investment Program, and support funding for existing programs such as the Highway Bridge Program and the Transportation Infrastructure Financing Innovation Act (TIFIA) Program.
- Monitor regulatory and legislative changes to the Federal Highway Administration's Congestion Mitigation and Air Quality (CMAQ) Improvement Program and oppose efforts that impose additional requirements on, or decrease funding for, CVAG or its member agencies.
- Monitor efforts that would make changes to the Clean Air Act and associated transportation programs to meet nonattainment or maintenance requirements.
- Monitor potential replacement mechanisms for the federal gasoline excise tax.

Active Transportation

- Support policies and programs that provide funds for regional projects identified in CVAG's Active Transportation Plan.
- Advocate for increased federal funding to the state's Active Transportation Program, including opportunities to augment the program through the Reconnecting Communities and the Neighborhood Access and Equity grant programs.
- Monitor legislative and regulatory activity related to new mobility devices, such as scooters and automated vehicles, to ensure adequate safety compatibility with active transportation systems.

Intelligent Transportation Systems

- Identify and pursue funding opportunities that support, expand or leverage intelligent transportation systems, including CVAG's synchronization (CV Sync) traffic signal program.
- Monitor legislative and regulatory changes to funding sources for intelligent transportation systems, including the Congestion Mitigation and Air Quality program, and oppose efforts to decrease funding for non-attainment areas.

Energy and Environment

- Support legislation and programs that invest in projects that achieve environmental benefits, including improved air and water quality, water and energy conservation, and urban greening initiatives in the region.
- Support programs that fund implementation of the Coachella Valley Multiple Species Habitat Conservation Plan and that support habitat restoration in the Coachella Valley.
- Support Salton Sea Authority efforts related to Salton Sea projects and legislation that provides funding for the restoration and revitalization of the Salton Sea, including the Phase One: 10 Year Plan.
- Support legislation that facilitates environmentally sensitive renewable energy development at the Salton Sea Known Geothermal Resource Area, including lithium extraction.
- Support legislation that provides funding for electric vehicle infrastructure and incentives for early adoption of electric vehicles.
- Monitor federal legislative, regulatory, and administrative activities that may impact the Coachella Valley Multiple Species Habitat Conservation Plan and the Desert Renewable Energy Conservation Plan.
- Monitor legislative and regulatory actions that may impact Property Assessed Clean Energy programs.
- Identify programs and support legislation that provides funding for clean energy, energy efficiency, decarbonization and green building programs.
- Monitor and support funding opportunities for wildlife crossing structures to increase habitat connectivity and decrease wildlife-vehicle collisions in areas where populations are fragmented by highways and interstates.
- Support policies and funding that expand access for rooftop solar to households of all incomes. Monitor issues related to Net Energy Metering and initiatives that impact availability and affordability of rooftop solar.

Broadband

- Support and advocate for funding for open access middle-mile infrastructure to facilitate last-mile connections and leverage existing networks and construction projects to build networks, when possible.
- Support efforts and funding that prioritize connectivity to unserved and underserved communities and community anchor institutions.
- Support and identify programs that support middle-mile and last-mile broadband infrastructure and that leverage dig-once opportunities such as CVAG's CV Sync project.

- Monitor actions by the Federal Communications Commission related to broadband and implementation of the broadband investments as authorized in the 2021 infrastructure Bill.

Homeless and Affordable Housing

- Identify and advocate for opportunities for CVAG's member agencies to secure funding that assists in building affordable housing and increasing housing opportunities for low-, moderate-, and workforce housing.
- Monitor and support programs and funding for CVAG's CV Housing First program and regional solutions to addressing homelessness.

Public Safety

- Identify, monitor and support legislation that provides funding for operations, maintenance, and updates to early earthquake warning systems.
- Identify funding opportunities for member jurisdictions to mitigate and reduce the incidents of green waste fires.
- Monitor legislation and administrative actions related to race, diversity and inclusion policies as it pertains to law enforcement.
- Monitor and support funding opportunities that will assist in the reduction of the spread of COVID-19 and other public health and safety concerns, to assist public entities in their response.

STATE

Fighting for Fairness and Funding

- Support legislative efforts that improve funding opportunities for the Coachella Valley in the state's Cap-and-Invest-Trade program and oppose policies that disproportionately disadvantage the CVAG region to compete for funding.
- Support policies that allow for a diverse set of social equity metric measuring tools to qualify and compete for Cap-and-Invest-Trade funded programs including, but not limited to, household income and the AB 1550 low-income definition and oppose efforts that would limit use to, or increase reliance on, the CalEnviroScreen in grant programs.
- Support legislative and regulatory changes to the Transformative Climate Communities program to allow eligible and qualifying planning grant recipients to also be eligible and qualify to apply for implementation grants.
- Support policy changes to funding programs that use the CalEnviroScreen tool that would broaden eligible competitive areas and that better reflect the diversity in the Coachella Valley.
- Oppose legislative and regulatory actions that utilize CalEnviroScreen and high-housing density criteria, which favor large urban centers, to determine allocation of state grant funds and would decrease funding competitiveness for areas such as the Coachella Valley.
- Oppose program guidelines that use transit oriented development standards, such as the Affordable Housing and Sustainable Communities program, that disproportionately favor large urban centers and do not reflect the reality of growth and development in the Coachella Valley, therefore decreasing funding opportunities for the CVAG region.
- Advocate for policy changes that allow for regional variances related to transit quality, transit frequency and density related to housing oriented development, to allow the CVAG region better compete for funding in the state's Cap-and-Invest-Trade program.
- ~~Monitor legislative reauthorization of the state's Cap-and-Trade program, which is set to expire in 2030.~~

Transportation

Bridges, Regional Arterials and Improved Access

- Support regional efforts to increase passenger rail service between Los Angeles and the Coachella Valley, including California Environmental Quality Act exemption, streamlined permitting, funding opportunities and actions by the Facilitate Equitable Deals task force to improve coordination and collaboration with Union Pacific Railroad (FED-UP).
- Support legislation that increases funding opportunities for bridges, interchanges and regional arterials in the Coachella Valley.

- Support increased investments of the state GHG reduction funds toward transportation projects to reduce transportation related GHG emissions.
- Support policies, programs, and funding for electric vehicle charging infrastructure and increased use of electric vehicles in the region.
- Support efforts by the California Department of Transportation, Riverside County Transportation Commission, San Diego Association of Governments and the San Bernardino Association of Governments, to implement congestion projects identified in the Inland Empire Multimodal Corridor Plan that increase mobility to and from the CVAG region, including increased funding for bypass roads, bridges and transportation improvements in the pass area.
- Support California Environmental Quality Act (CEQA) reform to expedite and streamline project delivery for transportation projects.
- Support and advocate for actions that increase transportation resources in the City of Blythe and local Tribal Nations, to address historic underinvestment and improve mobility, economic development opportunities and quality of life.
- Monitor the state's road charge pilot program and other potential replacement mechanisms for the state gasoline excise tax, and support efforts to ensure that future funding tools that convert or supplement the gas tax continue to support existing multimodal state funding programs, including SB 1 competitive grant programs, and existing eligible uses.
- Monitor legislative changes to Senate Bill 1 (Statutes 2017); oppose efforts to divert funding to non-transportation related uses, such as housing, or otherwise qualifying eligibility of SB 1 funds on non-transportation related goals and objectives.
- Monitor implementation of the Californai Action Plan for Transportation Infrastructure (CAPTI) and opposed policies that decerase funding opportunities for the Coachella Valley.
- Oppose legislative changes that create or strengthen a nexus between the availability of transportation funding and local jurisdictions' ability to meet their requirements under the Regional Housing Needs Assessment (RHNA) numbers.
- Oppose legislative or regulatory policies that decrease local decision-making authority regarding use of local funds for priority transportation projects.
- Monitor legislation that would increase voter approval thresholds, or clarifies election procedures, for the creation, extension, or increase of local transportation tax measures and support efforts to establish a sub-regional funding mechanisms to advance local priority projects.

Active Transportation

- Support increased funding for the Active Transportation Program (ATP) to address the backlog of applications and increase the program's funding capacity.
- Support increased investment in active transportation infrastructure as a component of other state-funded transportation programs that increase access and opportunities for walking, biking, and complete streets that connect the multimodal transportation system.
- Support policies and programs that promote increased use of active transportation infrastructure and systems.
- Support efforts that streamline project delivery, build local capacity such as additional technical assistance, and provide increased flexibility to innovate and strategically invest funds to meet local needs.
- Oppose legislative, regulatory, and administrative efforts to score ATP applications on non-transportation related criteria, such as housing-related policies, CalEnviroScreen and policies which would hinder low density areas like the Coachella Valley and the City of Blythe.
- Oppose changes to the ATP that would decrease CVAG's competitiveness, such as the elimination of leveraged funding and other categories that are advantageous to CVAG and its members jurisdictions.

Intelligent Transportation Systems

- Support programs that leverage technology to improve mobility, increase goods movement efficiency, reduce emissions and help to mitigate environmental impacts.
- Identify state programs and funding that supplement CVAG's CV Sync project.
- Monitor legislation that incorporates innovative technologies into the state transportation system, such as zero or near-zero emission vehicles, autonomous vehicles, and small electric mobility devices that improve transportation accessibility, efficiency and reduce environmental impacts.

Energy and Environment

- Support legislative and regulatory efforts to increase the flexibility of funding programs from the California Air Resources Board's Cap-and-**Invest-Trade** Program to ensure the Coachella and Palo Verde Valleys get their fair share, including taking into account regional variances related to growth, housing, and greenhouse gas (GHG) reduction strategies.
- Support investments in Cap-and-**Invest-Trade** funded programs, such as the Clean Vehicle Rebate Program, Single-Family Energy Efficiency, and Low-income Weatherization programs.

- Advocate for changes in the CalEnviroscreen mapping tool that reflect the socio-economic realities of the diverse communities in the Coachella Valley and Palo Verde Valleys, or the use of alternative tools such as household income.
- Support policies that ensure criteria for defining disadvantaged communities and environmental justice areas accurately represent eastern Riverside County, including those that mirror AB 1550 community mapping, to ensure the region can compete for funding opportunities.
- Support efforts that provide necessary resources for implementation of the Coachella Valley Multiple Species Habitat Conservation Plan as well as resources for desert communities to prepare and adapt to changing climate and natural disasters, such as the Climate Resiliency programs.
- Support funding for programs that support local planning and response measures to extreme heat events, including nature-based solutions, to protect critical infrastructure, habitat and public health and safety.
- Support legislation that provides funding for the restoration and revitalization of the Salton Sea to limit regional impacts to air quality, wildlife habitat, and health of communities, including the Phase One: 10 Year Plan.
- Support efforts at the Salton Sea that facilitate economic development, such as lithium extraction.
- Support policies related to increasing representation on electrical service matters, and funding for electrical infrastructure, for the communities served by the Imperial Irrigation District, including but not limited to, actions and efforts by the Coachella Valley Power Agency the creation of a joint powers authority.
- Monitor actions related to the 1934 Agreement of Compromise between Imperial Irrigation District and the Coachella Valley Water District and support Coachella Valley Energy Commission efforts to achieve a permanent service option and governance structure between Coachella Valley stakeholders and IID post-2033.
- Identify programs and support legislation that provides funding for clean energy, energy efficiency, decarbonization, and green building programs.
- Monitor legislative and regulatory efforts related to vehicle electrification and building decarbonization that would add new requirements to local governments, including Title 24 building standards.
- Monitor implementation of the state's climate resiliency efforts and efforts related to environmental justice communities and AB 617 (Statutes of 2017) emission reduction funding programs.
- Support policies and funding that expand access for rooftop solar to households of all incomes. Monitor issues related to Net Energy Metering and initiatives that impact availability and affordability of rooftop solar.

Broadband

- Support funding and implementation of the Coachella Valley’s middle-mile broadband project and the programs to assist with last-mile connections that bridge the digital divide in the Coachella Valley.
- Support and identify programs that support digital equity in the Coachella Valley, such as the state’s Digital Equity Plan.
- Monitor legislative and regulatory actions related to SB 156 (Statutes of 2021) and related actions by the California Department of Technology and the Office of Broadband and Digital Literacy.
- Monitor the California Middle-Mile Advisory Committee and its recommendations regarding implementation of middle-mile infrastructure.
- Monitor the California Public Utilities Commissions proceedings related to broadband infrastructure implementation, such as Rulemaking (R.) 20-09-001 and Rulemaking proceeding, R.20-08-021.

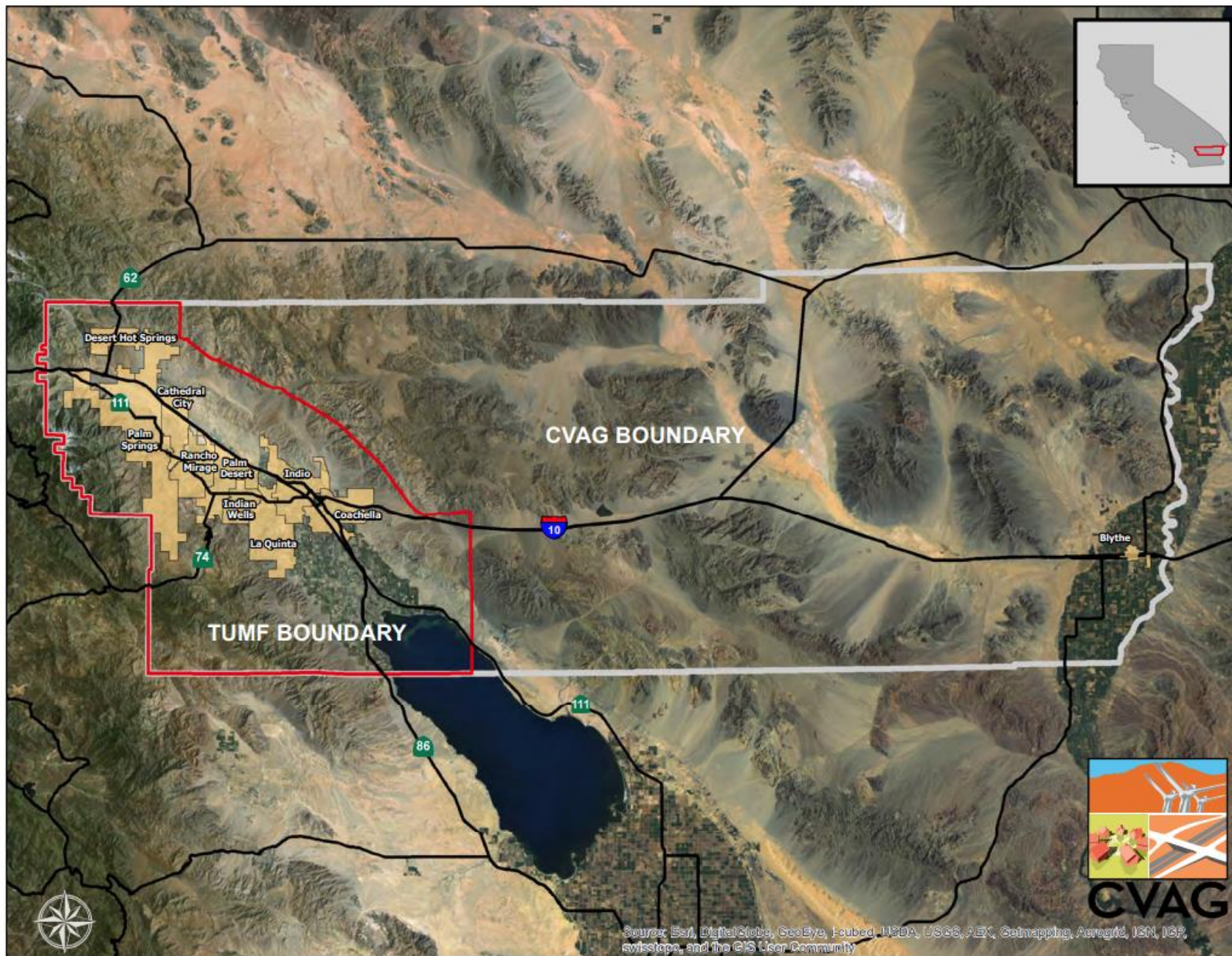
Homelessness and Affordable Housing

- Support increased investment in, and creation of, programs that assist local governments, counties and regional collaborations to address the challenges associated with homelessness.
- Support legislative efforts that allow for sustainable financing options, as outlined in CVAG’s Regional Early Action Plan (REAP) and member jurisdictions’ Local Early Action Plans (LEAP), in order to address housing shortages and provide affordable housing options.
- Support efforts by Lift to Rise to establish the Coachella Valley Housing Catalyst Fund to increase housing production in the Coachella Valley and create homeownership opportunities for low- and very-low income families, permanent supportive housing for the homeless and address unpermitted mobilehome park issues.
- Support CEQA reform to streamline the delivery of housing projects.
- Monitor the Affordable Housing and Sustainable Communities Program and advocate for increased flexibility and changes that ensure a greater share of funding is available to areas that don’t have Transit Oriented Developments (TOD) and thereby more accurately account for unique community characteristics and growth patterns in the Coachella Valley.

- Support the extension of state-funded solutions, including Project RoomKey and Project HomeKey, with an emphasis on ensuring those investments are used in the Coachella Valley.
- Support legislative efforts that would allow local jurisdictions to implement, if they choose, programs and ordinances that require unsheltered individuals to accept housing and treatment solutions.
- Support efforts to establish homeless courts that can help local jurisdictions provide additional solutions and services for homeless individuals.
- Support legislative efforts that would allow local jurisdictions to implement, if they choose, programs and ordinances that increase the available housing units and/or require unsheltered individuals to accept housing solutions and treatment solutions so long as there are adequate housing units available.

Public Safety

- Support programs and policies that provide funding for the CVAG region to obtain, enhance, operate, maintain and update early earthquake warning systems.
- Monitor legislation and executive orders related to the COVID-19 pandemic and other public health and safety emergencies and support programs that provide assistance to negatively impacted communities in the Coachella Valley.
- Monitor legislation impacting race, diversity, and inclusion policies as it pertains to local law enforcement.



ITEM 13J

**Coachella Valley Association of Governments
Executive Committee
December 1, 2025**



STAFF REPORT

Subject: Contract Amendment for the Regional PM10 Street Sweeping Program

Contact: Julie Mignogna, Transportation Program Manager (jmignogna@cvaq.org)

Recommendation: Authorize the Executive Director to:

1. Execute Amendment No. 1 to the services contract with Sweeping Corporation of America for regional street sweeping services, adding an additional \$279,311 a year and extending through December 31, 2027;
2. Take the necessary steps to secure additional funding for the program, including funding from South Coast Air Quality Management District and the County of Riverside
3. Execute Amendment No. 7 to the AB 2766 Vehicle Registration Revenue Memorandum of Understanding with each jurisdiction, increasing the funding contribution from 75 to 100 percent and extending the term through June 30, 2028

Transportation Committee: Concurred (Meeting of November 3)

Energy & Sustainability Committee: Concurred (Meeting of November 13)

Background: The Regional PM10 Street Sweeping program is an air quality program focused on addressing PM10 (particulate matter less than 10 microns in size) by removing sand and entrained dust from regional streets in the Coachella Valley. Because the Coachella Valley is in non-attainment for PM10, the program is part of the Coachella Valley's State Implementation Plan (SIP) and is a best available control measure. The goal of the program is to improve air quality and public health by decreasing fugitive PM10 emissions attributed to entrained roadway dust and sand that can pulverized by vehicles and then suspended into the air.

In 2022, CVAG conducted a study of the regional street sweeping program as part of a South Coast Air Quality Management District (SCAQMD) grant agreement. The study was conducted to identify additional ways to make the program more impactful for the Coachella Valley. The study found the program to be effective in addressing PM10 emissions, and it provided several recommendations. These recommendations were included in the regional street sweeping contract that the Executive Committee authorized on December 25, 2022 with CleanStreet, now Sweeping Corporation of America (SCA). The contract was authorized to be three years in duration ending on December 31, 2025, with the option to renew for up to two additional years.

Under the contract, SCA is responsible for sweeping on a bi-weekly basis 1,050 curb miles of regional arterials in the Coachella Valley. Of those, 977 miles are regular streets and 73 miles are special impact streets. Special impact streets, like Dinah Shore Drive, may be swept more often based on need, particularly during the Coachella Valley's windy season from February through May. The existing contract also included a provision for sweeping the CV Link once construction is completed, although the budget for that work was not included in the 2022 contract because CV Link

was still under construction. The chart below shows the annual linear curb miles to be swept for each type as part of the proposed amendment.

Item Description	Unit	Estimated Annual Quantity
Regular Street Sweeping	Linear Curb Miles	23,878
Special Impact Streets	Linear Curb Miles	1,898
Palm Springs Hwy 111	Linear Curb Miles	1,524
CV Link	Linear Miles	1,600

CVAG staff have worked with member jurisdictions' staff and SCA to focus on the program and enhance its performance over the past 15 months. As a result, member agencies are more engaged and have access to sweeping performance data. SCA has responded by increasing the service levels, particularly following Tropical Storm Hilary in 2023 and the ensuing months of increased blowsand and fugitive dust experienced by the Coachella Valley. This focus has increased monthly sweeping costs due to special impact roadways throughout the valley being swept more frequently in response to the additional blowsand and fugitive dust. Approximately \$130,530 of the proposed cost increase can be attributed to service level increases.

To continue with this level of service, CVAG staff, based on feedback from the public works staff at the municipal agencies, is recommending Amendment No. 1 to the SCA contract. The amendment will extend the contract term to December 31, 2027 and increase the annual contract amount to continue the more frequent sweeping of special impact streets. The recommended amendment also adds additional budget to account for a five percent increase of fuel and waste disposal process costs and to incorporate the cost of sweeping the CV Link bi-weekly. The five percent increase accounts for approximately \$66,380 of the recommended contract increase. The recommended authorization would also authorize the Executive Director and/or Legal Counsel to make clarifying changes prior to execution.

Fiscal Analysis: The proposed SCA contract Amendment No. 1 will add \$279,311 a year, increasing the total annual cost of the program from \$763,573.96 to \$1,042,884.96. The total not to exceed contract amount will increase to \$4,655,802.80. There are sufficient accumulated AB 2766 funds available for the additional program costs for Fiscal Year 2025-26. The estimated \$82,400 annual cost for the CV Link sweeping services will be funded by regional transportation funds.

In addition to recommending an amendment to the SCA contract, CVAG staff is recommending two authorizations related to the program's funding. CVAG and municipal staff are also reviewing alternatives to maintain the regional street sweeping program at the current service levels in the future. The primary source of funding for the regional street sweeping program comes from AB 2766 Vehicle Subvention funds the member agencies receive each year. Member agencies direct 75 percent of their AB 2766 funds to the regional street sweeping program, which amounts to approximately \$450,000 per year. Additional funding sources for the program include a SCAQMD grant that funds \$220,000 per year through June 2026, and \$27,000 per year from the City of Palm Springs for sweeping 27 curb miles of Highway 111 in the city.

The street sweeping program had included in prior years funding from the Colmac Air Quality Enhancement Funds through the County of Riverside at \$150,000 per year. The Colmac funding agreement ended in June 2025 due to the closing of the Coman Energy biomass plant located in Mecca; however, some funding remains available for the program. CVAG staff is currently coordinating with SCAQMD and the County of Riverside to secure continued SCAQMD and Colmac funding. Should a funding source be secured, staff is requesting authorization for the Executive Director to enter into any necessary agreements with SCAQMD, the County of Riverside or another project partner.

CVAG staff is also recommending that the Executive Director be authorized to enter into amendments to the MOUs with local jurisdictions. CVAG is also coordinating with the cities quarterly as part of the Regional Street Sweeping Program Ad Hoc Committee. Over the years, the AB 2766 funding contribution from the jurisdictions has varied based on the regional street sweeping program's funding needs. The contribution percentage has ranged from 60 to 100%. Due to the end of Colmac funding and SCAQMD grant term expiring in June 2026, an adjustment to the jurisdiction's AB2766 contribution is needed. With this authorization, CVAG staff will coordinate with member agency staff to amend the existing AB 2766 MOUs to allocate 100 percent of each jurisdiction's AB 2766 contribution to the regional street sweeping program. The goal is to ensure the program remains fully funded and that service levels are maintained valleywide through a simplified, collaborative funding structure. Staff recommends that the term of the MOUs also be extended for two additional years, through June 30, 2028, with the increase in AB2766 funding contributions becoming effective on July 1, 2026.

Additional Funding Information Since Policy Committees' Review

In the weeks since this item was presented to the Transportation Committee and the Energy & Sustainability Committee, staff has received positive funding news. SCAQMD is recommending a one-year extension of the existing grant funding for the Regional PM₁₀ Street Sweeping Program, providing an additional \$220,000 through June 30, 2027. While this supplemental funding will help mitigate the current program funding shortfall and extend the remaining AB 2766 fund balance through Fiscal Year 2026-27, it will not fully address the program's long-term structural deficit. Beginning in Fiscal Year 2027-28, the program is projected to operate at a deficit without additional revenue. Therefore, staff continues to recommend increasing the AB 2766 contribution from 75 percent to 100 percent to maintain service levels and ensure the program's financial stability.

Should additional funding for the regional street sweeping program be secured, CVAG staff would reassess the need for this increased contribution from local jurisdictions.

Attachment:

1. Amendment No. 1 to Services Agreement with Sweeping Corporation of America (SCA)

**AMENDMENT NUMBER ONE
to the
SWEEPING CORPORATION OF AMERICA
SERVICES AGREEMENT
for
REGIONAL PM10 ARTERIAL STREET SWEEPING SERVICES**

This **AMENDMENT NUMBER ONE** is made and entered into this **1st day of December 2025** by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Sweeping Corporation of America (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 **January 1, 2023**, Regional PM10 Arterial Street Sweeping Services.

1. This Amendment Number One extends the term of the Agreement through **December 31, 2027**.
2. This Amendment Number One authorizes an additional amount not to exceed **\$279,311.00** a year as updated in Exhibit B. Price Formula for a total annual amount not to exceed **\$1,042,884.96**.
3. The total amount payable under this agreement shall not exceed **\$4,655,802.80** through 2027.

		Annual Amount
Original Agreement	January 1, 2023	\$763,573.96
Amendment Number One	December 1, 2025	\$1,042,884.96

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

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

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

**SWEEPING CORPORATION OF
AMERICA**

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Tony Cincotta, Regional Vice President

Exhibit B
PRICE FORMULA

Item Description	Unit	Estimate d Annual Quantity	Unit Cost	Extended Cost
Regular Street Sweeping	Linear Curb Miles	23,878	\$ 34.84	\$ 831,909.52
Special Impact Streets	Linear Curb Miles	1,898	\$ 42.00	\$ 79,716.00
Palm Springs Hwy 111	Linear Curb Miles	1,524	\$ 32.06	\$ 48,859.44
CV Link	Linear Miles	1,600	\$ 51.50	\$ 82,400.00
TOTAL				\$ 1,042,884.96

ITEM 13K

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: Climate Pollution Reduction Act Program – Regional Comprehensive Climate Action Plan

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

Recommendation: Receive and file the San Bernardino-Ontario-Riverside Metropolitan Statistical Area's Comprehensive Climate Action Plan

Energy & Sustainability Committee: Concurred (Meeting of November 13)

Background: In fall 2023, the U.S. Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG) planning grant program provided flexible support and funding to the San Bernardino-Ontario-Riverside metropolitan statistical area (MSA) to design climate action plans. The \$1 million grant for these planning activities was given to the San Bernardino County Transportation Authority (SBCTA)/Council of Governments (SBCOG), which collaborated with the Western Riverside Council of Governments (WRCOG) and CVAG to complete the work. These three councils of governments also collaborate on the Inland Regional Energy Network (I-REN).

There are two major components of the CPRG Planning grant. The first was a Priority Climate Action Plan (PCAP) for the region. Beginning in 2023, SBCOG, WRCOG, and CVAG staff collaborated to develop this regional PCAP, which identified near-term, high-priority, and implementation-ready measures to reduce greenhouse gas (GHG) pollution and an analysis of GHG emissions reduction that would be achieved through implementation. The PCAP was submitted to the EPA in March 2024.

The second significant component of the grant – and the focus of this staff report – was the development of a Comprehensive Climate Action Plan (CCAP) and greenhouse gas inventory (GHG).

CVAG staff began member jurisdiction outreach in June 2024 in partnership with SBCOG's consultant, ICF. A working group of member jurisdictions requested agency level and community-wide utility data for GHG inventories, reviewed GHG mitigation measures, and coordinated with CVAG to conduct community engagement through a public survey, which circulated a GHG emissions community survey in English and Spanish via community partners, agency website and social media. Through these efforts, staff received 673 responses from the 10 CVAG cities represented in the CCAP. The survey showed most residents were concerned about improving air and water quality and increasing cost-effectiveness and savings, such as lower utility bills.

Shortly after the PCAP was completed, the project team kicked off the CCAP process. The CCAP must be submitted to the EPA by December 1, 2025. The CCAP includes the following elements:

- Comprehensive GHG inventory at the MSA, regional (SBCOG, WRCOG, and CVAG), and individual jurisdiction level (including all CVAG cities);

- GHG emissions projections for 2030 and 2045 at the MSA, regional, and jurisdictional levels;
- GHG reduction targets aligned with California legislation;
- Quantified GHG reduction measures;
- Benefits analysis, which includes an air quality analysis;
- Review of authority to implement;
- Funding identification; and
- Workforce planning analysis

CVAG member jurisdictions' staffs were engaged regularly throughout the process to keep them informed of progress and provided opportunities to provide input and feedback, particularly related to the GHG inventory, projections and reduction measures. For the GHG inventory and projections, the consultant team used two separate socioeconomic datasets from the Riverside County Transportation Model (RIVCOM) and the California Department of Finance, and each jurisdiction selected the most appropriate dataset for their city.

CVAG jurisdiction staffs were also given the opportunity to select relevant GHG reduction measures. There was a total of 34 measures across six key emission sectors, which are building energy, on-road transportation, offroad transportation, solid waste, agriculture, and water and wastewater. These include measures such as building electrification, electric vehicle infrastructure, solid waste diversion, urban tree planting, wastewater equipment upgrades, and water conservation. The GHG reduction measures are described in detail in the CCAP.

Based on the analysis in the CCAP, with implementation of state, regional and local measures identified in the CCAP, all cities within CVAG are expected to reduce GHG emissions by 30 percent from 2023 levels by 2030 on service population basis. For 2045, the state has an overall net zero emissions goal, which would require even further state, regional, and local reduction effort beyond that identified in the CCAP.

None of CVAG's member jurisdictions are required to adopt this plan. However, technical analysis and the CCAP mitigation measures can be used by CVAG's member jurisdictions to support their own local planning efforts. Cities may decide to update their local climate action plan using the information in the CCAP. Cities can also use the CCAP information for grant proposals to help support local sustainability planning and initiatives that can help reduce GHG emissions while achieving other important local priorities. While federal funding for climate-related GHG reduction efforts has been reduced under the current administration, there remains state funding and utility funding opportunities to help defray the cost of implementing many of the local GHG measures.

With this item, Rich Walter from ICF will provide an overview of the CCAP efforts. Following the presentation, staff recommends receiving and filing the San Bernardino-Ontario-Riverside MSA Comprehensive Climate Action Plan (CCAP) as the final deliverable for the CPRG planning grant. This action will allow CVAG and its member jurisdictions to leverage the CCAP's technical analysis and mitigation measures for local planning efforts and to pursue future state and utility funding opportunities.

Fiscal Analysis: There is no additional cost to CVAG for this report. The costs of the services of consultants are covered through EPA's CPRG Grant Award provided SBCOG.

Attachments: San Bernardino-Ontario-Riverside MSA Comprehensive Climate Action Plan and Appendices: <https://cvag.org/wp-content/uploads/2025/11/CCAP-and-Appendices.pdf>

ITEM 13L

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: Inland Regional Energy Network's Business Plan

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

Recommendation: Authorize the Energy & Sustainability Committee Chair, Vice Chair, and CVAG's Executive Director to approve the 2028 I-REN application and business plan to continue existing programs and continue the advocacy for expansion of programs that benefit residential homes as well as small and medium commercial buildings

Energy & Sustainability Committee: Concurred (Meeting of November 13)

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN), known as the Inland Regional Energy Network (I-REN). I-REN is governed by an Executive Committee, with CVAG's votes represented by the CVAG Energy & Sustainability Committee Chair, or Vice Chair as needed.

I-REN is operating on a five-year Business Plan that was approved by the California Public Utilities Commission (CPUC) in November 2021, granting I-REN Program Administrator (PA) status and access to \$65 million in Public Purpose Program funds for energy efficiency programs from 2022-2027. The existing Business Plan divides funds into three programmatic areas: Codes and Standards; Workforce Education and Training; and Public Sector.

Staff has provided several updates this year as I-REN's Executive Committee and agency staff discuss the formation of a Business Plan that will guide programming through 2035. In February, CVAG's Executive Committee, at the recommendation of the Energy & Sustainability Committee, provided authorization to the Energy & Sustainability Committee Chair, Vice Chair and CVAG's Executive Director to advocate for the expansion of the plan to include Residential and Commercial (small and medium) sectors, an area of interest for both CVAG and SBCOG. CVAG staff has also been authorized to proceed with developing the plan for the Public, Codes & Standards, and Workforce Education & Training sectors, while analysis was conducted on the new additions.

At the May I-REN Executive Committee meeting, staff presented a comprehensive review of existing statewide and regional ratepayer-funded programs, a direct result of the Energy & Sustainability Committee's advocacy for including Residential and Commercial programs in the Business Plan. As a result, the I-REN Executive Committee authorized the submission of the 2028-2035 Business Plan for the Public, Workforce Education & Training, and Codes & Standards Sectors. It also directed staff to coordinate with existing Energy Efficiency Programs in the Commercial, Residential, and Industrial Sectors to bring more resources to the Inland Empire.

At the July and October I-REN Executive Committee meetings, additional information was provided on third-party Commercial and Industrial programs. More information can be found in a separate agenda item as part Third-Party Coordination Activities staff report in this agenda.

The next I-REN Business Plan must be submitted by February 15, 2026. Staff is anticipating an update on the plan's development will be provided to the I-REN Executive Committee when it next meets November 18. Due to ongoing progress, the November presentation will consist of a high-level overview of key anticipated changes, not a full draft plan.

Staff expects that there will be programmatic budget changes in the Business Plan across the three sectors, though details are limited at this time. Specifically, one key change reflected in the business plan is the CPUC's authorization for Regional Energy Networks to incorporate Technical Assistance on Integrated Demand Side Management (IDSM). IDSM combines various resources like energy efficiency, demand response, distributed generation, storage, and electric vehicles into a single strategy. A key objective is to shift energy consumption away from peak hours to reduce overall demand during high-stress periods to keep the lights on or in Coachella Valley's case, keep air conditioning on. IDSM Technical Assistance will be integrated into the I-REN Public Sector Program, providing comprehensive project support. This assistance includes integrated Demand Energy Resources (DER) audits, performance specifications, procurement support, funding and financing analyses and application support, and construction support for DER measures.

The I-REN Executive Committee is only scheduled to meet once more prior – on January 20 – before the plan submittal deadline. Because of the limited Energy & Sustainability Committee meeting dates that occur before this deadline, staff is recommending the Committee authorize the Energy & Sustainability Committee Chair, Vice Chair, and CVAG's Executive Director to approve the 2028 I-REN application and business plan with a continuation of existing programs – while also reinforcing advocacy for programs that benefit residential homes as well as small and medium commercial buildings.

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.

ITEM 13M

Coachella Valley Association of Governments
Executive Committee
December 1, 2025

**STAFF REPORT**

Subject: Revised Start Time for Executive Committee Regular Meetings

Contact: Elysia Regalado, Deputy Clerk (eregalado@cvag.org)

Recommendation: Adopt Resolution 2005-03 and approve the updated start time for the CVAG Executive Committee's regular meetings

Background: CVAG's Executive Committee has historically met at 4:30 p.m. on the last Monday of the month, or the first Monday when it conflicts with a holiday. At the start of the fiscal year, CVAG was required to relocate its meetings to a new venue due to the City of Palm Desert's plans to demolish its former meeting space in preparation for construction of the City's new public library. Once completed, the new library will include a permanent meeting space for CVAG's use.

In the interim, CVAG has secured a temporary venue. The Coachella Valley Water District (CVWD) generously offered the Steve Robbins Administration Building Training Room in Palm Desert to host CVAG's standing committee meetings, including the Executive Committee. While CVWD's facility provides a suitable interim location, the daily gate closure schedule has created logistical challenges for meetings beginning at 4:30 p.m., staff presented the option of adjusting the start time.

At the September 29, 2025 Executive Committee meeting, members expressed interest in moving the start time to 4:00 p.m. to ensure smooth access and avoid conflicts with facility operations. This adjustment would better align with CVWD's access schedule and ensure continuity of operations until CVAG transitions into its permanent meeting space at the new public library.

Staff recommends adopting Resolution 2005-03 to establish the new meeting time. Additionally, CVAG staff has communicated the new start time to scheduling assistants at member jurisdictions.

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

Attachments:

1. Resolution 2025-03
2. CVAG Meeting Schedule for Fiscal Year 2025-26

RESOLUTION NO. 2025-003

**A RESOLUTION OF THE
EXECUTIVE COMMITTEE OF THE
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
UPDATING THE REGULAR MEETING SCHEDULE**

THE EXECUTIVE COMMITTEE OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

WHEREAS, the CVAG Executive Committee has historically convened its regular meetings at 4:30 p.m. on the last Monday of September, January, February, April and June, as well as the first Mondays of December and June; and

WHEREAS, due to the City of Palm Desert's demolition of CVAG's former meeting space to construct a new public library, CVAG has temporarily relocated its meetings to the Coachella Valley Water District's Steve Robbins Building Training Room in Palm Desert; and

WHEREAS, CVWD's facility access schedule creates logistical challenges for meetings starting at 4:30 p.m.; and

WHEREAS, the Brown Act (Government Code §54954(a)) requires legislative bodies to establish the time and place of regular meetings by ordinance, resolution, or rule; and

WHEREAS, at its September 29, 2025 meeting, the Executive Committee expressed interest in adjusting the regular meeting start time to 4:00 p.m. to better accommodate venue logistics;

NOW THEREFORE BE IT RESOLVED as follows:

1. The Executive Committee of the Coachella Valley Association of Governments hereby establishes the regular start time of its meetings at 4:00 p.m., effective immediately and continuing until such time as the Executive Committee designates otherwise.

PASSED AND ADOPTED by the Executive Committee of the Coachella Valley Association of Governments, County of Riverside, State of California on December 1, 2025.

By: _____
V. Manuel Perez
CVAG Chair

Witnessed By: _____
Tom Kirk
Executive Director

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS SCHEDULE OF MEETINGS

FISCAL YEAR 2025/2026



STANDING COMMITTEES & GOVERNING BODIES	DAY	TIME	JULY (Dark)	AUG (Dark)	SEPT	OCT (Dark)	NOV	DEC (Dark)	JAN	FEB	MAR (Dark)	APR	MAY	JUN
EXECUTIVE COMMITTEE	Last Monday	4:00 p.m.	-	-	29	-	H Dec 1	-	26	23	-	27	H June 1	29
TRANSPORTATION COMMITTEE	1 st Monday	10:00 a.m.		-	H Aug 25	-	3	-	5	2	-	6	4	1
ENERGY AND SUSTAINABILITY COMMITTEE	2 nd Thursday	12:00 p.m.	-	-	11	-	13	-	8	12	-	9	14	11
PUBLIC SAFETY COMMITTEE	2 nd Monday	9:00 a.m.	-	-	8	-	10	-	12	9	-	-	11	8
HOMELESSNESS COMMITTEE	3 rd Wednesday	10:00 a.m.	-	-	17	-	19	-	21	18	-	15	20	17
GENERAL ASSEMBLY	Last Monday in June	6:00 p.m.	-	-	-	-	-	-	-	-	-	-	-	29
COACHELLA VALLEY CONSERVATION COMMISSION	2 nd Thursday	10:30 a.m.	-	-	11	-	13	-	8	12	-	9	14	11
DESERT COMMUNITY ENERGY	3 rd Monday	3:00 p.m.	21	18	15	20	17	-	H Jan 12	H Feb 9	16	20	18	15
COACHELLA VALLEY POWER AGENCY	Last Monday	3:00 p.m.	28	25	29		H Dec 1	-	26	23		27	H -	22*

H = Holiday * = Special Meeting

AGENDAS CAN BE FOUND AT: www.cvag.org.

UPDATED: October 3, 2025

PLEASE NOTE: When it becomes necessary to have a special meeting or to change the date of a meeting, committee members will be alerted and the change will be noted on the CVAG website calendar.

ITEM 14A

**Coachella Valley Association of Governments
Executive Committee
December 1, 2025**



STAFF REPORT

Subject: Amending the Reimbursement Agreement for Jefferson Street Widening (Avenue 38 to Sun City Boulevard)

Contact: Julie Mignogna, Transportation Program Manager (jmignogna@cvag.org)

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement with the City of Indio for the Jefferson Street Widening Project (Avenue 38 - Sun City Boulevard), increasing the regional funding share by \$1,953,750 and extending the time trigger to December 31, 2027 to allow for completion of the Plans, Specifications and Engineer's Estimate (PS&E)

Transportation Committee: Concurred (Meeting of November 3)

Background: In December 2022, the CVAG Executive Committee authorized a reimbursement agreement with the City of Indio to provide regional funding to improve Jefferson Street between Avenue 38 and Sun City Boulevard. The project includes widening the existing two-lane and four-lane roadway to the ultimate general plan configurations of four- and six-lanes.

Three components of the Jefferson Street project are included in CVAG's most recent 2016 Transportation Project Prioritization Study (TPPS): Jefferson Street from Avenue 38 to Avenue 39, which is ranked 227th; Jefferson Street from Avenue 40 to 0.27 miles South of Avenue 39, which tied for third in the TPPS ranking; and Jefferson Street from Sun City Boulevard to Avenue 38, which is included in the unranked, regional Active Transportation Program (ATP) for bicycle facilities.

The section from Avenue 40 to Avenue 39, which ranked third in the 2016 TPPS, placed it well within the top 10 percent of TPPS projects. A portion of Jefferson Street between Avenue 40 and Avenue 39 has already been widened to its ultimate street configuration to accommodate Shadow Hills High School campus traffic.

The City of Indio conducted a traffic study for the project and determined that by including the lower-ranked segment of between Avenue 39 to Avenue 38, and extending the project to Sun City Boulevard just south of Avenue 40, the project would bring the entire corridor up to an acceptable level of service and bring all of Jefferson Street north of Interstate 10 to its ultimate general plan condition.

It is typical to look at the TPPS not only in terms of individual segment ranking, but corridor, sub-corridor or "buildable project" combined segment scores and ranking. The stretch of Jefferson Street from Avenue 38 to Sun City Boulevard would show a weighted average in the top ten

percent of currently ranked TPPS projects. The project also includes bicycle and pedestrian facilities that are consistent with the current CVAG Regional ATP and the 2021 CVAG ATP Design Guidelines.

In December 2024, the Executive Committee approved Amendment No.1 to extend the time trigger by one year to complete the Project Approval & Environmental Document phase (PA&ED), including a public engagement process to receive input on three design concepts.

The PA&ED phase is now complete, but cost slightly more than the initial estimate that CVAG based its authorization on in 2022. The City of Indio is requesting \$1,953,750 in regional funds to cover the additional costs related to PA&ED as well as prepare the Plans, Specifications and Engineer's Estimate phase (PS&E). Amendment No. 2 will also extend the time trigger to commence construction by 24 months to December 31, 2027.

CVAG staff supports the City's request and is recommending approval of Amendment No. 2. With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes.

Fiscal Analysis: CVAG's original agreement with the City provided regional 75 percent share of the PA&ED phase estimated at \$300,000, and authorized \$225,000 in regional funding. This phase of the project actually cost \$325,000 due to increased costs for the additional public engagement efforts.

The City is now requesting \$1,953,750 of additional regional funding. This includes \$18,750 to cover 75 percent share of the additional public engagement costs in the PA&ED phase. The City's request also includes \$1,935,000 for the PS&E Phase now that the PA&ED is complete. Amendment No. 2 brings the total regional funding committed to the project to \$2,178,750. There are sufficient regional transportation funds in the Fiscal Year 2025-26 budget to cover this phase of the project.

Once PS&E is complete, staff anticipates that the City will come back to request additional funding for right of way and construction. Future funding requested will be assessed based on funding available at the time.

Attachments:

1. City of Indio request letter
2. Draft Amendment No. 2 to Reimbursement Agreement
3. Project location map



take center stage

October 7, 2025

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

Subject: Request for Amendment 2 for the Jefferson Street Widening Project Agreement between CVAG and the City of Indio.

Dear Mr. Hoy,

The City of Indio respectfully requests the Coachella Valley Association of Governments (CVAG) approve Amendment No. 2 to the Agency Reimbursement Agreement between the City of Indio (City) and CVAG for the Jefferson Street Widening Project from Avenue 38 to Sun City Boulevard increasing Regional Arterial Program Funding Contribution from \$225,000 to \$2,178,750 an increase of \$1,953,750. It also requests to extend the time trigger to commence construction to December 31, 2027.

CVAG previously authorized and obligated the following:

Original Reimbursement Agreement, dated 12-05-2022	\$ 225,000
Amendment 1, dated 12-02-2024	\$ 0

This Proposed Amendment Request would add	\$ 1,953,750
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Total CVAG Funding Authorization to date:	\$ <u>2,178,750</u>
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The Project's cost estimate per phase is:

Phase	Estimated Cost
PA/ED	\$ 325,000
PS&E	\$ 2,580,000
Right of Way	\$ 1,000,000
Construction	\$ 10,000,000
Construction Management	\$ 1,500,000
Contingency	\$ 2,500,000
Total Costs:	\$ 17,905,000

The Project's funding includes:

Funding Source	Funding Amount
City Funding Share:	\$ 4,476,250
CVAG Funding Share*:	\$ 13,428,750
Total Costs:	\$ 17,905,000

The increased project costs of the project are due to the project advancement to the next phase of development. The City has developed the 35% geometric approval drawings outlining the project impacts and anticipated right-of-way and utility impacts. The City will be procuring a consultant to perform the environmental review, final design, and right-of-way activities by January 2026.

As detailed above, the environmental, and final design phases are estimated to be \$2,905,000. The regional 75% share of this phase is \$2,178,750.

The extension of the time trigger is due to unanticipated complexities in the preliminary planning of the project. The City evaluated three different options for the active transportation elements and held two community meetings to discuss the project elements. The final preferred alternative includes a Class I bike facility, consistent with the City's General Plan, along the west side of Jefferson Street. Due to these impacts the City requests a 24-month extension to the time trigger to commence construction.

The City of Indio appreciates CVAG's consideration of increasing the Regional Arterial Program funding contribution and time trigger toward the proposed Jefferson Street Widening Project.

Please feel free to contact me, Timothy Wassil, at (760) 391-4042 or by email at twassil@indio.org with any questions.

Sincerely,

Timothy T. Wassil

Timothy T. Wassil, PE
Director of Public Works

Enclosures:

- 1) Project Map
- 2) CVAG Amendment Request Checklist

AMENDMENT NUMBER TWO
to the
AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN
CVAG AND THE CITY OF INDIO
for
PRELIMINARY DESIGN AND ENVIRONMENTAL STUDIES (PS&E)
JEFFERSON STREET WIDENING FROM AVENUE 38 TO SUN CITY BOULEVARD

This **AMENDMENT NUMBER TWO** is made and entered into this 1st day of December 2025, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **City of Indio** ("**Agency**"), and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated **December 5, 2022**, Preliminary Design and Environmental Studies (PS&E) for the Jefferson Street Widening (Ave 38 to Sun City Blvd).

1. This Amendment Number Two authorizes the commencement for the Plans, Specifications and Engineer's Estimate Phase (PS&E).
2. This Amendment Number Two extends the time trigger to commence construction to December 31, 2027.
3. This Amendment Number Two authorized additional regional funding in the amount not to exceed \$1,953,750, inclusive of an additional \$18,750 in regional funding for the Project Approval & Environmental Document.
4. The total amount payable under this agreement shall not exceed \$2,178,750.

Original Agreement	December 5, 2022	\$225,000
Amendment Number One	December 2, 2024	\$0
Amendment Number Two	December 1, 2025	\$1,953,750
Total Agreement Not-to-Exceed		\$2,178,750

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

Continued on next page

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

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

ATTEST:

CITY OF INDIO

By: _____
Bryan Montgomery, City Manager

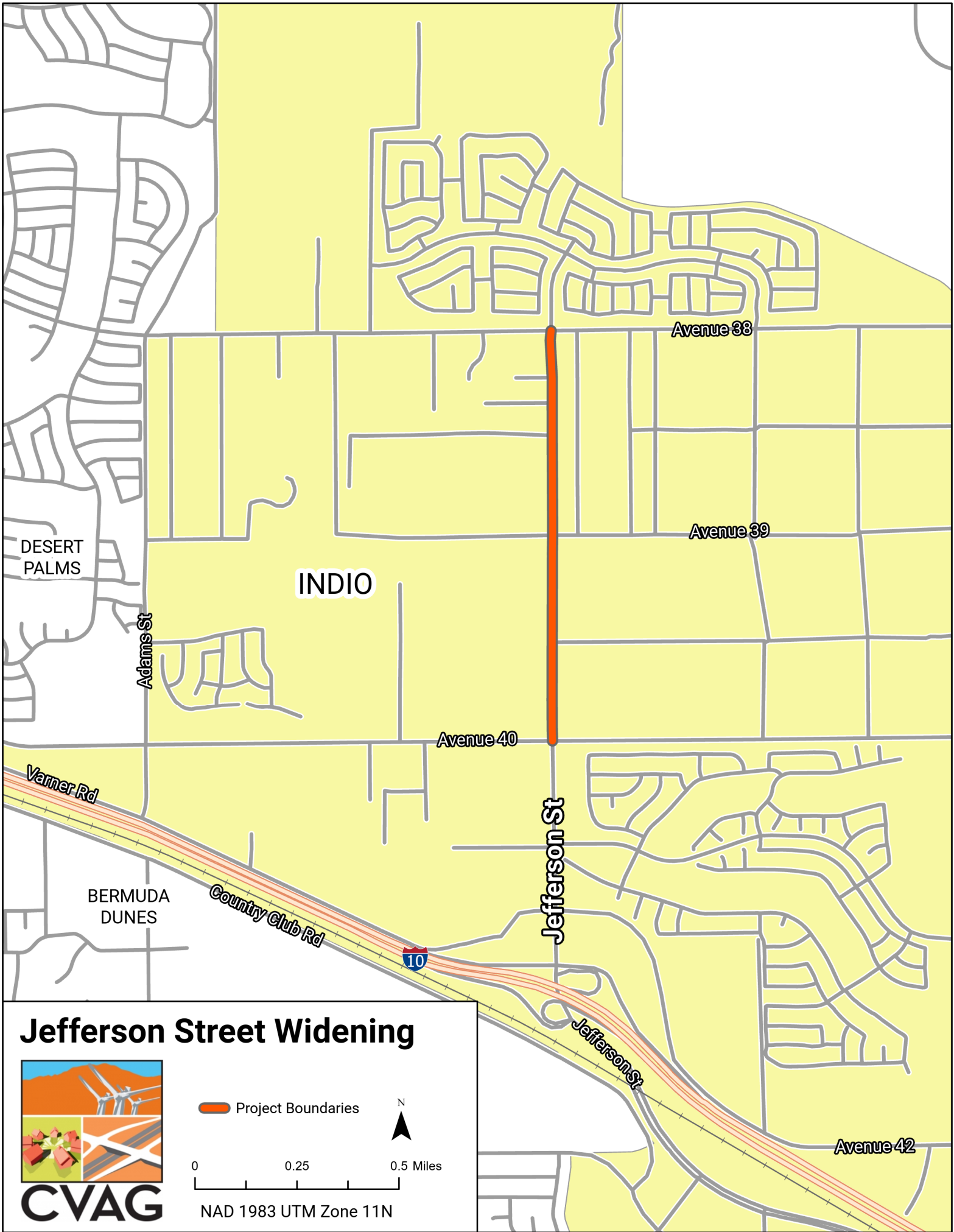
By: _____
Glenn Miller, Mayor

ATTEST:

**COACHELLA ASSOCIATION OF
GOVERNMENTS**

By: _____
Tom Kirk, Executive Director

By: _____
V. Manuel Perez, Chair



ITEM 14B

**Coachella Valley Association of Governments
Executive Committee
December 1, 2025**



STAFF REPORT

Subject: Reimbursement Agreement Amendment for the Avenue 50 Widening (Jefferson Street to Jackson Street) Project

Contact: Julie Mignogna, Transportation Program Manager (jmignogna@cvag.org)

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement with the City of Indio for the Avenue 50 Widening Project (Jefferson Street to Jackson Street), adding an additional \$1,936,815 in regional funding and extending the time trigger to December 31, 2027 to allow for completion of the Plans, Specifications and Engineer's Estimate (PS&E)

Transportation Committee: Concurred (Meeting of November 3)

Background: On February 28, 2022, the CVAG Executive Committee approved a reimbursement agreement with the City of Indio for a widening project on Avenue 50 between Jefferson Street to approximately 300-ft west of Botella Place. The agreement calls for improving Avenue 50 to a four-lane boulevard with two lanes each direction and including sidewalks and bike lanes on each side. These improvements are in the City of Indio to the north and City of La Quinta to the south, between Jefferson Street and Madison Street. The City of La Quinta is in support of the project and of Indio's role as Lead Agency.

The proposed project includes three buildable segments from the current Transportation Project Prioritization Study (TPPS) as summarized below:

- Avenue 50 from Jefferson Street to Madison Street is the 10th ranked project. The jurisdiction of this project segment is shared between City of Indio and City of La Quinta.
- Avenue 50 from Madison Street to Monroe Street is the 34th ranked project, and is located entirely in the City of Indio.
- Avenue 50 from Monroe Street to Jackson Street is the 34th ranked project, and is fully within the City of Indio.

The original agreement included a time trigger that required construction to start within two years. In February 2024, Amendment No. 1 was approved to extend the time trigger to December 31, 2025 and allow for the completion of the preliminary design and environmental document phase (PA&ED).

The environmental document is being finalized and the project has started final design. Adoption of the environmental document is scheduled for December 2025. The City is now requesting \$1,936,815 to complete final design and prepare the Plans, Specifications, and Engineer's

Estimates (PS&E). Amendment No. 2 will also extend the time trigger by 24 months to December 31, 2027 to commence construction.

CVAG staff is recommending approval of Amendment No. 2. With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes.

Fiscal Analysis: The original reimbursement agreement estimated that the PA&ED phase would cost \$900,000. CVAG's 75 percent regional share of the cost was \$675,000, and the 25 percent local share was \$225,000. The City is now requesting \$1,936,815 of additional regional funding for the PS&E Phase now that the PA&ED is complete.

Amendment No. 2 brings the total regional funding committed to the project to \$2,611,815. There are sufficient regional transportation funds in the Fiscal Year 2025- 26 Budget to cover this phase of the project.

Once PS&E is complete, staff anticipates that the City will come back to request additional funding for right-of-way and construction. Future funding requests will be assessed based on funding available at the time.

Attachments:

1. Amendment No. 2 to the Reimbursement Agreement
2. City of Indio's Request Letter
3. Project Map

**AMENDMENT NUMBER TWO
TO THE
REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF INDIO
FOR THE
PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE (PS&E) FOR
AVENUE 50 WIDENING FROM JEFFERSON STREET TO JACKSON**

This **AMENDMENT NUMBER TWO** is made and entered into this 1st day of December 2025, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**) and the **City of Indio (City)** 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 February 28, 2022, for the preliminary design and environmental studies for Avenue 50 widening from Jefferson Street to Jackson Street.

1. This Amendment Number Two authorizes the completion of the final design and prepare the Plans, Specifications and Engineer's Estimate Phase (PS&E).
2. This Amendment Number Two extends the time trigger to commence construction to December 31, 2027.
3. This Amendment Number Two authorizes additional regional funding in the amount not to exceed \$1,936,815.
4. The total amount payable under this agreement shall not exceed \$2,611,15.

Original Agreement	February 28, 2022	\$675,000
Amendment Number One	February 26, 2024	\$0
Amendment Number Two	December 1, 2025	<u>\$1,936,815</u>
Total Agreement Not-to-Exceed		<u>\$2,611,815</u>

Continued on next page

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

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

ATTEST

CITY OF INDIO

Bryan Montgomery, City Manager

Glenn Miller, Mayor

ATTEST

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

Tom Kirk, Executive Director

V. Manuel Perez, CVAG Chair



take center stage

October 7, 2025

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

Subject: Request for Amendment 2 for the Avenue 50 Widening Project Agreement between CVAG and the City of Indio.

Dear Mr. Hoy,

The City of Indio respectfully requests the Coachella Valley Association of Governments (CVAG) approve Amendment No. 2 to the Agency Reimbursement Agreement between the City of Indio (City) and CVAG for the Avenue 50 Widening Project from Jefferson Street to approximately 300 feet west of Botella Place increasing Regional Arterial Program Funding Contribution from \$675,000 to \$2,611,815 an increase of \$1,936,815. It also requests to extend the time trigger to commence construction to December 2027.

CVAG previously authorized and obligated the following:

Original Reimbursement Agreement, dated 02-28-2022	\$ 675,000
Amendment 1, dated 02-26-2024	\$ 0

This Proposed Amendment Request would add	\$ 1,936,815
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Total CVAG Funding Authorization to date:	\$ <u>2,611,815</u>
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The Project's cost estimate per phase is:

Phase	Estimated Cost
PA/ED	\$ 663,802
PS&E	\$ 2,818,618
Right of Way	\$ 3,500,000
Construction	\$ 24,414,000
Construction Management	\$ 3,662,100
Contingency	\$ 4,882,900
Total Costs:	\$ 39,941,420

The Project's funding includes:

Funding Source	Funding Amount
City Funding Share:	\$ 9,985,355
CVAG Funding Share*:	\$ 29,956,065
Total Costs:	\$ 39,941,420

The increased project costs of the project are due to the project advancement to the next phase of development. The City is pleased to inform you that the environmental document is being finalized and the project has started final design. Adoption of the environmental document is scheduled for December 2025.

As detailed above, the environmental and final design phases are estimated to be \$3,482,420. The regional 75% share of this phase is \$2,611,815.

The extension of the time trigger is due to unanticipated challenges with the environmental evaluation. Thorough studies have been performed to address biological, cultural, and traffic impacts associated with the proposed improvements. The City will be phasing the project to complete the work from Jefferson Street to Madison Street as part of Phase 1, which is anticipated to start construction by May 2026. Construction for Phase 2 is anticipated to start by May 2027. Due to these delays, the City requests a 24-month extension of the time trigger to commence construction on all phases.

The City of Indio appreciates CVAG's consideration of increasing the Regional Arterial Program funding contribution and time trigger toward the proposed Avenue 50 Widening Project.

Please feel free to contact me, Timothy Wassil, at (760) 391-4042 or by email at twassil@indio.org with any questions.

Sincerely,

Timothy T. Wassil

Timothy T. Wassil, PE
Director of Public Works

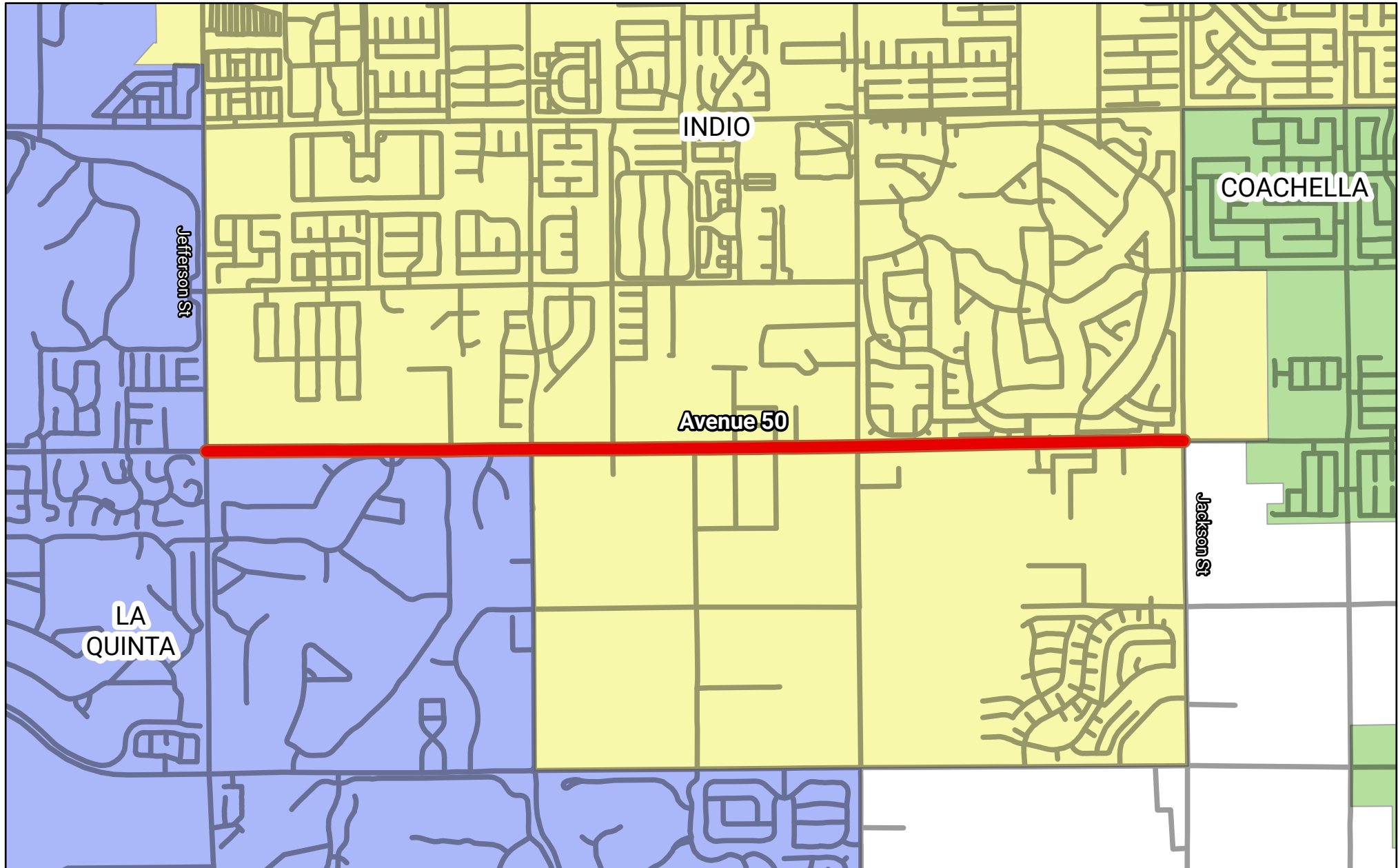
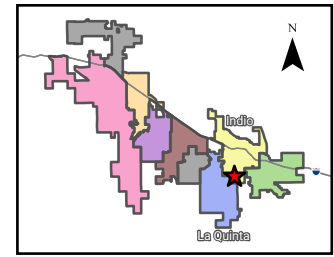
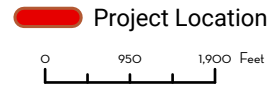
CC: Bryan McKinney, City of La Quinta

Enclosures:

- 1) Project Map
- 2) CVAG Amendment Request Checklist



Avenue 50 Project Limits



ITEM 14C

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: CV Link Project Close Out

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

Recommendation: Authorize the Executive Director to accept and file necessary project close out documents, including Notices of Completion, for CV Link

Transportation Committee: Concurred (Meeting of November 3)

Background: This milestone is 14 years in the making: CVAG staff is now recommending the Transportation and Executive Committees authorize the Executive Director to take the necessary steps to close out the construction of CV Link.

CV Link, which has been a CVAG project since 2011, represents a significant breakthrough in alternative transportation, offering a safe pathway for walking, running, biking, or using low-speed electric vehicles like golf carts. This initiative brings considerable environmental, health, and economic advantages to both residents and visitors. Spanning more than 40 miles across the valley, the project typically features a dual-path structure: a broad concrete lane catering to cyclists and low-speed electric vehicles, alongside a narrower decomposed granite trail designed for pedestrians and runners. The on-street sections of the CV Link in Palm Springs and Palm Desert adopted a protected cycle track layout that was a first for the Coachella Valley.

The CV Link route was built in segments that received initial approval from the California Transportation Commission (CTC) back in May 2019. This segmented approach allowed CVAG to complete large portions of the project as soon as they secured right-of-way for these segments, rather than delaying the entire project while waiting to obtain access to remaining parcels. CV Link has been divided into seven segments. This segmentation strategy ensured that the project's advantages could be enjoyed sooner rather than later, including seven miles that have been previously opened in the Cities of Palm Springs, Cathedral City and Palm Desert. CVAG staff is looking to the future of the CV Link, with feasibility studies underway assessing extensions to both North Shore/Mecca and Desert Hot Springs.

In April 2025, the Transportation and Executive Committees authorized some additional authorities to the Executive Director in order to get CV Link across the finish line. At the time, staff was working with its two prime construction contractors – Granite Construction Company and Ames Construction – to finalize the final stages of construction along 35 miles of the project route. Work was substantially completed this summer and CVAG is poised to open the project.

Staff is now recommending authorization to prepare and file the necessary project close out documents. These documents include a Notice of Completion (NOC) for the project prime

contractors, Granite Construction Company and Ames Construction. This recommendation will also authorize the Executive Director to coordinate with project partners, including the cities that led the building of early segments, in order to document the end of construction and incorporate all segments future maintenance work. Looking ahead, staff will also be returning to the Committees with updates to the Transportation Policies and Procedures Manual, which is currently mum on a procedure for how CVAG handles such project completions.

While the notice of completion itself is a perfunctory task, the end of CV Link's construction is certainly a cause for celebration.

CV Link was the largest active transportation project in the state, if not the nation, when it was first launched by CVAG. Largely located along the Whitewater River/ Coachella Valley Storm Water Channel, CV Link provides a safer alternative to walking and biking along the Coachella Valley's fast-moving roadways, where too many cyclists and pedestrians have been hit or killed. CV Link also provides significant environmental, health, air quality and economic benefits to generations of current and future residents and visitors. The project would not have been possible without the steadfast support of CVAG's elected leadership, Caltrans, the Coachella Valley Water District, Southern California Association of Governments, Riverside County Transportation Commission, as well as funding partners such as California Transportation Commission, South Coast Air Quality Management District, Desert Healthcare District/ Foundation, California Strategic Growth Council and Riverside County Parks. CVAG officially celebrated the project with grand opening celebrations in the project's participating cities. The celebrations started on Wednesday, Nov. 5 and ran through November 10.

Fiscal Analysis: The recommended actions do not have a direct fiscal impact, however, CVAG has previously secured funding commitments from an array of sources for CV Link's planning and construction, which is reflective of the broad support the project has had. These include:


State Active Transportation Program:	\$	21,692,000
State Transportation Improvement Program:	\$	18,655,000
South Coast Air Quality Mitigation District:	\$	19,125,603
Federal Congestion Mitigation and Air Quality:	\$	12,600,000
Desert Healthcare District:	\$	10,000,000
California Strategic Growth Council:	\$	1,000,000
Riverside County Parks:	\$	750,000
Bicycle Transportation Account Grant:	\$	748,500
Caltrans Environmental Justice Grant:	\$	291,000

Attachment: Photos from CV Link's grand opening celebrations:

<https://coachellavalleylink.com/updates/grand-opening-celebrations/>

ITEM 15a**2025/26 EXECUTIVE COMMITTEE ATTENDANCE ROSTER**

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

Absent 
 No Meeting -
 Present ✓
 Special Meeting *

ITEM 15b

**Coachella Valley Association of Governments
Executive Committee
December 1, 2025**



STAFF REPORT

Subject: **Regional Transportation Project Status Report**

Contact: Julie Mignogna, Transportation Program Manager (jmignogna@cvaq.org)

Recommendation: Information

Background: CVAG staff provides regular updates to the Transportation and Executive Committees on regionally significant projects through project status reports. This Regional Project Status Report includes the latest updates organized by project type: interchange, bridge, arterial, active transportation, and regional projects led by CVAG.

Fiscal Analysis: Funding for these projects has been budgeted through the project phase indicated and secured through various funding sources.

CVIAG Funded Phase Legend	
PSR	Project Study Report
PAIED	Preliminary Engineering / Environmental Document
P&SE	Plans Specifications & Estimates
ROW	Right of Way
CON	Construction

COR=County of Riverside; RM=Rancho Mirage; PO=Palm Desert; PS=Palm Springs; CC=Calvernia City; COA=Cochella LQA; QUINTA=TNP Twenty Nine Palms; BAND of Mission Indians; Other Acronyms: PAED=Project Approval and Environmental Design; PE=Preliminary Engineering; PSR=Project Study Report; RR=Railroad; UPRR=Union Pacific Railroad; WWR=Whittewater River; SCE=Southern California Edison; HBP=Highway Bridge Program; CWD=Cochella Valley Water District

ITEM 15c

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: Coordination of Clean Energy Programs for Residential, Commercial and Industrial Sectors

Contact: Eman Nazir, Management Analyst (enazir@cvag.org)

Recommendation: Information

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN), known as the Inland Regional Energy Network (I-REN). In addition to its own programs, I-REN has been working with other clean energy programs to make it easier for residents and businesses across the Inland Empire to access the programs. CVAG staff provided an overview of these coordination efforts when the I-REN Executive Committee met on October 21, and staff is recapping the information for CVAG's Energy & Sustainability Committee with this report.

One of the largest new investments to the region is the Equitable Building Decarbonization (EBD) program, funded by the California Energy Commission. The program aims to reduce greenhouse gas (GHG) emissions in homes by funding decarbonization retrofits to low- and moderate-income households. The Statewide Incentive Program also incentivizes the increased adoption of low-carbon technologies. The EBD also helps achieve climate goals by encouraging resiliency to extreme heat, improving indoor air quality, addressing energy affordability and providing electric grid support.

In 2024, the California Energy Commission awarded \$329 million to the Southern California Equitable Building Decarbonization Coalition (SoCal EBD Coalition), led by Los Angeles County, to launch a residential Direct Install Program across the Southern Region. I-REN, as a coalition partner, was allocated approximately \$1.35 million to support marketing and outreach in Riverside and San Bernardino Counties. This program will fund no-cost home retrofits such as heat pumps, efficient appliances, insulation, and other upgrades that reduce energy use and cut utility bills. Administration of the program in the I-REN region is guided by a Memorandum of Understanding (MOU) between WRCOG and Los Angeles County, with WRCOG contracting with the Inland Empire Community Foundation (IECF) to oversee program administration across I-REN territories.

Within the Inland Empire, the CEC has identified Initial Community Focus Areas (ICFAs). CVAG staff continues to analyze the maps to better understand how the ICFAs were developed and what that means for program eligibility. For example, the CEC identified "Indio" as a subregional label for the Coachella Valley, although CVAG staff's preliminary review indicates that it actually encompasses parts of Indio, Coachella, and Bermuda Dunes. Staff will continue to update CVAG's member jurisdictions based on the who is eligible for program participation.

At present, several program elements remain in development. In the coming months, WRCOG and ICF will contract a Program Advisor and coordinate with local community based organizations to help with engagements. Residential project installations are expected to start by early to mid-2026. CVAG

staff will be tracking this program and preparing a strategic framework to ensure the Coachella Valley is positioned to capture its fair share of program resources once implementation begins.

In addition to the EBD program, I-REN partners are identifying third-party residential, commercial, and industrial energy efficiency programs that can complement I-REN's efforts. CVAG staff is leading coordination on the residential programs, consistent with the February 2025 direction from the Executive Committee and the Energy & Sustainability Committee to advocate for energy efficiency programs benefiting Residential and Commercial (small and medium) building sectors as part of the I-REN Business Plan development.

To date, three programs have been engaged:

- [Maroma Energy Services \(MES\) – MES](#) delivers no-cost residential energy conservation measures, including efficient appliances, solar photovoltaics (PV) systems, and weatherization. MES' initiatives include the Energy Savings Assistance Program, Low-Income Weatherization Program, and SCE's Building Electrification offerings. Staff have already engaged with MES to align referral pathways and are developing plans for coordinated outreach that leverages I-REN's existing community connections. MES staff provided an update to the I-REN Executive Committee on October 21, 2025, and CVAG staff will be leading coordination with MES and other residential partners to integrate their programs into community events and city-level engagements.
- [Cascade Energy](#) – Cascade supports commercial and industrial corporations with metering, energy monitoring, project identification, and emissions reduction strategies. Their services help organizations identify efficiency upgrades, maximize incentives, and track savings. Staff met with Cascade to discuss engagement approaches, and Cascade is preparing to pilot a referral-based model using I-REN's regional connections until broader outreach strategies are implemented.
- [South Coast Air Quality Management District \(SCAQMD\)– Go Zero Incentive Program](#) – As previously outlined to CVAG's Energy & Sustainability Committee Go Zero offers' rebates of up to \$4,000 for single-family, multifamily, and small businesses replacing gas space or water heating equipment with Energy Start heat pumps, with higher incentives in SB 535-designated communities. The program also provides application assistance and installer training. Staff have begun coordination with SCAQMD to align outreach efforts.

Staff will continue evaluating additional programs to expand resources for residents, businesses, and local governments, and will provide regular updates to the Committee on progress.

Fiscal Analysis: There is no cost to CVAG for this informational update.

ITEM 15d

Coachella Valley Association of Governments Executive Committee December 1, 2025



STAFF REPORT

Subject: Native Planting Palette Resources for the Coachella Valley

Contact: Will Steichen, Management Analyst – Conservation (wsteichen@cvag.org)

Recommendation: Information

Background: At its September meeting, the Energy & Sustainability Committee was provided an update on the Shade Trees for Southern California Deserts program that is being launched in partnership with Imperial Irrigation District (IID). The grant-funded program will significantly boost urban greening efforts in Imperial and Riverside County through a three-year, 6,000 tree planting project, of which half will go to the Coachella Valley and the other half to Imperial County communities served by IID.

The discussion led to some questions from members about the use of native and climate-appropriate plants in landscapes throughout the Coachella Valley. CVAG, the Coachella Valley Conservation Commission (CVCC) and other partners have developed several planting palette guides over the years, and this staff report highlights three of them that are intended to assist jurisdictions, land managers, developers, and residents in choosing plant species that support conservation goals, climate resilience, and community well-being.

The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), managed by the CVCC, provides an official plant palette in Table 4-112. This includes a comprehensive list of native species suitable for landscaping within the Plan Area. Developed in collaboration with The Living Desert and the Coachella Valley Mountains Conservancy, this palette serves as the foundational resource for ensuring that landscaping within conservation areas and mitigation projects supports native biodiversity.

In 2021, CVAG supported a CivicSpark fellowship that led to the development of an Urban Greening Guide. This guide focuses on building urban greening capacity. It includes a Tree Palette, developed through consultation with arborists, nurseries, University of Riverside, The Living Desert and other experts. It was intended to support cities in implementing climate action plans, pursuing grant funding, and guiding community-level greening projects.

The Friends of the Desert Mountains (FODM) has also produced a Native Planting Guide. The most recent guide, produced in 2023-24, is designed for broad public use. It provides a reader-friendly, visually engaging resource that highlights the ecological, cultural, and practical benefits of native plants. It also complements the more technical palettes by offering a tool that residents, schools, and community groups can easily apply.

Staff is including copies of all three guides as part of this report. Collectively, these resources reinforce the importance of aligning conservation goals with community greening efforts and provide a suite of tools that can be applied across technical, policy, and public-facing contexts.

Fiscal Analysis: There is no additional cost for this informational item.

Attachments:

1. CVMSHCP Plant Palette (Table 4-112)
2. Urban Greening Guide - CivicSpark (2021)
3. Friends of the Desert Mountains' Native Planting Guide

**Table 4-112: Coachella Valley Native Plants
Recommended for Landscaping¹**

BOTANICAL NAME	COMMON NAME
Trees	
<i>Washingtonia filifera</i>	California Fan Palm
<i>Cercidium floridum</i>	Blue Palo Verde
<i>Chilopsis linearis</i>	Desert Willow
<i>Olneya tesota</i>	Ironwood Tree
<i>Prosopis glandulosa</i> var. <i>torreyana</i>	Honey Mesquite
Shrubs	
<i>Acacia greggii</i>	Cat's Claw Acacia
<i>Ambrosia dumosa</i>	Burro Bush
<i>Atriplex canescens</i>	Four Wing Saltbush
<i>Atriplex lentiformis</i>	Quailbush
<i>Atriplex polycarpa</i>	Cattle Spinach
<i>Baccharis sergiloides</i>	Squaw Water-weed
<i>Bebia juncea</i>	Sweet Bush
<i>Cassia (Senna) covesii</i>	Desert Senna
<i>Condalia parryi</i>	Crucillo
<i>Crossosoma bigelovii</i>	Crossosoma
<i>Dalea emoryi</i>	Dye Weed
<i>Dalea (Psoralea) schottii</i>	Indigo Bush
<i>Datura meteloides</i>	Jimson Weed
<i>Encelia farinosa</i>	Brittle Bush
<i>Ephedra aspera</i>	Mormon Tea
<i>Eriogonum fasciculatum</i>	California Buckwheat
<i>Eriogonum wrightii membranaceum</i>	Wright's Buckwheat
<i>Fagonia laevis</i>	(No Common Name)
<i>Gutierrezia sarothrae</i>	Matchweed
<i>Haplopappus acradenius</i>	Goldenbush
<i>Hibiscus denudatus</i>	Desert Hibiscus
<i>Hoffmannseggia microphylla</i>	Rush Pea
<i>Hymenoclea salsola</i>	Cheesebush
<i>Hyptis emoryi</i>	Desert Lavender
<i>Isomeris arborea</i>	Bladder Pod
<i>Juniperus californica</i>	California Juniper
<i>Krameria grayi</i>	Ratany
<i>Krameria parvifolia</i>	Little-leaved Ratany
<i>Larrea tridentate</i>	Creosote Bush
<i>Lotus rigidus</i>	Desert Rock Pea
<i>Lycium andersonii</i>	Box Thorn
<i>Petalonyx linearis</i>	Long-leaved Sandpaper Plant
<i>Petalonyx thurberi</i>	Sandpaper Plant
<i>Peucephyllum schottii</i>	Pygmy Cedar
<i>Prunus fremontii</i>	Desert Apricot
<i>Rhus ovata</i>	Sugar-bush
<i>Salazaria mexicana</i>	Paper-bag Bush

Table 4-112 (cont.)

BOTANICAL NAME	COMMON NAME
<i>Salvia apiana</i>	White Sage
<i>Salvia eremostachya</i>	Santa Rosa Sage
<i>Salvia vaseyi</i>	Wand Sage
<i>Simmondsia chinensis</i>	Jojoba
<i>Sphaeralcea ambigua</i>	Globemallow (Desert Mallow)
<i>Sphaeralcea ambigua rosacea</i>	Apricot Mallow
<i>Trixis californica</i>	Trixis
<i>Zauschneria californica</i>	California Fuchsia
Groundcovers	
<i>Mirabilis bigelovii</i>	Wishbone Bush (Four O’Clock)
<i>Mirabilis tenuiloba</i>	White Four O’Clock (Thin-lobed)
Vines	
<i>Vitis girdiana</i>	Desert Grape
Accent	
<i>Muhlenbergia rigens</i>	Deer Grass
Herbaceous Perennials²	
<i>Adiantum capillus-veneris</i>	Maiden-hair Fern (w)
<i>Carex alma</i>	Sedge (w)
<i>Dalea parryi</i>	Parry Dalea
<i>Eleocharis montevidensis</i>	Spike Rush (w)
<i>Equisetum laevigatum</i>	Horsetail (w)
<i>Juncus bufonis</i>	Toad Rush (w)
<i>Juncus effuses</i>	Juncus (w)
<i>Juncus macrophyllus</i>	Juncus (w)
<i>Juncus mexicanus</i>	Mexican Rush (w)
<i>Juncus xiphioides</i>	Juncus (w)
<i>Notholaena parryi</i>	Parry Cloak Fern
<i>Pallaea mucronata</i>	Bird-foot Fern
Cacti and Succulents	
<i>Agave deserti</i>	Desert Agave
<i>Asclepias albicans</i>	Desert Milkweed (Buggy-whip)
<i>Asclepias subulata</i>	Ajamete
<i>Dudleya arizonica</i>	Live-forever
<i>Dudleya saxosa</i>	Rock Dudleya
<i>Echinocereus engelmannii</i>	Calico Hedgehog Cactus
<i>Ferocactus acanthodes</i>	Barrel Cactus
<i>Fouquieria splendens</i>	Ocotillo
<i>Mamillaria dioica</i>	Nipple Cactus
<i>Mamillaria tetrancistra</i>	Corkseed Cactus
<i>Nolina parryi</i>	Parry Nolina
<i>Opuntia acanthocarpa</i>	Stag-horn or Deer-horn Cholla
<i>Opuntia bigelovii</i>	Teddy Bear or Jumping Cholla
<i>Opuntia basilaris</i>	Beavertail Cactus
<i>Opuntia echinocarpa</i>	Silver or Golden Cholla
<i>Opuntia ramosissima</i>	Pencil Cholla, Darning Needle Cholla

Table 4-112 (cont.)

BOTANICAL NAME	COMMON NAME
<i>Yucca schidigera</i>	Mojave Yucca, Spanish Dagger
<i>Yucca whipplei</i>	Our Lord's Candle

¹ Source: "Coachella Valley Native Plants, Excluding Annuals (0 ft. to approximately 3,000 ft. elevation)." Compiled by Dave Heveron, Garden Collections Manager, and Kirk Anderson, Horticulturist, The Living Desert, May, 2000, for the Coachella Valley Mountains Conservancy.

² Common names for herbaceous perennials that are followed by "(w)" indicate a water or riparian species.

Table 4-113: Prohibited Invasive Ornamental Plants¹

BOTANICAL NAME	COMMON NAME
<i>Acacia</i> spp. (all species except <i>A. greggii</i>)	Acacia (all species except native catclaw acacia)
<i>Arundo donax</i> (✓)	Giant Reed or Arundo Grass
<i>Atriplex semibaccata</i> (✓)	Australian Saltbush
<i>Avena barbata</i>	Slender Wild Oat
<i>Avena fatua</i>	Wild Oat
<i>Brassica tournefortii</i> (✓✓)	African or Saharan Mustard
<i>Bromus madritensis</i> ssp. <i>rubens</i> (✓)	Red Brome
<i>Bromus tectorum</i> (✓✓)	Cheat Grass or Downy Brome
<i>Cortaderia jubata</i> [syn. <i>C. atacamensis</i>]	Jubata Grass or Andean Pampas Grass
<i>Cortaderia dioica</i> [syn. <i>C. selloana</i>]	Pampas Grass
<i>Descurainia sophia</i>	Tansy Mustard
<i>Eichhornia crassipes</i>	Water Hyacinth
<i>Elaeagnus angustifolia</i>	Russian Olive
<i>Foeniculum vulgare</i>	Sweet Fennel
<i>Hirschfeldia incana</i>	Mediterranean or Short-pod Mustard
<i>Lepidium latifolium</i>	Perennial Pepperweed
<i>Lolium multiflorum</i>	Italian Ryegrass
<i>Nerium oleander</i>	Oleander
<i>Nicotiana glauca</i> (✓)	Tree Tobacco
<i>Oenothera berlandieri</i> (#)	Mexican Evening Primrose
<i>Olea europea</i>	European Olive Tree
<i>Parkinsonia aculeata</i> (✓)	Mexican Palo Verde
<i>Pennisetum clandestinum</i>	Kikuyu Grass
<i>Pennisetum setaceum</i> (✓✓)	Fountain Grass
<i>Phoenix canariensis</i> (#)	Canary Island Date Palm
<i>Phoenix dactylifera</i> (#)	Date Palm
<i>Ricinus communis</i> (✓)	Castorbean
<i>Salsola tragus</i> (✓)	Russian Thistle
<i>Schinus molle</i>	Peruvian Pepper Tree or California Pepper
<i>Schinus terebinthifolius</i>	Brazilian Pepper Tree
<i>Schismus arabicus</i>	Mediterranean Grass
<i>Schismus barbatus</i> (✓✓)	Saharan Grass, Abu Mashi
<i>Stipa capensis</i> (✓✓)	No Common Name
<i>Tamarix</i> spp. (all species) (✓✓)	Tamarisk or Salt Cedar
<i>Taeniatherum caput-medusae</i>	Medusa-head

Table 4-113 (cont.)

BOTANICAL NAME	COMMON NAME
<i>Tribulus terrestris</i>	Puncturevine
<i>Vinca major</i>	Periwinkle
<i>Washingtonia robusta</i>	Mexican fan palm
<i>Yucca gloriosa</i> (#)	Spanish Dagger

¹ Sources: California Exotic Pest Plant Council, United States Department of Agriculture-Division of Plant Health and Pest Prevention Services, California Native Plant Society, Fremontia Vol. 26 No. 4, October 1998, The Jepson Manual; Higher Plants of California, and County of San Diego Department of Agriculture.

Key to Table 4-113:

- # indicates species not on CalEPPC October 1999 “Exotic Pest Plants of Greatest Ecological Concern in California” list
- ✓ indicates species known to be invasive in the Plan Area
- ✓✓ indicates particularly troublesome invasive species

4.5.6 Barriers

Land uses adjacent to or within a Conservation Area shall incorporate barriers in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping in a Conservation Area. Such barriers may include native landscaping, rocks/boulders, fencing, walls and/or signage.

4.5.7 Grading/Land Development

Manufactured slopes associated with site Development shall not extend into adjacent land in a Conservation Area.

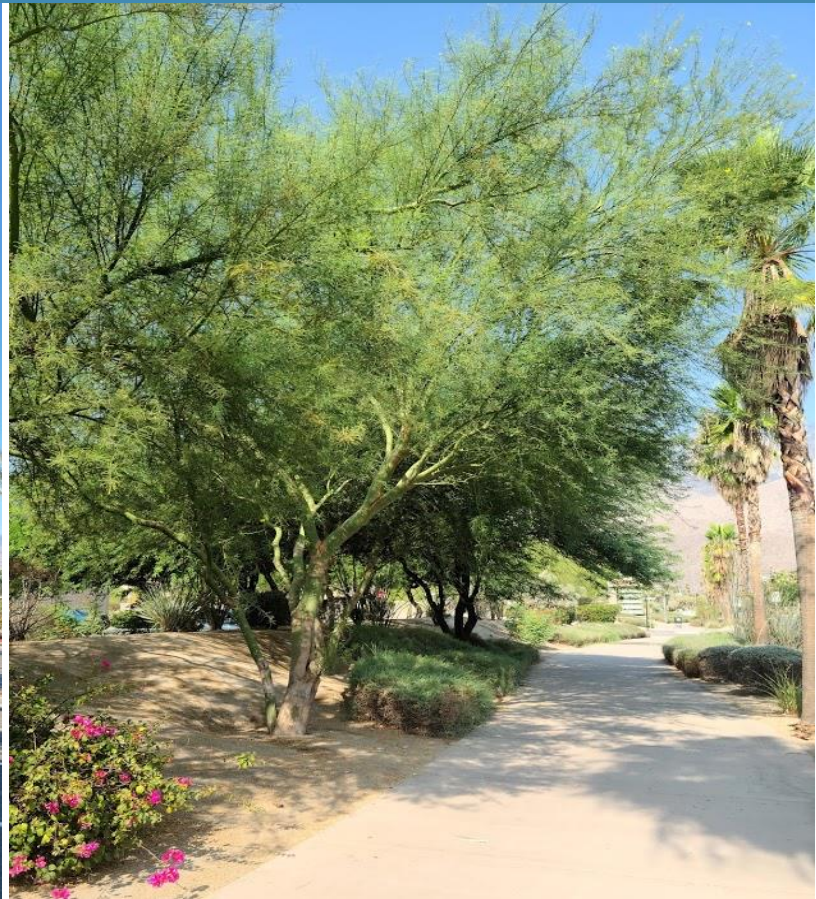
4.6 Impact and Anticipated Levels of Take and Habitat Loss

This section summarizes anticipated Take levels. The information is necessary to assess the Plan's impacts on the Covered Species and the conserved natural communities and to delineate the extent of Take authorized under the permits. A full discussion of the Plan's effects on the Covered Species and conserved natural communities is found in the EIR/EIS accompanying the Plan.

In the Plan, anticipated Take for Listed Species (animal species) for which Habitat distribution models have been developed is measured in terms of Habitat acres affected by the Covered Activities both outside and within the Conservation Areas. For purposes of this calculation, it is assumed that all non-federal lands outside the Conservation Areas may be subject to Take. This represents a worst-case scenario, and Take or Habitat loss at that level is not likely to occur within the 75-year term of the Take Permits. The acres of Take or Habitat loss were determined by overlaying Habitat maps with the Plan Area map, and

Urban Greening Guide

Urban Greening in the Southern California Desert



The best time to plant a tree was 20 years ago. The second-best time is now.

- Chinese proverb

**Coachella Valley Association of Governments
October 2021**



Introduction

The purpose of this guide is to share the benefits of sustainable tree planting with desert homeowners and local jurisdictions to promote urban greening. Urban greening refers to public landscaping and urban forestry projects that create mutually beneficial relationships between city dwellers and their environments. The guide highlights the benefits of trees for cooling, reducing energy consumption, enhancing climate resilience, and promoting wellness. Resources on urban tree planting include tree selection, proper placement for tree planting, and a tree palette.

The desert environment is changing, presenting challenges for growing and maintaining healthy trees. Within the last 20 years, the average yearly temperatures have exceeded the long-term average.¹ Mean temperatures recorded at Coachella Valley weather stations in Indio and Palm Springs have increased 5-6 degrees Fahrenheit over the last 40 years.² ([WesternRegionalClimateCenterIndioFireStation](#)). Other indicators of climate change affecting trees include drought, heatwaves, record-setting temperature extremes, and increases in damaging insects and disease. These indicators suggest that the desert region should make cooling services a priority, to build resilience to heat-related impacts. Trees offer many benefits to keep urban areas cool in the increasingly hot summers that lie ahead.

The information in this guide was compiled from Coachella Valley Association of Governments (CVAG) cities and other desert programs. Arborists, landscape architects, and other landscape professionals were consulted on tree selection and tips for keeping urban trees healthy and long-lived. maintenance practices. These experts provided insight on trees most suitable for the desert climate that helped in development of the tree palette.

Research done in the Coachella Valley found that areas shaded by trees or vegetation had a ground surface temperature more than 50 degrees F cooler in the summer compared to an exposed, paved parking lot.

- Janet Hartin,
Area Environmental Horticulture
Advisor with UC Extension

Trees, whether for a residential lot, a city park, or to shade a walking path, are an investment of time and money. And, under the best of circumstances, the desert is a challenging environment for trees to grow. Change in the desert climate is affecting the ability for trees to grow successfully and survive for their expected lifespan. Selecting the right tree and ensuring it has the best chance to survive will protect your investment, whether it is one tree for your home, or many trees for a public green space. There are many great local resources on desert landscaping and trees and this guide is not intended to replace these publications. Check the Resources section to find links to sources with detailed information about planting, irrigation, maintenance, and tree selection.

Acknowledgements

This guide was developed through a collaboration between CVAG and CivicSpark. CivicSpark is a program of the Local Government Commission and Americorps, dedicated to building capacity for local governments by implementing community resilience and sustainability projects. CivicSpark Fellow Tory Brewster developed and authored the guide during her CivicSpark year with CVAG. Energy and Environmental Resources Department staff assisted with the guide development and provided editorial support.

A special thanks to the CVAG Energy and Environmental Resources Committee for identifying urban greening as a priority for the desert region. The concepts for this guide were developed in response to discussions held at Energy and Environment Committee meetings beginning in 2019.

Lastly, thanks to the local experts consulted for the guide. These experts include:

- ✦ Jacob Alvarez, Assistant to the City Manager, City of Coachella, Integrated Climate Adaptation and Resiliency Program (ICARP) Technical Advisory Committee Member
- ✦ Kirk Anderson, Curator of Gardens, The Living Desert Zoo and Gardens
- ✦ Lori Gavitt, Horticulturist/Arborist, The Reserve
- ✦ Ron Gregory, Vice President and Director of Landscape Architecture, MSA Consulting, Inc.
- ✦ Janet Hartin, Area Environmental Horticulture Advisor, UC Cooperative Extension
- ✦ Chris Hermann, President/CEO, Hermann Design Group
- ✦ Darrell Jenerette, Landscape and Ecosystem Scientist, Professor of Botany and Plant Sciences and Director, Center for Conservation Biology at University of California, Riverside
- ✦ Randy Myers, Owner, Randy G. Myers Nursery
- ✦ Paul Ortega, Principal, Paul Ortega Landscape Design and Consulting
- ✦ Deanna Pressgrove, Environmental Conservation Manager, City of Cathedral City
- ✦ Chris Thompson, President, Green Desert Nursery

**Prepared by:
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CivicSpark Fellow
2020/2021**

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Section 1:

Benefits of Trees

NATURAL / ENVIRONMENTAL BENEFITS

Section 1: Benefits of Trees

The desert region is becoming increasingly urbanized. Green spaces in a community are of vital importance to the urban ecosystem. The benefits to humans from nature are known as ecosystem services, often defined as direct and indirect contributions of natural systems to human well-being. We depend on nature for local ecosystem services that have a substantial impact on the quality of life in our communities. Urban greening encourages communities to enhance urban green spaces including parks, street trees, urban trails, desert washes, and cultivated land.

Natural/Environmental Benefits:

Trees offer many environmental benefits in the urban environment. Trees will:

- ✦ Reduce energy use through cooling effects and shading buildings
- ✦ Improve air quality by absorbing and filtering pollutants
- ✦ Reduce urban heat island effect
- ✦ Provide habitat for wildlife and enhance biodiversity
- ✦ Manage stormwater, reduce flooding, and improve water quality
- ✦ Reduce greenhouse gases by carbon sequestration and avoided carbon emissions from reduced energy use
- ✦ Beautify a neighborhood
- ✦ Reduce exposure to harmful UV radiation³

Cooling Benefits of Trees

A significant benefit of urban trees is their ability to moderate temperature and microclimate. Planting the right tree in the right place is key to maximizing the energy-saving and other benefits that trees provide. When planted properly, a single tree can:

- ✦ save a homeowner up to 20% on energy costs.
- ✦ directly shade your home or buildings, decreasing the need for air conditioning and reducing your energy bill,
- ✦ make your home or office more comfortable
- ✦ protect your family's health by improving air quality, providing cooling shade for outdoor activities



Trees along the west facing side of buildings shade windows and walls from direct sun. Palm Desert City Hall

The cooling benefits of trees are enhanced by the tree's "canopy", the total amount of leaves and branches which intercept sunlight. Shade from tree canopies creates cool areas underneath by intercepting solar radiation and preventing the warming of the land surface. Selecting trees with broad canopies will provide more shade in parking lots and other urban spaces.

In urban heat islands, nighttime temperatures can be as much as 22° F higher as the heat is gradually released from buildings and pavement.

- Center for Climate Change and Health

Improve Air Quality

As urban temperatures increase, so too do airborne pollutants and smog.⁴ Trees benefit urban environments by removing significant amounts of major air pollutants, equal to removing the carbon dioxide emissions from 138,510 cars. The ecosystem service urban trees provide is valued at \$5.4 billion dollars. The value is based on avoided health care costs, productivity losses associated with adverse health events, and longer lifespans.⁵

Across an entire city, small changes in air temperature could be a huge benefit as it can slow the formation of smog. Just a couple of degrees can also reduce peak power demand, by reducing the energy load from air conditioning.

-Lawrence Berkeley National Laboratory

Provide Windbreaks

Trees also decrease the wind speed under their canopy and shield buildings from cold winter breezes.⁶ The more compact the foliage on the group of trees, the more effective the windbreak.⁷

To create windbreaks, plant trees north and northwest of a structure. Planting trees on the north and northwest of a building can reduce energy use in the winter.⁸ In an area with consistently strong winds like the Coachella Valley, this is yet another benefit of trees.

Enhance Wildlife Habitat and Biodiversity

Just as they provide benefits to humans, urban trees and green spaces provide habitat for wildlife. A lot of attention has been focused on the importance of bees and other pollinators to the ecosystem and the agricultural economy. Selecting specific trees that meet the needs of pollinators encourage these beneficial critters and increase their chance of reproduction. Green spaces and urban trees, especially native species also:

- provide food for wildlife.
- offer nesting and roosting sites for many birds in an urban environment.
- serve as habitat corridors, providing pathways for wildlife to reach surrounding natural habitat.
- provide resources for urban animals, increase biodiversity in urban green spaces.



Desert willow flowers in a parking lot attract birds, bees, hummingbirds

Within urban green spaces, enhancing biodiversity by planting a variety of tree species improves the quality and quantity of habitat for wildlife, reduces the risk of pest infestations, disease, and increase resilience.⁹ Sustainable ways of managing urban trees to attract wildlife include avoiding disturbance when pruning to nest sites during the nesting season and avoiding herbicide use. By managing urban trees sustainably, our communities will be enriched by the presence of birds, bats, bees, and other beneficial wildlife for years to come. New management options should be tested and incorporated into local plans to improve sustainable and biologically rich urban green areas.

Ultimately we need to recognize that while humans continue to build urban landscapes, we share these spaces with other species.

🌿 *David Suzuki*

Tree Inventory

Another way to promote biodiversity is to inventory the trees in a community to establish a baseline for setting management objectives. An inventory provides a way for a community to determine what trees they have and where they are planted. Tree inventories collect information on tree species, location, and overall health. Inventories can be conducted on all trees in a municipality, a sample of trees, or on select trees. Data can be used to identify management objectives, identify the diversity of species in an area, and provide information on tree age. Forest assessment tools include the American Forests' CITYgreens and the United States Forest Service's i-Tree (please see Resources section).

ECONOMIC BENEFITS & ENERGY SAVINGS

Economic Benefits:

Besides the beauty they add to urban green spaces, trees have many benefits, including economic benefits. For the United States, the total economic value of the natural benefits that trees provide, including cooling and reduced building energy use, pollution removal, carbon sequestration, and avoided pollutant emissions is \$18.3 billion annually or \$687 per acre of urban tree cover.¹⁰

Trees will:

- 🌿 Save energy and cut costs for summer cooling (shade) and winter heating (windbreak)
- 🌿 Increase property values, benefiting owners and increasing local tax revenues
- 🌿 Boost business/commercial district activity and appeal

- ✎ Support green industry jobs
- ✎ Reduce costs to taxpayers for traditional “grey” infrastructure
- ✎ Increase pavement life
- ✎ Provide recyclable material such as mulch

Energy Savings:

Another significant benefit of urban trees is their ability to moderate temperature and microclimate. Shade trees intercept sunlight before it warms a building. Numerous studies suggest they keep your home and property cooler and reduce energy and cooling needs by 20 percent or more. Urban trees also reduce stormwater runoff, minimize soil erosion, and improve urban air quality by reducing smog, which also results in cost savings.

Trees can help reduce the roughly 40% of all US energy consumption that is generated by residential and commercial buildings.

- *Vibrant Cities Lab*

SOCIAL AND WELLNESS BENEFITS: EQUITY IN URBAN GREENING

Social and Wellness Benefits: Equity in Urban Greening

Cities globally have incorporated sustainable development into their planning and led the way in responding to the world’s ecological crisis by “going green.” In addition to natural benefits and cost savings, urban greening provides social and health benefits. Urban green space accessibility is considered as the key to urban sustainability progress, not only environmentally, but also economically and socially.

Though not an exhaustive list, some of these social and equity benefits include:

- ✎ Promote public health and wellness
- ✎ Encourage physical activity and strengthen community engagement
- ✎ Offer safe places to gather
- ✎ Reduce crime
- ✎ Enhance neighborhoods by creating attractive, shaded outdoor spaces
- ✎ Promote social equity and environmental justice in underserved communities
- ✎ Create visual and sound buffers
- ✎ Create and enhance walkable streets

Health

An increase in the number and intensity of heatwaves has been linked with heatstroke, hypothermia, and increased death rates. The health benefits of pollution removal by trees have been shown to reduce incidences of human mortality and significantly reduce incidences of acute respiratory symptoms.



A relaxing green space at Cancer Survivors' Park, Rancho Mirage

These benefits increase as population density increases because more people receive the pollution removal benefits of trees. Vegetation cover, greenness, has been associated with other health effects such as childhood obesity rates. In addition, research shows that urban trees and vegetation can increase mental energy, improve worker attitudes on the job, and reduce stress, anger, depression, and anxiety.

Supporting Underserved Communities

Inequalities in the availability of urban greening enhancements and associated benefits can occur in areas with fewer homeowners and more rental housing. Renters do not own and control the property where they reside and so may be less able to plant and maintain trees. Renters also have a higher rate of mobility than homeowners. Trees require long-term maintenance, and renters may be less able to take on the responsibility. Therefore, areas dominated by rental housing are less likely to have tree cover and receive the natural benefits trees provide.

Equity assessments should be done to consider the current distribution of greening services in traditionally disadvantaged and marginalized communities.

When people have access to natural elements, they experience better health outcomes.¹¹ Public housing residents report that they can better cope with major life stressors such as poverty, the threat of violence, and raising children in impoverished conditions when green spaces are available.¹²

When planning an urban greening initiative, it is essential to incorporate principles of environmental justice and involve community members from underserved communities.

Growth is inevitable and desirable, but destruction of community character is not. The question is not whether your part of the world is going to change. The question is how.

-Edward T. McMahon



Section 2:

Best Locations for Tree Planting

GENERAL PLANTING CONSIDERATIONS

Section 2: Best Locations for Tree Planting

General Planting Considerations

Placement: Right Tree, Right Place

Proper tree placement can make a big difference in the benefits that tree provides for the urban ecosystem. Planting a tree that is too large for the space provided or in an area that is inadequate for the tree will reduce its success and likely reduce lifespan.¹³ One of the principles of selecting the right location to plant trees is using the "Right tree, Right place" method.¹⁴

Right Tree

In making a tree selection, think about the multiple benefits your tree will offer. A tree to provide shade can also support pollinators, provide nest sites for birds, and edible fruits for humans. Here are some suggestions to think about when selecting the right tree:



*These trees have enough space to grow to mature height and are well-placed to provide shade for park seating, creating a natural "cooling center."
Cathedral City Hall*

- ☛ The tree's full-grown size is suited for your site and the space available to plant the tree. The Tree Palette (please see Section 5) can be used to check the size of the tree.
- ☛ Only vigorous, healthy trees should be selected because unhealthy trees may present hazards, introduce disease, and unnecessarily increase costs.
- ☛ Native species should always be preferred when planting trees in urban areas.
- ☛ Native species are better adapted to the local environment, which means they will grow more efficiently and require less water and maintenance.
- ☛ Native species also provide better habitat resources for native bees, pollinators, birds, and other wildlife species.
- ☛ Cultivars and non-native species that are not invasive may also be selected. Make sure they are tree species that do well in the desert climate and are water efficient.
- ☛ When selecting plants for urban greening, think about future shifts in the range of native species due to climate change. As temperatures warm, the range of commonly used desert tree species and their natural boundaries will shift as well.¹⁵

- Other factors to consider are climate, soil, environmental conditions, planting space, existing vegetation, aesthetics, land ownership and regulations, social influences, and maintenance requirements.¹⁶

Right Place

Our experts emphasized the importance of planning and design considerations before planting trees. When considering the right place to plant a tree, here are some things to think about:

- Purpose for planting the tree.
- Soil, sun, and moisture conditions
- Tree location (the right place),
- Species growth and form (the right tree)
 - Height.** Will the tree bump into anything when it is fully grown? Size of a tree at maturity indicates how far away from pavement and powerlines trees should be planted.
 - Canopy spread.** How wide will the tree grow? Trees with a large canopy provide the most shade and reduce heat.
 - Form or shape.** Round and V-Shaped species offer the most shade. A columnar tree will grow in less space but may not offer as much shade.
 - Is the tree deciduous or evergreen?** Will it lose its leaves in the winter?
 - Growth rate.** How long will it take for your tree to reach its full height? Slow growing species typically live longer than fast growing species.
- Undesirable features. The type of litter a tree drops, such as flowers, berries, pods, sap, and thorns, should be considered for trees in parking lots and other public settings.
- Hardiness zone indicates the temperature extremes in which a tree can be expected to grow. To encourage longer tree life, plant trees in locations where they have enough space to grow. Depending on the mature size of the tree, suggested minimum widths of planting sites for trees are:
 - 3 to 4 feet for small trees,
 - 4 to 6 feet for medium trees, and
 - Greater than 6 feet for large trees



These trees provide shade at southwest corner of building. It is best to plant trees a minimum of 15-20 feet away from your foundation. Indio City Hall

A common theme in the comments from experts was that trees in this region don't live as long as they should, sometimes dying in 15 years or less. Factors that contribute to tree longevity include proper irrigation, permeable surfaces/pavements, quality of tree selected, space the tree needs to grow, and proper maintenance. Some of the challenges for urban trees in the desert region include:

- ✦ Improper maintenance and irrigation seem to be the most common issues affecting landscape trees in the desert region.
- ✦ Space needs to be big enough for tree to grow. Need larger planters, especially in parking lots.
- ✦ Use native species as much as possible.
- ✦ Select trees based on low water use.
- ✦ Good drainage is essential. Permeable pavers and other permeable materials allow some water to percolate.
- ✦ Irrigation is critical to success of trees. Trees need deep watering, not the same schedule as your lawn. Need more frequent watering at first, but over time more infrequent, longer duration (deeper) watering.
 - Drip irrigation allows water to slowly percolate into soil
 - Try an “ooze tube” – 25 ft soaker hose coiled around the base of the tree (less expensive too)
 - Smart timers help deliver water at best schedule
- ✦ Pruning and trimming practices need improvement. Don’t top trees as they are more likely to fail. Select trees that don’t interfere with powerlines.
- ✦ Allow trees to develop their own natural shape. Allow tree to develop with multiple trunks which better support the tree canopy at maturity and reduce branches breaking.
- ✦ Avoid monocultures – use a diversity of tree species.
- ✦ Plant palettes from ten years ago need to be updated. There’s a “new normal” affecting trees - extreme heat, climate change, new diseases, and problem insects.
- ✦ Plants with more leaves will absorb more CO₂.
- ✦ Trees that grow too fast can be weak, get too big, then branches snap.
- ✦ Prioritize shade for cooling benefits, reducing heat-related illness.
- ✦ Need to allocate money/resources to maintain trees. Avoid species that require too much maintenance.
- ✦ Use tree species that are “desert tested.” Our climate is very different from other regions; be cautious with “out of area” recommendations
- ✦ Incorporating water saving measures in urban greening projects reduces the cost of water. Creating natural drainage swales or basins that absorb water are two ways to save water.
- ✦ Education is needed about tree selection, maintenance, pruning, watering, trees that enhance biodiversity. Involve water agencies, master gardeners, others.



This multi-trunk tree provides shade for sidewalk and seating area and has enough space to grow into its mature height. Along Fred Waring, Palm Desert.

A local arborist or tree care professional, utility company, local nursery, or county extension office can help with proper tree placement.¹⁷

Shade

In the desert, shade is the first step to reduce energy consumption and save money. Placement of a tree is the key to energy savings. Shade trees do affect summertime electricity use, but the amount of the savings depends on the location of the tree. Strategically placed trees that shade roofs, walls, and walkways will block and dissipate the sun's rays, shielding buildings from unwanted heat.

So, determine the best location for tree planting to maximize the shade benefits of a tree. Trees planted on the south and west sides (or the southwest corner) of a building will create shade from the summer sun, especially in the afternoon, the hottest part of the day.¹⁸ Planting trees on the west side of your property can save as much as 35 percent off air-conditioning bills. Planting trees to shade windows and walls also adds comfort and value to homes and other buildings.

On the south side of a building, a medium size deciduous tree can reduce irradiance by 80% with leaves on it and 40% leafless, generating energy savings of 2 to 7%

- Vibrant Cities Lab



Trees planted along this south-facing wall provide shade for this building during the hottest part of the day.

SPECIFIC SITE GUIDELINES

Specific Site Guidelines

This section looks at some of the things to consider when planting trees in specific sites and provides some suggestions. Consider the opportunities to take advantage of multiple benefits of trees. For example, a parking lot with broad canopy trees offers a lot of shade and also nesting sites for birds. Can the tree be placed to provide shade for a parking lot, a sidewalk, a building at the same time?



Trees planted along a sidewalk on the west-facing side of this building provide multiple shade benefits



Desert willow in parking lot provide shade and produce showy flowers that attract pollinators.

Public Spaces

The size of the tree canopy is an important factor when it comes to selecting trees for parking lots, sidewalks, and other areas where maximum shade is desired. Using the cooling services trees provide is enhanced by placing them in areas where shade is most needed, around well-used park benches, bus stops, walkways, or to shade buildings.

Parking Lots

- ✦ Make shade the priority in parking lots
- ✦ Larger planters will give trees the room they need to grow and support larger trees which provide more shade.
- ✦ Some trees produce sticky substances or fruits, less desirable in parking lots
- ✦ How many trees? Suggestions include one tree for four parking spaces, 13 to 15 trees per 1,000 square feet.



Mature Palo verde trees create deep shade in this parking lot. Cathedral City

- ☛ Select for lower maintenance, water efficiency, heat tolerance
- ☛ Also consider cool pavements, lighter colored to reflect more heat from the sun. Cool pavements reflect as much as 30 to 50 percent of the sun's energy, compared to only 5 percent for new asphalt and 10 to 20 percent for aged asphalt.



Tall slender trees offer limited shade in parking lots. Look for tree species with a broad canopy.



Date palm trees in a parking lot provide a visual statement but offer limited shade.



Trees with a broad canopy like these mesquite trees provide deep shade in a parking lot.

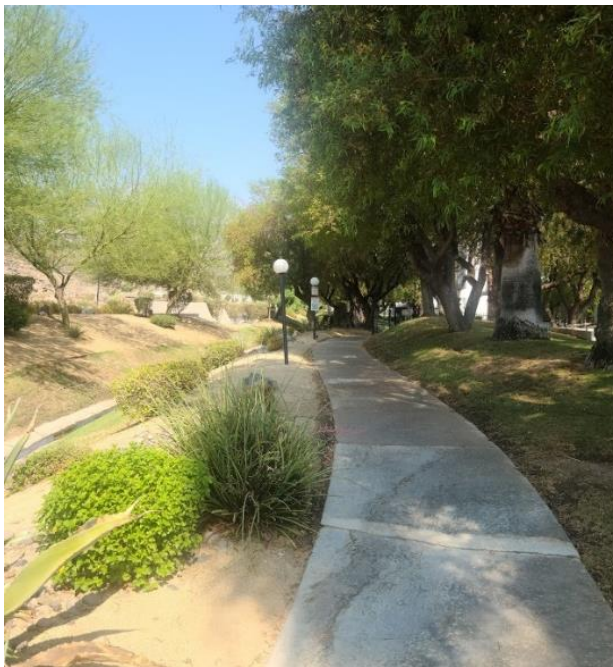


Allowing parking lot trees to develop multiple trunks helps support the canopy as the tree matures and creates more shade.

Sidewalks

Creating attractive sidewalks that offer shade and a welcoming environment are increasingly desirable as cities strive to make their streets and public areas more pedestrian and bicycle friendly. Sidewalk landscaping and street trees look attractive, provide habitat for birds and butterflies, and enhance community livability. Adding permeable paving and retention planters improve soil health and help reduce stormwater runoff.

- ✦ Planting strips for trees should be a minimum of 3 feet wide
- ✦ Use native and drought tolerant species
- ✦ Choose deep-rooted tree species which tolerate flooding or drought, need low or no irrigation when established.
- ✦ Look for trees that provide multiple benefits – shade, wildlife habitat, soil aeration
- ✦ If ongoing irrigation is needed, project should have access to metered water source



Trees provide shading to sidewalks along Highway 111 in Palm Springs.



Cluster of mesquites, palo verde, and palms increase biodiversity and provide deep shade.

Bringing nature back into the city is a way to deal with sprawl. If cities feel a little more natural, people like to live there rather than moving out and dividing up another piece of land that shouldn't be touched.

- Stone Gossard



Which sidewalk . . .



. . . Would you rather walk on?

Medians

Attractively landscaped street medians provide esthetic and environmental benefits in urban settings. Streets in urban areas are often wider than necessary and can be enhanced with trees and landscaping. Center medians or landscaped buffers along the edge of urban streets can help reduce traffic speeds while providing beneficial environmental services, such as stormwater retention and greenhouse gas reduction. Additionally, increased pedestrian and bicycle use can improve the overall health of the population and reduce dependence on fossil-fuel based transportation. Here are some suggestions for planting trees in medians:

- ✦ Trees may be planted in medians four feet or wider, including curbs.
- ✦ Median trees should have arching canopy structures for visibility; upright and columnar trees work well.
- ✦ Tree species selected for planting on median strips that are 4 to 6 feet wide should be expected to grow to trunk diameters no greater than 12 inches.
- ✦ On median strips greater than 6 feet wide, trees obtaining larger diameters may be used.
- ✦ Choose drought tolerant / water efficient, low maintenance species
- ✦ Trees with columnar form are appropriate for narrower planting spaces such as small streets, alleys, and narrow medians.



- ☛ Trees located in medians should have a vertical clearance of the lowest branch of 8 feet in height over the median, and 14 feet in height for any portion of the tree that overhangs the roadway.
- ☛ Landscaped medians reduce impervious space in the roadway, allowing stormwater infiltration or retention in the exposed soil. Medians can also be designed to retain, cleanse, and infiltrate stormwater runoff from the roadway. Where stormwater management is intended in the median, the street should be graded to drain toward the median.



Use tall columnar trees, such as palms, and smaller trees in medians. Use broad canopy trees, such as mesquite, along sidewalks for maximum shade. Palms provide very little shade as a sidewalk tree.

Safety

Once a site is identified, make sure that it is suitable for trees. Some important considerations include:

- ☛ Safety—trees should not be planted very close to buildings or in locations where they could impair driver visibility or otherwise cause traffic problems.
- ☛ Trees should not be grown in an area where they are likely to interfere with existing underground or overhead utility infrastructure.

Conduct a visual inspection and use PA One Call (pa1call.org/PA811/Public/) to ensure that the proposed site will not require tree planting in a utility right of way.



Consider utility lines, sidewalks, and driveways when choosing a location.

URBAN GREENING AT HOME

Use the principles of Right Tree, Right Place. Before you plant a tree around your home, determine the best location to maximize the shade benefits of a tree. Spend some time observing the path of the sun and where shade on your roof, walls and windows is most needed, especially in the afternoon, the hottest part of the day.¹⁹ Planting trees to shade windows and walls also adds comfort and value to your home.

Shade is the first step to reduce energy consumption and save money. Shade your:

- ✦ Walls & windows. Start on the south and west-facing walls
- ✦ Outdoor air conditioner – it will run cooler.²⁰
- ✦ Concrete (driveways, patios) to reduce glare
- ✦ Concrete to reduce radiated heat (heat island effect)

Plant some trees to save some green:

- ✦ Trees enhance the microclimate and are the first line of defense against unwanted heat.
- ✦ Trees and green spaces around your home provides shade on buildings and can decrease air conditionings costs by 20%
- ✦ Select trees that balance shade and water use. Some trees just gulp too much water
- ✦ Trees add value to your property



Mature palo verde trees planted on the southwest corner (left photo) and south-facing (right photo) of the home provide shade during the hottest part of the day.

Irrigation is critical to the success of trees.

- ✦ Trees need deep watering, not the same schedule as your lawn. More frequent watering at first, but over time more infrequent, longer duration (deeper) watering.
- ✦ Drip irrigation allows water to slowly percolate into soil
- ✦ Try an “ooze tube” – 25 ft soaker hose coiled around the base of the tree (less expensive too)
- ✦ Smart timers help deliver water at best and most efficient schedule. Check with your water district about smart timer rebate programs.



Section 3:

Tree Palette

Section 3: Tree Palette

The following tree palette includes native and water efficient trees that are suited to the desert climate. The tree palette includes recommendations from local landscape experts consulted during preparation of this guide. Information presented about each tree was gathered using sources found in the Resources appendix.

The use of local native species is strongly encouraged. Native species are highlighted in green, including cultivars of native species.

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
Scientific Name	Common Name	Evergreen (E) or Deciduous (D)	Height (Feet)	Width (Feet)	Longevity (Years)	Shade Low (L), Moderate (M), Dense (D) in Leaf	Maintenance Level High (H), Medium (M), Low (L)	Native	Litter	Pest & Diseases	Biodiversity	Health, Safety & Environmental Concerns	CO2 Sequestered (lbs.) Tree Lifetime	CO2 Sequestered (\$) Tree Lifetime
<i>Acacia aneura</i>	mulga	E	15-20	15-20	50-150	M			dry fruit	invasive shot hole borer, root rot	attracts birds, not deer palatable	branch strength medium, root damage potential low, allergy health hazard	65.4	1.52
<i>Acacia farnesiana</i>	sweet acacia	D	15-25	15-25	<50	M			dry fruit	resistant to Texas root rot, susceptible to invasive shot hole borer, caterpillars, root rot	attracts birds, not deer palatable	branch strength weak, root damage potential low, allergy health hazard, biogenic emissions moderate	20	0.40

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Acacia greggii</i> (now <i>Senegalia greggii</i>)	catclaw acacia	E	25	20-30		D		•			deer resistant			
<i>Acacia stenophylla</i>	shoestring acacia	E	20-30	10-20	<50	L			dry fruit	susceptible to invasive shot hole borer	attracts birds, not deer palatable	branch strength weak, allergy health hazard	558.3	12.99
<i>Albizia julibrissin</i>	silk tree, mimosa tree	D	20-35	20	<50	L	H		flowers, dry fruit	susceptible to invasive shot hole borer, caterpillars, armillaria, fusarium and root rot	attracts birds, not deer palatable	branch strength medium weak, root damage potential moderate, allergy health hazard, biogenic emissions moderate	56.3	1.31
<i>Bauhinia variegata</i>	purple orchid tree	D	20-35	20-35	40-150	M	M		dry fruit	susceptible to aphids	attracts birds	branch strength medium, root damage potential low, no known health hazard, biogenic emissions moderate	819.7	19.06
<i>Brahea armata</i>	Mexican blue palm	E	20-50	12-25	50-150	M	M		wet fruit	resistant to Texas root rot, susceptible to crown rot	attracts butterflies	branch strength medium, root damage potential low, no known health hazard	368.7	8.57
<i>Butia capitata</i>	pindo palm	E	25	10-12			M		edible fruit	susceptible to root rot and scales	deer resistant, attracts mammals			

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Callistemon viminalis</i>	weeping bottlebrush	E	15-20	15-20	40-150	M	M		dry fruit	susceptible to armillaria and root rot	wildlife use fruit, attracts birds and bees, not deer palatable	branch strength medium, root damage potential low, allergy health hazard, biogenic emissions high, fire resistance favorable	56	1.30
<i>Chamaerops humilis</i>	Mediterranean fan palm	E	10-15	10-15	<150	M	M		fruit	resistant to Texas root rot	not deer palatable	branch strength strong, root damage potential low, no known health hazards	80.8	1.88
<i>Chilopsis linearis</i>	desert willow	D	15-30	10-20	40-150	L	M	•	dry fruit	resistant to Texas root rot, susceptible to root rot	attracts birds, wildlife use fruit	branch strength medium, root damage potential low, allergy health hazard, biogenic emissions moderate	136.7	3.18
<i>Chorisia speciosa</i>	silk floss tree, kapok	D	35-50	40-55		M	M		dry fruit	no concerns	attracts birds			
<i>Cupressus arizonica</i>	Arizona cypress	E	40	40		D	L			susceptible to leaf blight	deer resistant			
<i>Eucalyptus microtheca</i>	coolibah	E	35-50	25	50-150	D	M		dry fruit	resistant to Texas root rot and verticillium, susceptible to beetle borers, armillaria and root rot		branch strength medium, root damage potential moderate, no known health hazards	228.5	5.31

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Eucalyptus spathulata</i>	swamp mallee	E	20-40	20	50-150	M	M		dry fruit	resistant to Texas root rot and verticillium, susceptible to beetle borers, armillaria, phytophthora and root rot	attracts birds, not deer palatable	branch strength medium, root damage potential low, no known health hazards		
<i>Eucalyptus papuana</i>	ghost gum	E	65	20-50		M	L		dry fruit	susceptible to armillaria, phytophthora, root rot and beetle borers, resistant to Texas root rot and verticillium	deer resistant, attracts birds	no known hazards		
<i>Fraxinus uhdei</i>	majestic beauty ash, evergreen ash	E	70-80	60	50-150	M	M		dry fruit	resistant to armillaria, susceptible to scales and white fly, root rot, sooty mold and verticillium	desirable wildlife plant	Branch strength medium, root damage potential moderate, allergy health hazard, fire resistance favorable	990	23.02
<i>Geijera parviflora</i>	Australian willow	E	25-35	20	50-150	M	M		dry fruit	resistant to armillaria	attracts bees, wildlife use fruit	branch strength medium, root damage potential low, no known health hazards, biogenic emissions moderate	7913.6	184.05

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Lagerstroemia indica</i>	crape myrtle	D	25	25	50-150	M	M		dry fruit	resistant to Texas root rot, susceptible to aphids, powdery mildew and sooty mold	attracts birds	branch strength medium, root damage potential low, no known health hazards, biogenic emissions low	1353	31.47
<i>Lysiloma watsonii</i> v. <i>thornberi</i>	feather tree	D	15	12-15	<50		M		dry fruit	resistant to Texas root rot	deer resistant, attracts birds	no known hazards		
<i>Melaleuca quinquenervia</i>	cajeput tree	E	20-40	15-25	50-150	M	M		dry fruit	susceptible to phytophthora and root rot	attracts birds and bees, wildlife use fruit	branch strength medium, root damage potential low, allergy and irritant health hazard, biogenic emissions high		
<i>Olneya tesota</i>	desert ironwood	E	15-30	15-30	50-150	L	L	•	dry fruit		desirable wildlife plant	branch strength strong, root damage potential low, no known health hazards, biogenic emissions moderate	227.1	5.28
<i>Parkinsonia</i> x 'Desert Museum'	desert museum palo verde	D	15-20	20-25	40-150	M	M	•	dry fruit		desirable wildlife plant, attracts bees	branch strength medium, root damage potential low, no known health hazards, biogenic emissions moderate		

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Parkinsonia florida</i>	blue palo verde	D	25	15-20	50-150	L	L	•	dry fruit		attracts birds and bees, wildlife use fruit	branch strength medium, root damage potential low, no known health hazard, biogenic emissions moderate	474.3	11.03
<i>Phoenix dactylifera</i>	date palm	E	80-100	20-40	50-150	M	M		dry fruit and leaves	resistant to Texas root rot	attracts birds, wildlife use fruit	branch strength strong, root damage potential moderate, allergy health hazard, biogenic emissions high	132.3	3.08
<i>Pinus eldarica</i>	Afghan pine, Mondale pine	E	30-80	15-25	50-150	D	L		dry fruit	resistant to verticillium, susceptible to aphids and armillaria	attracts birds and squirrels, not deer palatable, wildlife use fruit	branch strength medium strong, root damage potential moderate, allergy health hazard	2468.10	57.40
<i>Pinus pinea</i>	Italian stone pine	E	40-80	40-60	50-150	D	M		dry fruit	resistant to verticillium, susceptible to aphids, armillaria, phytophthora, root rot, pitch canker	attracts birds and squirrels, not deer palatable, wildlife use fruit	branch strength weak to medium weak, root damage potential moderate, allergy health hazard		
<i>Pistacia chinensis</i>	Chinese pistache	D	25-35	25-35	>150	M	M			resistant to armillaria, susceptible to verticillium and root rot	attracts birds	branch strength strong, root damage potential low, allergy health hazard, biogenic emissions moderate	1515.50	35.25

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Prosopis chilensis</i>	Chilean mesquite	D	30	30	50-150	L	L		dry fruit		attracts birds	branch strength medium, root damage potential low, no known health hazards	563.2	13.10
<i>Prosopis glandulosa v. glandulosa</i>	honey mesquite	E	25-35	25-35		L	L	•	fruit and leaves		attracts birds and mammals, wildlife use fruit	root damage potential low	774.8	18.02
<i>Prosopis hybrid phoenix</i>	phoenix mesquite	E	30	30		M	L				attracts bees			
<i>Prosopis pubescens</i>	screwbean mesquite	D	10-33				L	•	twisted seed pods		attracts a wide variety of animals, host to the marine blue and Leda ministreak, and Palmer's metalmark butterfly		1347.60	31.34
<i>Prosopis velutina</i>	velvet mesquite	D	30	30	50-100	L	L		dry fruit		attracts birds and bees	branch strength medium, root damage potential low, no known health hazards	55.4	1.29
<i>Prunus cerasifera</i>	thunder cloud, purple plum	D	20	20	<50	D	M		wet fruit	susceptible to caterpillars, armillaria, root rot, rust, sooty mold and verticillium	attracts birds	branch strength medium, root damage potential low, no known health hazards, fire resistance favorable	471.7	10.97

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Punica granatum</i>	pomegranate	D	20	15	50-100	D	M		wet fruit	resistant to Texas root rot, susceptible to plant bug, white fly, chlorosis and sooty mold	desirable wildlife plant	branch strength medium, root damage potential low, no known health hazards, fire resistance favorable		
<i>Quercus virginiana</i>	southern live oak	E	40-80	60-100	>150	M	M		dry fruit	resistant to verticillium, susceptible to insect galls, armillaria, phytophthora and root rot	attracts birds and squirrels	branch strength strong, root damage potential moderate, allergy and poisonous health hazard, biogenic emissions high	6717.10	156.22
<i>Rhapis excelsa</i>	slender lady palm	E	5-15	5-15	50-150	M	M		dry fruit	resistant to Texas root rot		branch strength medium, root damage potential low, no known health hazards, biogenic emissions low		
<i>Rhus lancea</i>	African sumac	E	20-30	20-35	50-150	M	M		dry fruit	susceptible to root rot and verticillium	attracts birds	branch strength medium, root damage potential low, no known health hazards, biogenic emissions low, fire resistance favorable	127.2	2.96
<i>Sophora secundiflora</i>	Texas mountain laurel	E	15-25	10-15	50-150	M	L		dry fruit		attracts bees	branch strength medium, root damage potential low, poisonous health hazards	117.5	2.73

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Syagrus romanzoffiana arecastrum romanzoffianum</i>	queen palm	E	50	25-30			M			susceptible to butt rot, armillaria, root rot, scales, and spider mites, resistant to Texas root rot	deer resistant, attracts birds		750.1	17.44
<i>Trachycarpus fortunei</i>	windmill palm	E	30	10	50-150	D	M		dry fruit	resistant to Texas root rot		branch strength medium		
<i>Ulmus parvifolia</i>	evergreen elm, little leaf elm	D	45	35-50			M		dry fruit	susceptible to Dutch elm disease, armillaria, phytophthora, root rot, aphids, beetle borers, beetle leaves, and caterpillars		allergy health hazards	5086	118.28
<i>Vitex agnus-castus</i>	chaste tree	D	10-15	15-20	50-150	M	L		dry fruit	resistant to armillaria	attracts bees	branch strength medium weak, root damage potential low, no known health hazard	31.6	0.73
<i>Washingtonia filifera</i>	California fan palm	E	50-70	10-20	50-150	D	M	•	dry fruit and leaves	resistant to Texas root rot, susceptible to armillaria		branch strength medium strong, root damage potential moderate, allergy health hazard, biogenic emissions moderate, fire resistance favorable	480.6	11.18

SCIENTIFIC NAME	COMMON NAME	DESCRIPTION					MAINTENANCE						EMISSIONS REDUCTION	
<i>Washingtonia robusta</i>	Mexican fan palm	E	80-100	5-10	50-100	D	M		dry fruit and leaves	resistant to Texas root rot, susceptible to beetle borers		branch strength medium strong, root damage potential moderate, allergy health hazard, biogenic emissions moderate, fire resistance favorable	489.5	11.38



Section 4: Planning

INITIAL PLANNING GUIDANCE

Section 4: Planning

Initial Planning Guidance

Urban greening initiatives require hard work, dedication, and advanced planning. Most urban greening grants require the completion of a project proposal (See Appendix I for more information on grants). This section describes how to create a project proposal that can be used for both grant applications and local funding greening initiatives.

In the initial planning stages, it is crucial to outline urban greening goals, consider whether the project is eligible for urban greening grants, and complete a basic plan overview. Afterward, use the project outline to complete the advanced planning steps.

Define Project Objectives

To begin planning, start by defining the purpose of the urban greening project. Describe who the beneficiaries will be and what the intended services are. Examples of project objectives include:

- ✦ Improve the environment
- ✦ Increase the value of your property
- ✦ Provide a shaded space for recreation
- ✦ Prevent soil erosion by wind or water
- ✦ Provide habitat and food for wildlife
- ✦ Conserve energy

Project Plan Overview

After project goals have been determined, create a project overview to specify how this project will be implemented. Consult local experts to aid in this process. A project plan overview should include:

- ✦ A description of your objectives
- ✦ A map of the property and a site description
- ✦ Detailed plans for site preparation
- ✦ The number of trees required by species
- ✦ Planting arrangement and tree spacing
- ✦ Plans to control unwanted vegetation



*Cathedral City Council plants trees at Cathedral City Elementary School for Clean Air Day
Desert Sun, 10/17/2019*

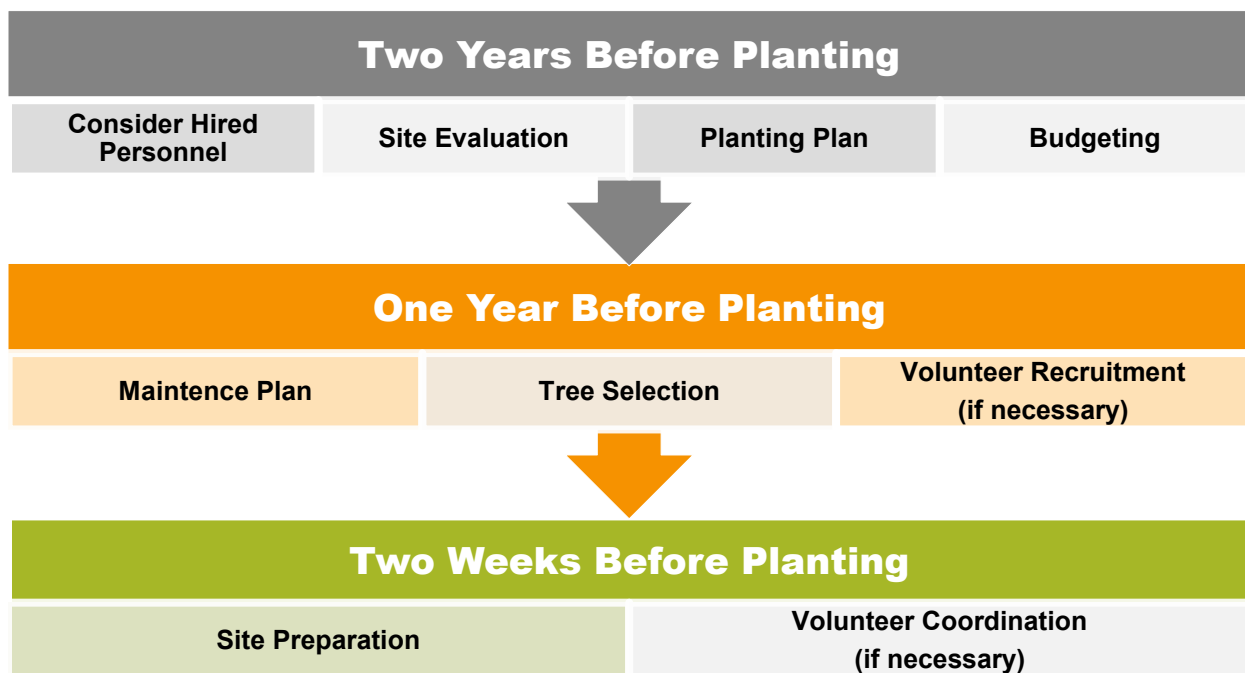
ADVANCED PLANNING

Advanced Planning

Outline Plan for Project

Foster long-term sustainability within the project by outlining objectives for a year, two years, and beyond the initial tree planting. The purpose of the outline is to plan specific tasks that need to be finished.

Consider the following timeline and corresponding planning steps when outlining a project plan. An example outline is included in Appendix II.



Consider Hired Personnel

Consider which contracts and consultants will be working on the projects. Define who the personnel will be and how they will be contributing to the project.

Site Evaluation

Several factors about a site will determine what tree species will do well and what type of planting stock will be the most successful.

These factors include:

- ☛ Soil type and level of compaction
- ☛ Soil moisture and average precipitation rates
- ☛ Light availability

- ☛ Slope
- ☛ Air quality
- ☛ Level of foot traffic
- ☛ Existing vegetative cover

It is best to have an arborist or other landscape professional assess the site before developing a planting plan. Low or no-cost services may be available through local master gardeners. In addition, certain landowners may have people on staff, such as grounds managers or landscape architects, who can also help. Once a site evaluation is completed, the next step is to develop a planting plan.

Planting Plan

Essential elements of a planting plan will be influenced by the site conditions, project goals, and available budget, and include the following:

- ☛ Size of area to be planted
- ☛ Recommended tree density
- ☛ Species selection and number of each species
- ☛ Location of various species and spacing on the site
- ☛ Recommended planting stock type (bare root vs. containerized vs. ball and burlap)
- ☛ Inventory of other supplies needed (e.g., tree shelters, stakes, support cables, or zip ties)



Coachella Grapefruit Blvd. Urban Greening and Connectivity Project. City of Coachella. February 2021

Site Selection

Network with community stakeholders and interest groups to help identify sites that would benefit from additional trees. These include:

- ☛ Municipal officials and employees (public works departments, park and recreation departments)
- ☛ School districts
- ☛ Local environmental, social justice, gardening groups or other grassroots organizations
- ☛ Holders of large tracts of private land (commercial, industrial, and agricultural)
- ☛ Holders of large tracts of public land (state or federal facilities)

Maintenance Plan

A long-term maintenance plan is a good idea for any tree planting. A maintenance plan should include an irrigation plan, vegetation clearance plan. As well as information on spot inspections, how invasive species will be monitored, and the replacement of dead trees.

Irrigation/watering Plan: Does the planting plan call for any watering in addition to average precipitation? If so, the maintenance plan should describe who will water the trees and how often.

Vegetation Clearing: Vegetation should be cleared from around the base of newly planted trees at least once per year to decrease cover for voles and other rodents that like to chew on small trees.

The mulched spot around the young tree should be 4- to 6-feet in diameter. The maintenance plan should identify who will clear the vegetation and what method will be used. Vegetation clearing can generally be stopped once the trees reach 4- to 5-inches in trunk diameter.

Unlike the urban development that I see taking over and swallowing up our precious soil, when we interact with our environment in a way that allows for regeneration and natural spaces, the outcome can be beautiful.

- Cory Trepanier

Spot Inspections: The planting site should be spot-inspected twice a year, preferably once after leaf-out in May and once in October or November. During the examination, any downed or leaning trees should be straightened. Any damage to shelters or cages used to protect trees from animals should also be noted and corrected, if possible.

Finally, any dead or unhealthy trees should be emphasized. The maintenance plan

should identify who will conduct these inspections and the person that will keep inspection notes from year to year.

Replacing Dead Trees: It is expected that some planted trees will die before maturity, and there is generally a strong relationship between the size of trees at planting and the rate of survivorship. Ball and burlapped trees and large containerized trees will survive significantly higher than tiny bare-root seedlings.

If there are project goals related to canopy cover or buffering a water body, replacing some or all the trees that perish may be necessary. The maintenance plan should identify who will make decisions about replacements and be responsible for coordinating replacements.

Invasive Species Monitoring: Invasive species are not native to a particular area and prone to establishing large numbers, out-competing, or otherwise harming native species. All newly planted tree sites should be monitored for new invasions with special

care to eliminate any species that are either known pests to trees or on the state noxious plant list.

Tree Selection (Year Before)

Most people aren't thinking too much about trees in the winter. But most large nurseries start collecting orders, substantial orders, during winter, several months in advance of planting. Ordering too late means you run the risk that nurseries will be out of trees in the species and sizes desired, requiring substitutions.

Orders should be planned for other supplies such as tree shelters or cages (the number and type should be specified in the planting plan), mulch, and stakes (numbers and lengths should be stated in the planting plan). Stakes made of white oak wood are the most rot-resistant and are recommended for wet sites. Drier upland sites will be fine with stakes made of other hardwoods, such as locusts.

Volunteers or Hired Labor

Tree planting is a great way to get people of all ages involved in bettering their local community. Engaging with various volunteer groups promotes community engagement.

The following types of groups may be ready and willing to supply volunteers.



Early on, agree on a planting date with each volunteer group, get a rough estimate of how many volunteers will be on-site, and obtain any government clearances that may be necessary to work with children or youth volunteers.

Site Preparation

Use the maintenance plan to prepare a site for tree planting. Consider the following site preparation steps when creating the maintenance plan:

- Remove any existing, unwanted plants through physical means (mowing or using a brush hog if necessary). Use lawn flags to mark the spots where trees should be planted according to the planting plan. Flags should be color-coded or otherwise labeled to indicate tree species.
- If the maintenance plan calls for mowing and herbicide to keep the vegetation around the base of trees, it is best to mow and conduct the first herbicide application before the trees are planted. Spray a spot roughly 4 to 6 feet in diameter around the space where the tree will be planted.

- The use of herbicide should always be done by a trained professional and strictly according to label instructions. If heavy equipment is used for digging holes, have the equipment dig the pits before the planting.
- Likewise, if the volunteer or labor pool for hand planting is too small for the project size, digging and planting should be broken into two different days.

Budgeting

Planning for a tree-planting program or applying for an urban greening grant will require a budget assessment. To estimate the cost of your project, consider the following expenses:

- ✦ Contractors for Construction and Site Preparation
 - Asphalt removal or related hardscaping where plantings involve the establishment of a new permanent planting site.
 - Hardscape cuts
 - Expansion of existing planting sites.
 - Up to 50% of soil testing costs to determine the needs for the site.
 - Other related construction costs.
- ✦ Trees and planting materials
 - Cost of trees
 - Stakes, ties, and root collars are proportional to the number of trees planted.
 - Wood chip surface mulch, soil amendments in areas of hard clay soil or sandy soil.
 - The soil was needed for backfill
 - Structural pruning stake adjustment and removal for newly planted trees.
 - Water-wise or hydro-zone irrigation and supplies.
 - Replacement costs for trees planted in the first two years of the project.
- ✦ Equipment
 - Purchased or rented materials and tools required for project purposes.
 - Pruning and gardening supplies.
 - Personal protective equipment.
 - Other related expenses.
- ✦ Acknowledgment signage
 - Construction and material costs
- ✦ Education/Outreach Component
 - Development of educational materials.
 - Outreach relevant to the scope of the proposed project.
- ✦ Administrative costs directly related to the implementation of the project
 - Mileage to and from the project site.
 - Liability insurance for project implementation.
 - Materials for personnel hired solely for this project.
- ✦ Indirect costs

Appendix I: Grants

Appendix I: Grants

Grant Eligibility

Grants significantly reduce the cost of urban greening projects. Urban greening grants typically have standards for eligible and ineligible projects. These standards must be followed when planning an urban greening project that requires financial support. Decide whether project objectives align with grant eligibility requirements. Eligibility may vary depending on the grant. Below are some examples of projects eligible for urban greening grants.

- ✦ Establishment, enhancement, and expansion of neighborhood parks and community spaces.
- ✦ Greening of public lands and structures, including schoolyards, may include incorporating riparian habitat for water capture and providing for other public and wildlife benefits.
- ✦ Green streets and alleyways.
- ✦ Non-motorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and schools
- ✦ Urban heat island mitigation and energy conservation efforts. All eligible projects must result in GHG reductions by including at least one of the following activities:
 - ❖ Sequester and store carbon by planting trees
 - ❖ Reduce building energy use by strategically planting trees to shade buildings
 - ❖ Reduce commute vehicle miles traveled by constructing bicycle paths, bicycle lanes, or pedestrian facilities that provide safe routes for travel between residences, workplaces, commercial centers, and schools

Grant Resources

This is a list of some of the grant programs that focus on urban greening, tree planting, and urban forest resilience. It is not a comprehensive list and some grant programs may be pending future funding. It is anticipated that additional funding opportunities for urban greening programs will arise in the future as efforts to address climate change and urban community resilience increase.

Urban Greening Program. California Natural Resources Agency.

- ✦ Funds local green infrastructure projects to reduce emissions, expand green space, and create more sustainable communities. The program is part of "California Climate Investments," funded by the state's cap and trade auction revenues.
- ✦ Check the program website for funding availability and future updates. To find out more: <https://resources.ca.gov/grants/urban-greening>
- ✦ Some examples of local projects funded by this program:
 - ❖ Riverside County Transportation Dept. Mecca Neighborhood Park and Greening Project, \$1,093,708. 2021. The project will create two green street

corridors in the community of Mecca, including planting trees and developing a pocket park within a park-poor and tree-poor community.

http://rivcocob.org/proceeds/2021/p2021_02_09_files/03.29001.pdf

- ❖ City of Coachella. Grapefruit Boulevard Urban Greening and Connectivity Project. Project to plant 288 trees along Grapefruit Blvd, provide pedestrian facilities and bicycle lanes. \$3,189,153. 2018. Project broke ground in February 2021.
 - <http://www.caclimateinvestments.ca.gov/2020-profiles/urban-greening>;
 - <https://www.desertsun.com/story/news/2018/11/02/coachella-receives-3-19-m-state-grant-urban-greening/1860673002/>
 - <https://nbcpalmsprings.com/2021/02/05/officials-in-coachella-break-ground-for-grapefruit-blvd-urban-greening-and-connectivity-project/>

California ReLeaf

- California ReLeaf is a non-profit organization that works statewide with community-based groups, individuals, industry, and government agencies, to contribute to the livability of our cities and the protection of our environment by planting and caring for trees. They also increase access to urban forestry funding by providing sub-grants to community groups. They maintain a list of other public grant programs for urban forest or urban greening projects.
- To find out more: <https://californiareleaf.org/programs/grants/>

Urban and Community Forestry Challenge Cost Share Grant Program. USDA Forest Service

- Funds innovative proposals for programs to address urban and community forest resilience and planning disaster mitigation strategies for urban forests.
- The 2021 funding cycle closed on April 21, 2021.
- To find out more: <https://www.fs.usda.gov/managing-land/urban-forests/ucf>

Urban Flood Protection Grant Program. California Natural Resources Agency

- Funds stormwater capture and reuse, restoration of urban watersheds, and increasing permeable surfaces to help reduce flooding. Urban forestry example projects “retrofit/naturalize a stormwater detention basin by introducing trees, vegetation, and soils to slow, spread and filter runoff, increase infiltration, and create wildlife habitat.”
- Awards for current cycle anticipated in August 2021.
- To find out more: <https://resources.ca.gov/grants/ufp>



Appendix II: Resources

TREE SELECTION AND CARE

Appendix II: Resources

Tree Selection and Care

The following list of resources cover a diversity of topics related to tree selection and care. Many of these resources were recommended by the experts consulted in preparing this guide. This is not an exhaustive list but focuses on resources that are particularly relevant for desert landscapes.

University of California Resources

Master Gardener Helpline (specifically for addressing home horticulture issues in the Coachella Valley) - email: anrmgindio@ucanr.edu

Sustainable Landscaping in California: <https://anrcatalog.ucanr.edu/Details.aspx?itemNo=8504>

Keeping Plants Alive Under Drought and Water Restrictions:
<https://anrcatalog.ucanr.edu/Details.aspx?itemNo=8553>

Lawn Watering Guide for California: <https://anrcatalog.ucanr.edu/Details.aspx?itemNo=8044>

Use of Graywater in CA Landscapes: <https://anrcatalog.ucanr.edu/Details.aspx?itemNo=8536>

Univ. of CA ANR Landscape Publication:
<https://anrcatalog.ucanr.edu/Items.aspx?hierId=250000>

Univ. of CA ANR Pest Management Publication: <http://ipm.ucanr.edu/>

Univ. of CA IPM Diagnostic Tool for Identifying Diseases and Insect Pests:
<https://www2.ipm.ucanr.edu/diagnostics/>

Plant a Tree. Leave a Legacy! Janet Hartin's Blog: <https://ucanr.edu/b/~T4C>

Trees Come First Under the Drought, Janet Hartin's Blog: <https://ucanr.edu/b/~D6C>

Other Tree Maintenance Resources

Lush & Efficient: Desert-Friendly Landscaping in the Coachella Valley, Coachella Valley Water District: <https://www.cvwd.org/DocumentCenter/View/4916/2016-Lush--Efficient-New-Revised-Edition-PDF?bidId=>

Free and credible information from the International Society of Arboriculture:
<https://www.treesaregood.org>

Find a certified arborist: <https://www.treesaregood.org/findanarborist>

Educational fact sheets' on trees (proper planting, pruning, staking, benefits of trees, etc.):
<https://www.treesaregood.org/education>

SEARCHABLE TREE / PLANT FINDERS

Searchable Tree / Plant Finders

A great way to identify trees for your urban greening project or planting at home is to consult tree and plant finder websites. The following list includes some useful resources to help you with trees selection.

Be sure to look for trees that will grow in your climate zone.

Sunset magazine climate zones:

<https://www.sunset.com/garden/climate-zones/sunset-climate-zone-california-desert>

U.S. Department of Agriculture Plant Hardiness zones: <https://planthardiness.ars.usda.gov/>

Tree/Plant Finders

SelectTree: A Tree Selection Guide. Urban Forest Ecosystems Institute (UFEI), California State Polytechnic University: <https://selecttree.calpoly.edu>

- Select a tree by name or desirable characteristics. Includes tree photos, characteristics, planting considerations. Urban Tree Key helps you identify a tree.

Calscape: Restore Nature one Garden at a Time. California Native Plant Society (CNPS):

<http://www.calscape.org/>

- Find out which plants are really native to your area, figure out which plants you want to plant, where to buy them and how to grow them. Type in your address to get list of trees and other native plants that do well in your area.

Water Use Classification of Landscape Species (WUCOLS): <http://ucanr.edu/sites/WUCOLS>

- The University of California Agriculture and Natural Resources (UCANR) tool provides guidance in the selection and care of landscape plants relative to their water needs. WUCOLS helps estimate the amount of water and type of irrigation for a tree project.

i-Tree: Tools for Assessing and Managing Forest and Community Trees.

<https://www.itreetools.org/>

- i-Tree provides data that you can use to demonstrate value of trees, the environmental benefits that trees provide, and set priorities for more effective decision-making in your community. The i-Tree Planting tool can be used to estimate tree carbon storage, energy savings, and pollution reduction for trees to be planted.

The Sustainable Urban Forest: A Step-by-Step Guide.

https://www.itreetools.org/documents/485/Sustainable_Urban_Forest_Guide_14Nov2016_pw6WcW0.pdf

- Alliance for Community Trees. Arbor Day Foundation.

Other Resources

- Greening without Gentrification Guide

<https://www.ioes.ucla.edu/wp-content/uploads/Parks-Related-Anti-Displacement-Strategies-report-with-appendix.pdf>.

Allergy-Free Gardening

<http://www.allergyfree-gardening.com/>

- Allergy free Gardening Considerations for Asthmatic and Sensitive Residents

Urban Greening and Related Plans

The City of Indio's Transformative Climate Communities Plan. January 2021.

https://indiotccplan.com/wp-content/uploads/2021/01/IndioTCC-FINAL_150dpi.pdf.

City of Palm Springs Sustainability Plan. May 2016. Urban Forests and Natural Systems

(pages 47-51). <https://www.palmspringsca.gov/home/showdocument?id=44449>

City of Palm Springs Inventory of Public Trees and Urban Forest Management Report.

June 2015. [City of Palm Springs Inventory of Public Trees](#). City of Palm Springs GIS Based Tree Inventory and Urban Forest Management System powerpoint:

<https://www.palmspringsca.gov/home/showdocument?id=37335>

City of Palm Springs website: Sustainability & Recycling, Tree Programs.

<https://www.palmspringsca.gov/services/sustainability-and-recycling/urban-sustainability-mobility/urban-forestry-initiatives>

Imperial County Community Emissions Reduction Program: Project Plan Urban Greening Program for The El Centro-Heber-Calexico Corridor. Prepared for the El Centro-Heber-Calexico AB 617 Community Steering Committee, by Ramboll US Consulting, Inc. Los Angeles, CA.

February 2021. <https://apcd.imperialcounty.org/wp-content/uploads/2021/03/Urban-Greening-Project-Plan.pdf>.

City of Phoenix Tree and Shade Master Plan. 2010.

https://www.phoenix.gov/parkssite/Documents/PKS_Forestry/PKS_Forestry_Tree_and_Shade_Master_Plan.pdf

Cathedral City council plants tree at Cathedral City Elementary School for Clean Air Day

<https://www.desertsun.com/story/news/local/neighbors/2019/10/17/cathedral-city-council-plants-tree-elementary-school-clean-air-day/4015447002/>

Section 4: Advanced Planning Sample Outline

Year One -- Summer through early Fall	Year Two -- Late Winter through early spring	Year Two and Beyond
Determine your objectives for planting trees	Receive nursery invoice, confirmation of the order	Inspect your trees regularly.
Inspect your planting site	Arrange for equipment, volunteer help, or contract tree planters	Control vegetation and insect or disease problems promptly.
Prepare a planting plan	Receive your seedlings. Transport and handle with care!	
Prepare your site for planting	Store your trees properly on-site and plant your trees within two days	
Control competing vegetation	Monitor your seedlings and control vegetation if required	
Improve drainage if necessary		
Order your trees from MNR or a private nursery		



Appendix III:

References

Appendix III: References

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PLANT NATIVE

Your Guide To Growing
Native Plant Species
Of the Coachella Valley

PRODUCED BY



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DESERTMOUNTAINS.ORG

Thank you for planting native plants, Coachella Valley.



People often think that the idea of land conservation and protecting native species and habitat is a monumental task. Planting native is an excellent way to start. It's better for the environment, saves water, encourages local flora and fauna to flourish ... and reduces invasive species.

We thank you for taking this small step on the journey to caring for our desert lands.



CONNECT TO THE LAND WITH FRIENDS!

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51-500 Highway 74
Palm Desert, CA 92260
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Thank You to Our Partners!



This project is funded by the Coachella Valley Mountains Conservancy's Climate, Resilience and Community Access Grant Program, administered by the Coachella Valley Mountains Conservancy, a state agency within the California Natural Resources Agency.



CALIFORNIA
NATIVE PLANT
SOCIETY




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Introduction to Native Plants



Native plants are plants that originated in a certain region and have evolved over many generations to survive in their local environment.

This planting guide contains information about native plants found throughout the Coachella Valley. These plants have adapted to their environment over thousands of years in order to survive our hot and dry desert conditions.



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Why should we plant native species?



Planting native plants can be a very effective and affordable way to help our local species thrive while they face the challenges of climate change and human development.



We hope this guide helps you learn more about Coachella Valley native plants so that you can join the movement to restore and protect our native species while helping to improve our environment and take care of our natural resources.



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Languages



Plants in this guide are listed
with 4 names:

English in Large Bold

Scientific name in italics

Spanish name in small letters

Cahuilla name in small bold



Example



HONEY
MESQUITE

Honey Mesquite

Neltuma glandulosa

Mesquite Dulce

ily



**SPANISH TRANSLATION PROVIDED BY EDELI REYES, TRANSLATION
SPECIALIST FOR FRIENDS OF THE DESERT MOUNTAINS**

**CAHUILLA TRANSLATION PROVIDED BY SIENNA THOMAS, BOARD
MEMBER AT FRIENDS OF THE DESERT MOUNTAINS**



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Symbols

Plants in this guide are also listed with symbols related to their benefits and traits

HABITAT

Bee Habitat 

Butterfly Habitat 

Hummingbird Habitat 

Bird Habitat 

WATER USAGE

Low Water Use 

Moderate Water Use 

High Water Use 

SUNLIGHT

Full Sun 

Part Shade 

CONSUMPTION/TOOLS

Food Source 

Medicinal 

Toxic** 

Tools 



**EVERY PERSON/PET REACTS DIFFERENTLY TO DIFFERENT PLANTS. ALWAYS USE CARE WHEN HANDLING NEW PLANTS THAT YOUR BODY HAS NOT BEEN EXPOSED TO IN THE PAST



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Benefits of Native Planting



1

Water Conservation



MANY OF OUR NATIVE PLANTS HAVE EVOLVED OVER THOUSANDS OF YEARS TO LIVE OFF OF MINIMAL WATER SUPPLIES IN THE DESERT.

USING THESE PLANTS IN OUR LANDSCAPING CAN HELP US DRASTICALLY REDUCE THE WATER USED IN OUR NEIGHBORHOODS.

2

Biodiversity



NATIVE PLANTS WILL HELP PROVIDE FOOD AND HABITAT FOR THE NATIVE WILDLIFE THAT THEY HAVE EVOLVED WITH FOR MANY GENERATIONS.

THESE HABITAT RELATIONSHIPS ARE IMPORTANT TO CONSERVE IN ORDER TO HAVE A HEALTHY ECOLOGY.



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Benefits of Native Planting



3

Urban Greening/ Climate Resilience



USING LARGE NATIVE TREES AND SHRUBS IN OUR NEIGHBORHOODS CAN BE AN INEXPENSIVE WAY OF BUILDING OUT THE GREEN INFRASTRUCTURE WE NEED TO BE CLIMATE RESILIENT.

NATIVE TREES AND SHRUBS CAN THRIVE WITH MINIMAL WATER AND CREATE SHADE THAT HAS COOLING EFFECTS ON OUR YARDS AND PAVEMENT.

4

Food Sources



MANY OF OUR NATIVE PLANTS HAVE BEEN A FOOD SOURCE FOR THOUSANDS OF YEARS TO THE LOCAL INDIGENOUS POPULATION, THE CAHUILLA.

SOME NATIVE FOODS IN THE COACHELLA VALLEY INCLUDE PRICKLY PEAR (FRUIT AND CACTUS ARE EDIBLE), PALO VERDE BEANS, AND MESQUITE FLOWER.



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Benefits of Native Planting

5

Medicine



THE LOCAL CAHUILLA TRIBES HAVE ALSO USED MANY OF OUR NATIVE PLANTS AS MEDICINE FOR MANY GENERATIONS

ONE PLANT THAT IS WIDELY USED IN BOTH THE CAHUILLA COMMUNITY AS WELL AS THE MEXICAN COMMUNITY IS THE CREOSOTE BUSH OR "LA GOBERNADORA"

6

Tools and Resources



THE CAHUILLA TRIBES HAVE MANY USES FOR THE DIFFERENT STEMS AND FIBERS OF OUR NATIVE PLANTS

MANY STRUCTURES WERE MADE OUT OF PALM FRONDS FROM THE CALIFORNIA FAN PALM, OR "MAUL" IN CAHUILLA. THEY ALSO USED THE FIBERS FROM THE YUCCA PLANT TO MAKE CLOTHING AND BASKETS



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Trees



DESERT
IRONWOOD



Desert Ironwood

Olneya tesota

Palo Fierro

The Desert Ironwood is a rare, long-lived tree native to the Sonoran Desert, with some trees reaching around 800 years old. It serves as a nurse plant, providing shade for other flora and fauna. When incorporating a Desert Ironwood into your landscape, avoid overwatering and limit pruning to no more than 20% during the dormant season to prevent tree death.



BLUE PALO
VERDE



Blue Palo Verde

Parkinsonia florida

Palo Verde Azul

u'uwet/ankichem

The blue palo verde supports various insects, like native bees, and provides nesting for desert birds. Its name reflects its bluish-green bark, which allows for low-level photosynthesis, enabling the tree to drop leaves during dry seasons to conserve water. In landscaping, avoid overwatering, as it can cause root rot and reduce lifespan; infrequent deep watering every 3 to 4 weeks during dry periods is recommended.



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Trees



HONEY
MESQUITE



Honey Mesquite

Neltuma glandulosa
(Formerly *Prosopis glandulosa*)
Mesquite Dulce
ily

The honey mesquite is a rapidly growing tree that can reach heights of up to 50 feet, boasting a taproot that extends up to 160 feet underground to access water. This tree produces seed pods that are not only important for wildlife, but also hold significant value for indigenous tribes. To enhance wildlife habitat, consider allowing the tree to develop a thicket by reducing your pruning efforts.



SCREWBEAN
MESQUITE



Screwbean Mesquite

Strombocarpa pubescens
(Formerly *Prosopis pubescens*)
Tornillo
qwinyal

This species exhibits numerous similarities in flower type, color, and overall tree appearance with the honey mesquite. However, its seed pods are distinctly different, featuring tightly twisted shapes. Like other legumes, this tree modifies the soil composition beneath its canopy, enriching it with essential nutrients, including nitrogen.



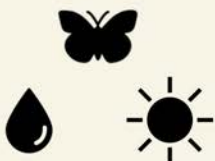
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Trees



SMOKE TREE



Smoke Tree

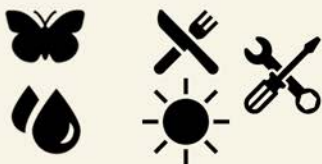
Psorodendron spinosum

Palo de Cenizo

The common name of this tree is derived from its unique appearance. From afar, it resembles a plume of smoke due to its shape and grayish hue. This species is vital for native bees and other pollinators, making it a fantastic accent in your garden or landscape. If you're looking to add summer-blooming plants to your garden, this is the perfect choice, as it produces a stunning display of purple flowers.



DESERT WILLOW



Desert Willow

Chilopsis linearis

Mimbre

qaankish

The Desert Willow resembles true willows in leaf shape but is not a true willow. Numerous cultivars exhibit various flower colors, leaf sizes, and seed pod quantities. It is visited by various pollinators from hummingbirds to butterflies while also supporting other wildlife. It is winter deciduous, so there's no need to be concerned if it seems to be lifeless as temperatures drop.



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Trees



CALIFORNIA FAN
PALM



California Fan Palm

Washingtonia filifera

Palma Abanico

maul

The California fan palm is the only palm species native to the Western United States. Once established, it doesn't need much water. Its dead leaves do not drop; instead, they droop down, creating a protective skirt around the trunk while also offering shelter for wildlife.



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Shrubs



CREOSOTE
BUSH



Creosote Bush

Larrea tridentata

Gobernadora

atukul

Creosote is a prominent shrub found throughout our desert region and other deserts in North America, including the Mojave. It supports a diverse range of pollinators, hosting over 120 native bee species, many of which are specialized in creosote pollen. This makes it an essential addition to any native plant garden.



DESERT
LAVENDER



Desert Lavender

Condea emoryi

Salvia del Desierto

nishxily

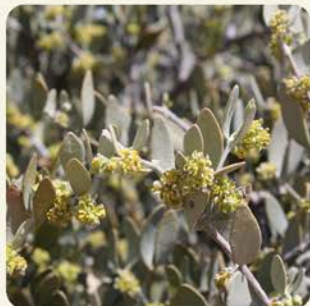
The white color of the plant reflects sunlight, aiding in temperature regulation. Its hairy leaves capture moisture, minimizing water loss. Being part of the mint family, it emits a delightful fragrance. With its tall, upright growth habit, it can serve as an informal hedge for privacy while requiring less upkeep compared to a traditional hedge.



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Shrubs



JOJOBA



Jojoba

Simmondsia chinensis

Jojoba

qawnaxal

The jojoba plant is dioecious, meaning that male and female flowers grow on separate plants. Female flowers will only produce seeds if there is a nearby male flower plant. Additionally, jojoba can be utilized to create attractive hedges around your home.



OCOTILLO



Ocotillo

Fouquieria splendens

Ocotillo

utush

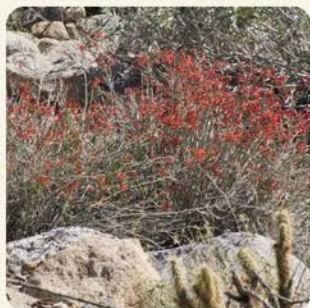
The Ocotillo boasts a distinctive appearance that makes it an excellent choice as an accent plant. However, due to its thorns, it's best to position it in low-traffic areas. Be cautious with watering, as overwatering can be detrimental to its health, and pruning is not advisable for this species.



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Shrubs



CHUPAROSA



Chuparosa

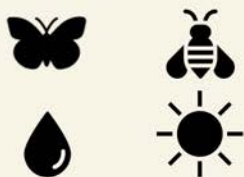
Justicia californica

Chuparosa
pisily

The name "chuparosa" translates to "hummingbird" due to its vibrant red tubular flowers that draw these delightful creatures in. If maintaining feeders seems too demanding, this native plant is an excellent choice for luring hummingbirds to your garden.



BRITTLEBUSH



Brittlebush

Encelia farinosa

Flor de Rocío
pa'akal

Brittle bush is a vital addition to native plant gardens. This small, rounded shrub can grow up to 5 feet tall and features grayish leaves along with vibrant yellow composite flowerheads which attract a variety of pollinators and wildlife that depend on its seeds. It requires minimal maintenance and resources. To achieve a lush appearance, simply provide supplemental water once a month.



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Shrubs



CHEESEBUSH



Cheesebush

Ambrosia salsola

Jecota

The cheesebush is a shrub that typically grows 4-5ft tall. Its foliage is known for having a cheese-like aroma, which is how it got its common name. The plant produces small cream-colored flowers that bloom in clusters and is also beneficial for native pollinators.



RUSH MILKWEED



Rush Milkweed

Asclepias subulata

Candelilla Bronca

kivat or kiyal

Rush milkweed belongs to the milkweed family and serves as a crucial host plant for the endangered monarch butterfly in desert environments. Adult monarchs exclusively lay their eggs on milkweed, while the caterpillars feed on its leaves. The milkweed contains cardenolides, which are consumed by the larvae, making the butterflies toxic and protecting them from predators.



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Shrubs



CALIFORNIA
BUCKWHEAT



California Buckwheat

Eriogonum fasciculatum

Flor de borrego

hulaqal

California buckwheat is prevalent throughout California, including our desert region. The evolution of this flower adds visual interest to your garden throughout the seasons. The blooms begin as white and gradually transform into a striking reddish-copper hue. Additionally, it provides support to various native insect and bird species.



CATCLAW
ACACIA



Catclaw Acacia

Senegalia greggii

Tepame/ Uña de gato

sichingily

Catclaw is a hardy and sizable shrub, typically ranging from 10 to 15 feet in height, distinguished by its hooked thorns, which inspire its common name. Due to the thorns, it is best planted in areas with low foot traffic. This shrub produces clusters of cream-yellow flowers that develop into bean pods resembling those of the honey mesquite.



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Shrubs



SWEETBUSH

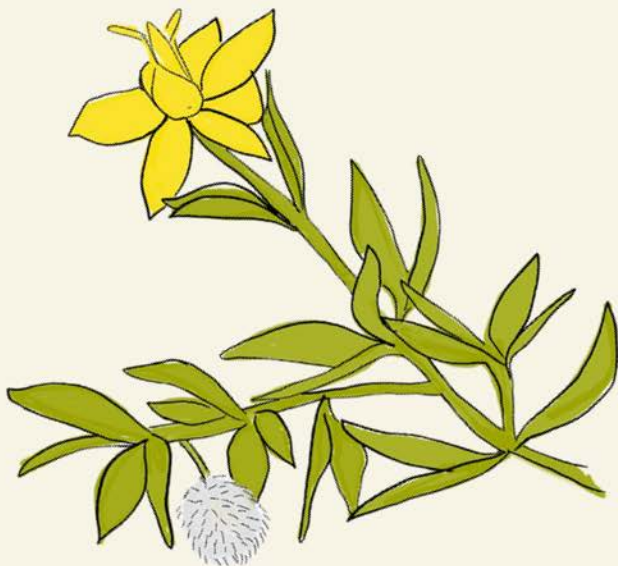


Sweetbush

Bebbia juncea

Palo dulce

Sweetbush is a smaller shrub that can grow up to 5 feet tall, typically featuring a few narrow leaves or none. It produces vibrant yellow discoid flowers that bloom during the spring and summer, attracting not only insect pollinators but also delighting the chuckwalla lizard.



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Succulents



SILVER CHOLLA



Silver Cholla

Cylindropuntia echinocarpa
Choya Plateada

The silver cholla features 1 to 2 inch long spines that provide a shield for birds like the cactus wren, which frequently nest among the chollas, ensuring protection from predators. Additionally, cholla cactus species support pollinators while contributing a unique aesthetic to your garden.



BARREL CACTUS



Barrel Cactus

Ferocactus cylindraceus
Biznaga barril de Baja California
kupash

This cylindrical cactus can grow up to 8 feet tall and adds a striking accent to any garden with its vibrant red spines. It is a slow-growing species featuring a floral crown that blooms in early summer. To thrive, it requires well-draining soil, as poor drainage can lead to root rot.



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Succulents



BEAVERTAIL
CACTUS



Beavertail Prickly Pear Cactus

Opuntia basilaris var *basilaris*
Nopal Del Castor
manal

The beavertail cactus is an excellent choice for pot cultivation, as it typically remains low in height but can spread up to 5 feet wide. Its pads resemble a beaver's tail, which is how it earned its common name. While the beavertail cactus is spineless, each pad features dense clusters of glochids that may cause irritation.



PRICKLY PEAR
CACTUS



Desert Prickly Pear Cactus

Opuntia phaeacantha
Nopal de Chihuahua
qexe'yily

The desert prickly pear features flat green pads adorned with spines that measure about 1 inch in length. Its flowers display a vibrant range of colors, including orange, pink, yellow, and red, blooming during the spring and summer months. This plant produces edible, red, fleshy fruit that not only adds visual appeal to your garden throughout the seasons but also offers resources for local wildlife.



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Grasses



DEER GRASS



Deer Grass

Muhlenbergia rigens

Liebrilla de venado

suul

Deergrass is a rapidly growing perennial bunchgrass that can reach heights of up to 4 feet, featuring tall spikes adorned with small yellow flowers. It thrives in a variety of soil types, from sandy to clay, and prefers full sun or partial shade. Additionally, it offers food and shelter for nesting or denning animals.



BIG GALLETA



Big Galleta

Pleuraphis rigida

Zacate galleta gigante

Big Galleta is a clumping bunchgrass that usually reaches a height of 3 feet and a width of 4 feet. Its flowering period varies by region, featuring small purple inflorescences. This grass primarily reproduces through rhizomes and can be cut back to the ground. Ecologically, it serves as a nurse plant, offering food and habitat for wildlife, including bighorn sheep.



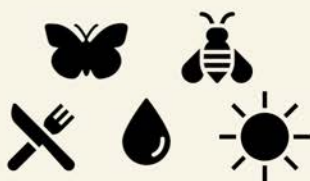
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Perennials



DESERT
MARIGOLD



Desert Marigold

Baileya multiradiata

Hierba Amarilla

This small perennial can reach a height of up to 2 feet. It features bright, daisy-like flowers alongside grayish leaves. This plant thrives in containers, making it ideal for a patio garden with limited space. While it has a lifespan of a few years, it is capable of reseeding itself effortlessly.



APRICOT
MALLOW



Apricot Mallow

Sphaeralcea ambigua

Malva del Desierto

Also known as the desert globe mallow, this perennial plant typically reaches an average height of 3 feet. While its most common color is a vibrant orange, it can also bloom in shades of lavender, red, or pink. This variety is another excellent choice for patio gardens, especially in spaces with limited room.



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Perennials



DESERT
TOBACCO



Desert Tobacco

Nicotiana obtusifolia

Tabaco de Coyote

pivat

Desert tobacco may be less frequently seen in landscaping, but it is a stunning perennial that can reach heights of up to 3 feet, showcasing small, funnel-shaped cream-colored flowers. This plant is usually found growing between rocks and boulders in the wild.



DESERT
MILKWEED



Desert Milkweed

Asclepias erosa

Algodoncillo del Desierto

kivat or kiyal

If you're short on space for a shrub but want to provide a habitat for monarch and queen caterpillars, consider the desert milkweed. This herbaceous perennial usually reaches a height of just 4 feet. Although it will die back as an annual herb, its roots will remain alive, enabling the plant to regrow in the following season.



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Invasive Species

Invasive species can spread widely into our natural lands and take up resources from our native plant species. They can also increase the risk of wildfire due to their fast-growing and fast-spreading nature.

Avoid using these plants in your garden to prevent them from spreading into our deserts and mountains!



FOUNTAIN
GRASS

Fountain Grass

Cenchrus setaceus

Fountain grass has very light seeds that float long distances in the wind, and they thrive in our desert environments. These plants can be hard to remove and are now easily found throughout our surrounding mountains.



SALT CEDAR/
TAMARISK

Salt Cedar/Tamarisk

Tamarix ramosissima

Salt Cedar, of the Tamarisk family, was often used in the past to build large barriers against wind and noise. Unfortunately, their seeds have spread all throughout our region. These plants can be very hard to manage with strong roots that can be hard to remove completely. They are very heavy water users pulling up to 200 gallons of water every day per plant from our local aquifer.



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Invasive Species



**Smallflower
Tamarisk**
Tamarix parviflora



Spanish Broom
Spartium junceum



**Himalayan
Blackberry**
Rubus armeniacus



Parrot's Feather
*Myriophyllum
aquaticum*



Purple Loosestrife
Lythrum salicaria



**Scotch Broom
(Common Broom)**
Cytisus scoparius



Pampas Grass
Cortaderia jubata



Giant Reed
Arundo donax



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Planting Techniques Provided by the Mojave Desert Land Trust



The Mojave Desert Land Trust acquires and permanently protects ecologically significant land throughout the California desert. We focus on parcels within national parks and preserves, wilderness areas, areas of critical environmental concern, and wildlife corridors. MDLT has conveyed more tracts of land to the National Park system nationwide than any other non-profit since 2006.

MDLT's plant conservation program includes a native plant nursery, a conservation seed bank, and a demonstration garden. We grow native plants for desert restoration projects and to empower locals to plant native plants at home. The Mojave Desert Seed Bank serves as an insurance policy for the desert's future.

For more information visit MDLT.org



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How to Take Care of Native Plants in the Coachella Valley

When to Plant

The best time to plant perennials, shrubs and trees is during the fall and early winter.



This gives plants time to establish a healthy root system and build energy for the growing season.

Annuals are best sown or planted from October to late November.





How to Take Care of Native Plants in the Coachella Valley

Choosing Your Soil

Most native plants perform better without fertilizer or actually respond negatively to fertilizer.

Desert native plants are adapted to soils that are low in nutrients, so adding extra nitrogen in the form of compost or fertilizer is not necessary.

In addition, nitrogen promotes foliar growth, and may actually delay root establishment.

Mulching with inorganic materials like rocks or gravel is recommended instead of organic materials like bark. Mulching in general can be helpful in retaining moisture, reducing erosion, and controlling weeds.






How to Take Care of Native Plants in the Coachella Valley

Planting Technique

Start by replacing the loosened backfill you removed while digging the hole.



Gently tamp it down so the plant is stable. You can add more water as you fill the hole or afterwards. Avoid burying the collar of the plant.

Build a berm with the extra soil around the outer dimensions of the hole to retain water.



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How to Take Care of Native Plants in the Coachella Valley

Planting Technique

Water the root ball and the planting area thoroughly after planting. Remove any nursery stakes, if present. If necessary, re-stake the plant loosely.



Avoid pruning at this time. A "nurse rock" should be placed on the south side of the plant to maintain soil moisture, but keep it a few inches away from the base of the plant.

Caging small plants with hardware cloth is recommended to protect them from hungry wildlife.



How to Take Care of Native Plants in the Coachella Valley



Watering.

Many native plants can survive with minimal supplemental water once they are established (after 2-5 years).



New plants, however, need to be watered more frequently than established plants.

Always water deeply. Light, frequent irrigations create shallow, weak root systems.

Deep, less frequent irrigations encourage deep strong root systems that can tolerate longer periods of drought.




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How to Take Care of Native Plants in the Coachella Valley

Basic Watering Schedule for new plants




Weeks 1-2: Water every 1-2 days in summer and 3-4 days fall through spring

Weeks 3-4: Water every 3-4 days in summer and 6-7 days fall through spring

Weeks 5-6: Water every 4-6 days in summer and 7-10 days fall through spring

Weeks 7-8: Water every 7 days in summer and every 10-14 days fall through spring

After week 8: Gradually extend the time between irrigation until the plants are established (2-5 years)



How to Take Care of Native Plants in the Coachella Valley



Basic Watering Schedule for new plants

After the first summer there is rarely a need to irrigate more than once a week.



Once established after the first couple of years, plants with the exception of annuals can be watered once every 1-3 weeks in summer and 2-4 weeks fall through spring.

***Keep in mind, this is just a suggestive guide. One must always pay attention to the plant and the weather.



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How to Take Care of Native Plants in the Coachella Valley

Staking and Pruning

When possible, remove stakes at the time of planting. If stakes are needed, make sure they are loose and allow the plant to sway without falling over.



This will allow the trunk of the plant to become stronger in response to the wind.

Never allow ties to become tight around the trunk. Remove or adjust stakes after one year.

Pruning will be dependent of the individual plant species. It is best to prune trees while they are still young, but wait until after the first year. Leave growth on the lower trunk for up to two years to allow the tree to grow strong.



How to Take Care of Native Plants in the Coachella Valley



Typical signs of plant stress: Underwatering.

- Soil in the lower portion of the root ball is dry
- Older leaves turn yellow/brown and drop off
- Leaves are wilted or drooping
- Leaves curl upward or inward
- Stems or branches die back



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How to Take Care of Native Plants in the Coachella Valley



Typical signs of plant stress: Overwatering.

- Soil is constantly damp, especially around the base of the main stem
- Leaves turn light green, yellow or become dull
- Young shoots are wilted or drooping
- Leaves are green yet brittle, or wilted but not dropping
- Algae and/or mushrooms are on or around plants



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How to Take Care of Native Plants in the Coachella Valley



What If I Can't Plant My New Plant Right Away

We recommend that you plant your new plant in the ground because it will be easier to maintain. Yet sometimes, that is not always possible right away.



If you will keep your plant in its container, please place it somewhere that gets plenty of indirect sunlight, but not direct full sun.

You will need to pay attention to the soil moisture and water when the soil becomes dry. During this phase, it is advantageous to use a cage to protect the plant from hungry animals.



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Local Nurseries with Native Plants

List provided by California Native Plant Society Riverside - San Bernardino Chapter

- 
- Bob Williams Nursey in Indio
 - Cactus Mart & Morongo Hardware in Morongo Valley
 - Desert Strawhouse Native Plant Nursery in Sky Valley
 - Mojave Desert Land Trust Native Plant Nursery in Joshua Tree
 - GDNC Cactus & Desert Plant Nursery in Desert Hot Springs
 - Green Desert Nursey in Indio
 - Moller's Garden Center, Inc in Palm Desert
 - Mariscal Cactus & Succulents in Desert Hot Springs
 - Moon Valley Nurseries in Coachella
 - Macias Nursey INC. in Thousand Palms and Mecca
- 



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Learn More

Visit the following websites and organizations to learn more about native planting!

- calscape.org
- calflora.org
- Mojave Desert Land Trust - mdlt.org
- deserthorticulturalsociety.org
- Lush & Efficient - Drought tolerant gardening publication by Coachella Valley Water District
- California Native Plant Society San Bernardino & Riverside Counties Chapters





NEED MORE INSIGHT?

Subscribe to our newsletter!



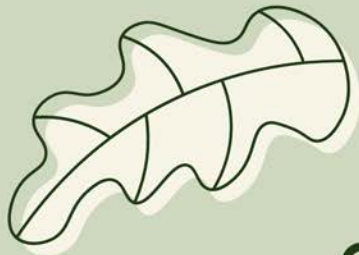
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news updates, and events!**

→ desertmountains.org ←



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ABOUT FRIENDS

AS FRIENDS OF THE DESERT MOUNTAINS, WE ARE DEDICATED TO BUILDING A COMMUNITY OF SUPPORT TO HELP PRESERVE THE UNIQUE WILDLIFE AND SCENIC BEAUTY OF THE COACHELLA VALLEY AND OUR DESERT MOUNTAINS. WE ACQUIRE AND PRESERVE WILDLANDS, PROMOTE STEWARDSHIP OF TRAILS, CONDUCT EDUCATIONAL PROGRAMS, AND SUPPORT ECOLOGICAL RESEARCH.

FRIENDS OF THE DESERT MOUNTAINS WORKS WITH BIOLOGISTS, CONSERVATIONISTS, AND GOVERNMENT AGENCIES TO IDENTIFY KEY LANDS FOR PROTECTION. WE SELECT LAND FOR ITS SCENIC, BIOLOGICAL, RECREATIONAL, OR CULTURAL SIGNIFICANCE, AND THEN OFFER TO PURCHASE IT FROM WILLING SELLERS AT FAIR MARKET VALUE. THROUGH THESE KEY ACQUISITIONS, WE GIVE PERMANENT PROTECTION TO THE BEAUTY, CHARACTER, AND DIVERSITY OF THE COACHELLA VALLEY.




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ABOUT FRIENDS



FRIENDS OF THE DESERT MOUNTAINS HAS WORKED IN LAND CONSERVATION SINCE 1987. WE UNDERSTAND THAT, WITHOUT THE SUPPORT OF FUTURE GENERATIONS, OUR PRESERVATION EFFORTS MAY BE IN VAIN. FOR THIS REASON, WE HAVE MADE IT OUR MISSION TO REACH OUT TO TOMORROW'S LEADERS.



WE STEWARD THE LAND, SUPPORT THE NATIONAL MONUMENT VISITOR CENTER, AND HELP TO EDUCATE OUR COMMUNITY. WE GO INTO THE FIELD WITH STUDENTS, LEAD HIKES, AND SHARE CLASSES FOR ALL AGES ON ENVIRONMENTAL EDUCATION. BY DOING SO, WE HOPE TO REVEAL THE WONDERS OF THE FRAGILE DESERT AND MOUNTAINS WE CALL HOME AND INSTILL AN ENVIRONMENTAL AWARENESS THAT WILL LAST A LIFETIME.



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This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



**Friends of the
Desert Mountains**

**VISIT FRIENDS AT
THE SANTA ROSA AND
SAN JACINTO MOUNTAINS
NATIONAL MONUMENT
VISITOR CENTER**

**51-500 HIGHWAY 74
PALM DESERT
CALIFORNIA**



**DESERTMOUNTAINS.ORG
760.568.9918**



ITEM 15e

**Coachella Valley Association of Governments
Executive Committee
December 1, 2025**



STAFF REPORT

Subject: Local Government Waste Tire Amnesty Grant - TA7 Annual Report

Contact: Eman Nazir, Management Analyst (enazir@cvag.org)

Recommendation: Information

Background: CVAG, in partnership with its member jurisdictions has long supported state-funded recycling programs for waste tires and used oil. Funded by the California Department of Resources Recycling and Recovery (CalRecycle), the Local Government Waste Tire Amnesty Grant provides residents free, convenient disposal options, reducing illegal dumping, preventing contamination, and raising public awareness.

On April 15, 2024, CVAG received a Notice to Proceed for the TA7 Grant Cycle, which ran through October 31, 2025, with \$50,000 in funding. Through its consultant, the Southern California Mountains Foundation (SCMF), CVAG coordinated nine community tire amnesty events across the Coachella Valley. Outreach efforts included bilingual communication and collaboration with local tire shops to support education and promote participation. These efforts collected and recycled 1,597 tires—about 0.8 tons.

Events were held at multiple locations. There were two held in Desert Hot Springs, three held in Indio, and one each in Blythe, Coachella, Thermal, and Thousand Palms

At the close of each cycle, CVAG is required to submit an Annual Report to CalRecycle. The 2025 Annual Report was submitted on October 15, 2025, detailing program activities, outcomes, expenditures, and recommendations.

Looking ahead, CVAG has recently released a Request for Proposals (RFP) to select a consultant for the TA8 Waste Tire Amnesty Program, which is anticipated to begin in Spring 2026. A recommended contract will come to CVAG's committees for consideration in early 2026.

Fiscal Analysis: There is no cost to CVAG for this informational update.

Attachments:

1. TA7 – Waste Tire Amnesty Grant Program Narrative Annual Report
2. TA7 – Waste Tire Amnesty Grant Program Final Report Summary



Southern California Mountains Foundation (SCMF)

Waste Tire Recycling Program

In Partnership with the Coachella Valley Association of Governments

Report Performance Period

6/24/2024 - 10/1/2025

Project Summary:

The Southern California Mountains Foundation's Urban Conservation Corps (SCMF-UCC), in collaboration with the Coachella Valley Association of Governments (CVAG), coordinated and executed Waste Tire Recycling Amnesty Events, marketed the events throughout the Coachella Valley, provided program monitoring and tracking for all waste tire recycling events, and provided meeting and reporting support as requested.

Waste Tire Recycling Program Accomplishments:

SCMF-UCC was able to coordinate and complete 9 Community Tire Amnesty Events between June 24, 2024, to September 30, 2025. We invited the public to bring their waste tires for proper disposal at these events. We contacted approximately 10 local tire shops to educate them on properly disposing of waste tires and to assist in advertising our amnesty events and to encourage their customers to properly dispose of tires and attend our amnesty events. We created flyers both in English and Spanish to distribute in the communities where each event was to be held. During these events, UCCIE was able to collect and properly recycle **1,597 tires**, totaling **0.7985 tons**.

The photos below are from our Tire Amnesty event in Thermal at the College of the Desert's Mecca Campus. The address for the location is 61120 Buchanan St, Thermal, CA 92274. This event went very well, and we collected 354 tires. The staff at College of the Desert were very pleased with this event, and they are looking forward to coordinating future events with the UCC.



Other Tire amnesty events in the Coachella Valley.

On 8/24/25, we had a tire amnesty event at Della S. Lindley Elementary School in Thousand Palms; the address is 31495 Robert Rd, Thousand Palms, CA 92276, and we collected 16 tires from the community.

On 9/28/24, we had a tire amnesty event at Rancho Las Flores Park and Event Venue in Coachella; the address is 48400 Van Buren St, Coachella, CA 92236, and we collected 526 tires from the community.

On 11/30/24, we had a tire amnesty event at Sky Valley Community Center in Sky Valley; the address is 20905 Hot Springs Rd, CA 92241, and we collected 17 tires from the community.

On 12/14/24, we had a tire amnesty event at Miller Community Park in Blythe; the address is 14th Ave. & S Lovekin Blvd, Blythe, CA 92225, and we collected 545 tires from the community.

On 1/25/25, we had a tire amnesty event at Sky Valley Community Center in Sky Valley; the address is 20906 Hot Springs Rd, CA, and we collected 5 tires from the community.

On 5/17/25, we had a tire amnesty event at the Assembly of God Church in Indio; the address is 46923 Calhoun St, Indio, CA 92201, and we collected 18 tires from the community.

On 7/19/25, we had a tire amnesty event at the Assembly of God Church in Indio; the address is 46923 Calhoun St, Indio, CA 92201, and we collected 110 tires from the community.

On 8/24/25, we had a tire amnesty event at College of the Desert in Thermal; the address is 61120 Buchanan St., Thermal, CA 92274, and we collected 354 tires from the community.

On 8/14/25, we had a tire amnesty event at our SCMF Urban Conservation Corps location in Indio. The address is 82579 Fleming Way, Unit C, Indio, CA 92201, and we collected 6 tires from the community.

Below are some pictures of the events, and representative flyers for the events.





***Maximo 9 llantas por persona**

EVENTO DE AMNISTÍA PARA RESIDUOS ELECTRÓNICOS Y LLANTAS

Organizado por Urban Conservation Corps

Vengan a dejar sus residuos electrónico y llantas GRATIS sin cobro Urban Conservation Corps oficina

ACCEPTED ITEMS

- Televisores y monitores CRT
- Pantallas planas
- Televisores de proyección trasera
- Laptops
- Computadoras de escritorio y CPUs
- Telefonos celulares y smartphones
- Escáneres e impresoras
- Cámaras digitales y videocámaras
- Sumos automáticos y calculadoras
- Equipos de red y servidores
- Radios, reproductores de casetes y CDs
- Equipos inalámbricos y radios de comunicación (walkie-talkies)
- Proyectoras

NOT ACCEPTED

- Focos o bombillas de cualquier tipo
- "Basura tecnológica" como CDs, VHS y DVDs
- Baterías (excepto las instaladas en laptops o celulares)
- Electrodomésticos grandes (como refrigeradores o estufas)
- Aires acondicionados
- Muebles de cualquier tipo

LOCATION
35-572 Fleming Way
Suite C, Indio, CA 92201

CONTACTENOS
cmitchell@mountainsfoundation.org

Sábado - El 13th De Septiembre De 2025

Horario: 7:00am-12:00pm

CalRecycle **CVAG**

***Maximum 9 Tires per Person! Without permit!**

E-WASTE & TIRE AMNESTY EVENT

Hosted by the Urban Conservation Corps.

Come and drop off your used Tires and E-waste for FREE* at Urban Conservation Corps Office

ACCEPTED ITEMS

- TV and CRT monitors
- Flat screens
- Rear projection TVs
- Laptops
- PC and CPUs
- Cellphones, Smartphones
- Scanners and Printers
- Digital Cameras and Video Cameras
- Adding Machines and Calculators
- Networking Server Equipment
- Stereo Equipment
- Radios, Tape and CD players
- Telephonic Equipment and Walkie-Talkies
- Projectors

NOT ACCEPTED

- Lightbulbs of any kind
- Techno trash such as CDs, VHS and DVDs
- Batteries (except laptop and cell phone batteries installed in the device)
- Large appliances of any kind (refrigerators, stoves)
- Air conditioners
- Furniture of any kind

LOCATION
32-373 Fleming Way
Suite C, Indio, CA 92201

Contact Us
cmitchell@mountainsfoundation.org

Saturday - September 13th, 2025

Time: 7:00am-12:00pm

CalRecycle **CVAG**

Local Government Waste Tire Amnesty Grant Program Payment Request Checklist and Final Report

This is a “dual-purpose” form:

- Checklist (page 1) – providing payment request guidance
- Final Report (page 2) – required for **final** payment request

Instructions: Upload completed form to the GMS “Reports Tab”.

Final Payment Request Checklist

Date: 10/9/2025

Grantee Name: Coachella Valley Association of Governments

Grant Number Assigned by CalRecycle: TA7-23-0038

Notice to Proceed date: 4/15/2024 (costs incurred prior to this date are ineligible)

Grant Payment Request (General Grant Forms - [CalRecycle 87](#))

- ☒ Box 6 check “Final.”
- ☒ Box 7 is the total amount of expenditures being claimed.
- ☒ Box 14 contains e-signature (digital) of person authorized in Resolution or Letter of Designation.

Expenditure Itemization Summary (Tire Amnesty Grant Forms - [CalRecycle 755](#))

itemize all expenses since the last payment request.

- ☒ Contains sufficient detail to match each entry to an invoice.
- ☒ The form should reflect the same line-items on the ‘Budget’ form.

Supporting Documentation Use highlighting and/or notes to indicate applicable information on each document for clarity.

- ☒ Personnel Expenditure Summary, (General Grant Forms - [CalRecycle 165](#) or similar) if personnel hours claimed.
- ☒ Cost and Payment Documentation is needed for all expenditures; reference the “Procedures and Requirements resource document for details. Each line-item listed on the [CalRecycle 755](#) will require documentation showing the cost and “proof” that the item has been paid. (Invoices, Receipts or Copies of paid checks are common examples)
- ☒ Copies of all public education/advertising artwork (not previously submitted for approval) funded by the Grant.
- ☒ Waste Tire manifests, if applicable.

Reliable Contractor Form (General Grant Forms - [CalRecycle 168](#))

- ☒ Reliable Contractor Declaration – Ensure this form has been completed for all contractors and submitted in GMS – Reports tab.

Final Report

☒ Grantee agrees with the following disclaimer:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the Department of Resources Recycling and Recovery, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

This form should reflect work since receipt of the Notice to Proceed to the end of the grant term.

Total number of tires or passenger tire equivalent" (PTE) collected during the grant term:

1597

Provide information regarding the success of the grant program in reducing the number of illegally disposed waste tires.

This program encouraged members of the public primarily in disadvantaged communities to dispose of waste tires responsibly by giving them the opportunity to bring them to a location in their community and drop them off free of charge. Community members and partner agencies and organizations appreciate these events and the resulting reduction in the number of illegally dumped tires. At the same time, this program is giving young adults paid work experience opportunities to not only clean up their communities, but also to learn important job skills like work ethic, teamwork, communication, and community engagement, while also reducing the number of illegally dumped tires, 1,597 in total.

Describe any findings or recommendations that you feel could improve the Tire Amnesty Program.

Easing the permitting process through partner municipalities, and increasing awareness of the public benefit of this program would help to increase the number of venues willing to allow such events to take place.

Eman Nazir

Eman Nazir (Oct 9, 2025 11:19:51 PDT)

Signature (does not have to be signatory)

10/9/2025

Date

2024Sept12CalRecycle 754 - PR and Final Progress Report

Final Audit Report

2025-10-09

Created:	2025-10-09
By:	Eman Nazir (enazir@cvag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvkb7W4-XAfkPiKxgZxpTmdB-wbCWc3ME

"2024Sept12CalRecycle 754 - PR and Final Progress Report" History



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Agreement completed.

2025-10-09 - 6:19:51 PM GMT



Adobe Acrobat Sign

ITEM 16b

Coachella Valley Association of Governments Executive Committee

December 1, 2025



STAFF REPORT

Subject: Recap of CVAG's Legislative Advocacy Efforts

Contact: Emmanuel Martinez, Assistant Director – Energy & External Affairs
(emartinez@cvag.org)

Recommendation: Information

Background: During the State's interim recess, CVAG's staff and its Sacramento-based advocacy team, Politico Group, monitored action by the Governor to sign or veto legislation. During the 2025 legislative session, the California State Legislature introduced 2,833 bills. Of those, 917 bills were sent to the Governor and approximately 1,100 bills became two-year bills, which means that they remain eligible to be considered during the next legislative session. Of the bills sent to the Governor, 794 bills were signed and 123 bills were vetoed. At the end of the 2025 session, robust legislative activity focused on housing, zoning and transportation.

Staff will highlight a few of the bills of interest to CVAG that the Governor signed in October.

Related to facilitating a meeting quorum, the Governor signed SB 707 which will extend the sunset for "just cause" flexibilities for remote participation in Brown Act meetings until January 1, 2030. It also broadens the definition of "just cause" to include a physical or family medical emergency that prevents a member from attending in person. SB 707 also includes new public meeting accessibility requirements for cities and counties that meet specified population thresholds. CVAG's Legal Counsel is conducting a review of this legislation to determine its application to CVAG as a joint powers authority.

AB 1014 (Rogers) was signed by Governor Newsom on October 13, giving Caltrans new flexibility to reduce speed limits in designated safety corridors and areas with high concentrations of bicyclists and pedestrians. Safety corridors are portions of the state highway system with the highest number of serious injuries and fatalities. The corridors will be designated for the purposes of the bill in Caltrans' next update of the California Manual on Uniform Traffic Control Devices, which will also include guidance on identifying areas that generate significant bicycle and pedestrian trips. AB 1014 also allows Caltrans to maintain current speed limits when general purpose lanes have not been added to a facility since the prior traffic survey. AB 1014 mirrors similar authority recently granted to cities and counties for local roads.

Governor Newsom also signed SB 71 (Wiener) on October 13. This bill extends, until 2032, the sunset date for a CEQA exemption for a variety of active transportation and public transit projects and plans. This bill also expands the California Environmental Quality Act (CEQA) exemption to include transit maintenance projects, plans to redesign or modify transit service networks, install transit stop shelters and lighting, and to encompass paratransit and

microtransit service. The bill also extends a CEQA exemption for qualifying projects related to passenger rail service until 2040.

Another bill that CVAG staff and advocacy team was monitoring was SB 512 (Pérez), which the Governor Newsom vetoed on the final day of his signing period. SB 512 would have clarified initiative procedures for ballot measures By providing additional clarity on the election procedures that apply to local transportation self-help measures that are proposed to the voters via a citizens' initiative. Residents of a growing number of communities around California have used this option to approve transportation sales tax measures. In his veto message, he argued that the bill was unnecessary because "the courts have consistently and repeatedly affirmed this existing authority."

Draft 2026 Interregional Transportation Improvement Program Released

On October 24, Caltrans released the Draft 2026 Interregional Transportation Improvement Program (Draft 2026 ITIP) – the State's five-year plan of projects on the state highway system to the improve interregional movement of people and goods. While the Trump Administration has revoked California's Clean Air Act Waiver, the 2026 ITIP fund estimate does incorporate Governor's Newsom's Executive Order N-79-20 which would have required that all new cars and passenger trucks sold are zero-emission vehicles (ZEVs) by 2035. As such, the revenue projections reflect reduced demand for gasoline and diesel fuels and therefore an overall reduction in new revenues available.

The Draft 2026 ITIP includes a total of \$2.7 billion in programming capacity with \$1.6 billion of that being programed in the 2024 ITIP. Of the available new capacity, \$1.1 billion is being proposed for cost increases on carryover projects leaving \$169 million in new capacity for Draft 2026 ITIP investments.

Caltrans hosted two hearings on the Draft 2026 ITIP and stakeholders are encouraged to provide comments on the Draft 2026 ITIP by November 23. Caltrans will present the Final 2026 ITIP to the California Transportation Commission (CTC) by December 15. After another round of hearings and opportunity for public comment, the CTC will act on the Final 2026 ITIP at their March 26 meeting.

Proposition 4 Funding

At the Executive Committee's September meeting, CVAG staff provided initial analysis of Proposition 4 funding allocation and associated grant opportunities that may be of direct interest to CVAG and its member agencies. These opportunities include the Extreme Heat and Community Resilience Program (EHCRP), Community Resilience Centers, Urban Greening, and Transformative Climate Communities (TCC). Politico Group and CVAG staff will continue to work with pertinent state agency staff and other legislative advocates to identify upcoming grant opportunities and strategize on how to influence additional climate bond activities. Staff's update also included an analysis of the reauthorization of "Cap-and-Invest" and associated expenditure plan.

In recent weeks, CVAG staff has been tracking the release of draft guidelines for the EHCRP Round 2, which is administered by the Governor's Office of Land Use and Climate Innovation. Currently, the EHCRP staff have conducted input sessions. There is approximately \$22.5 million available in the upcoming funding cycle, and the Notice of Fundin Availability is anticipated to be released in early spring 2026.

Additionally, the draft guidelines for the Transformative Climate Communities (TCC) and the Community Resilience Centers (CRC) programs are open for public comment until January 2, 2026. Approximately \$100 million from Proposition 4 will be available in the next, sixth round of funding. TCC staff will release final guidelines and open applications in mid- 2026.

CVAG's lobbying team and staff will continue to monitor for additional Proposition 4 funding opportunities and will report back as they become available.

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