



**EXECUTIVE COMMITTEE  
AGENDA**

**MONDAY, JUNE 30, 2025**

**4:30 p.m.**

**Westin Rancho Mirage Golf Resort & Spa  
71333 Dinah Shore Dr.  
Rancho Mirage, CA 92270**

Public Comment is encouraged to be emailed to the Executive Committee prior to the meeting at [cvag@cvag.org](mailto:cvag@cvag.org) by 5:00 p.m. on the day prior to the committee meeting.

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

1. **CALL TO ORDER** – Chair Ted Weill, Mayor, City of Rancho Mirage

2. **ROLL CALL**

A. Member Roster

P5

3. **PLEDGE OF ALLEGIANCE**

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

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

This is the first of two opportunities for public comment. Any person wishing to address the Executive Committee on items appearing on this agenda 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.

6. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

7. **CONSENT CALENDAR**

A. Approve the minutes of the June 2, 2025, Executive Committee Meeting

P6

B. Authorize the updating of the signature cards and signatories for CVAG investments and banking, subject to General Assembly approving the rotation for the 2025-26 Chair

P12

C. Appoint Torres Martinez Desert Cahuilla Indians' Tribal Administrator Shawn Isaac to serve as CVAG's representative on Riverside County's Emergency Medical Care Committee for a three-year term that ends on June 30, 2028

P13

D. Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2023-24

P16

E. Authorize the Executive Director to spend an additional \$100,000 for flagging services and associated work related to CV Link under Union Pacific Railroad in Indio

P49

F. Authorize the Chair and Executive Director to execute 1. Amendment No. 1

P51

with Granite Construction Company for the Coachella CV Link Community Connector project, adding an additional \$40,000 and 2. a cooperative agreement with the City of Coachella for a not-to-exceed amount of \$60,000 to complete CV Link Connector striping improvements

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

8. **DISCUSSION / ACTION**

A. **CVAG Fiscal Year 2025-26 Budget – Claude Kilgore** **P64**

**Recommendation:** Approve Resolution No. 2025-001 adopting CVAG's 2025-26 Fiscal Year Annual Budget, Salary Schedule, and Allocated Positions

B. **CVAG Officer Rotation for Fiscal Year 2025-26 – Tom Kirk** **P67**

**Recommendation:** Nominate Riverside County's Fourth District Supervisor to serve as Fiscal Year 2025-26 Chair and the representative from the City of Blythe to serve as Fiscal Year 2025-26 Vice Chair

C. **Finance Committee Membership – Tom Kirk** **P69**

**Recommendation:** Appoint a member of the Executive Committee and Palm Springs City Manager Scott Stiles to the Finance Committee effective July 1, 2025, with both terms extending through June 30, 2028

D. **Next Steps for the Arts and Music Line Project – Randy Bowman** **P70**

**Recommendation:** Authorize the Executive Director to execute Amendment No. 5 to the agreement with Albert A. Webb Associates to extend the term to June 30, 2027, for an additional not-to-exceed amount of \$991,841; and negotiate and execute amendments to existing reimbursement agreements with the Cities of Coachella, Indio and La Quinta to adjust the local share of pre-construction services

E. **CV Link Maintenance Agreement with Desert Recreation District – Randy Bowman** **P85**

**Recommendation:** Authorize the Executive Director to execute a shared services agreement with Desert Recreation District for two years, with an optional one-year renewal, for a not-to-exceed amount of \$600,000 per year to operate and maintain the CV Link

F. **City of Rancho Mirage Participation in CV Sync – Jonathan Hoy** **P107**

**Recommendation:** Authorize the Executive Director to execute a Multi-Agency Participating Agreement with the City of Rancho Mirage for inclusion into the CV Sync regional signal synchronization program

9. **INFORMATION**

- a) Executive Committee Attendance P119
- b) CVAG Meeting Calendar for Fiscal Year 2025-26 P120
- c) Update on Regional Pavement Management Analysis P121
- d) Update on protecting participants at large street events P124
- e) Update on Proposed Amendments to South Coast Air Quality Management District's Rules 1111 & 1121 Phasing Out Gas Water Heaters & Furnaces P125

10. **LEGISLATIVE ITEMS –**

- a) Recap of CVAG's Legislative Advocacy Efforts – Emmanuel Martinez P131

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

This is the second opportunity for public comment. Any person wishing to address the Executive Committee on items of general interest within the purview of this committee may do so at this time. Please limit comments to two (2) minutes.

12. **ANNOUNCEMENTS**

The next meeting of the **Executive Committee** will be held on Monday, September 29, 2025, at 4:30 p.m. The meeting is expected to be held at the Colorado Regional Water Quality Control Board, 73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260. CVAG staff will confirm the location closer to the meeting date.

The next meeting of the **General Assembly** will be held on Monday, June 30, 2025, at 6 p.m. at the Westin Rancho Mirage Golf Resort & Spa, 71333 Dinah Shore Dr., Rancho Mirage, 92270.

13. **ADJOURNMENT**

**ITEM 2A****EXECUTIVE COMMITTEE****2024-2025 ROSTER**

<b>Jurisdiction</b>	<b>Members</b>
City of Desert Hot Springs, <b>Past Chair</b>	<b>Scott Matas</b> Mayor
City of Coachella	<b>Steven Hernandez</b> Mayor
City of Palm Springs	<b>Ron deHarte</b> Mayor
City of Indio	<b>Glenn Miller</b> Mayor
Twenty-Nine Palms Band of Mission Indians	<b>Darrell Mike</b> Tribal Chair
Torres Martinez Desert Cahuilla Indians	<b>Joseph Mirelez</b> Tribal Chair
Cabazon Band of Cahuilla Indians	<b>Brenda Soulliere</b> Tribal Councilmember
Agua Caliente Band of Cahuilla Indians	<b>Reid Milanovich</b> Chairman
City of Indian Wells	<b>Bruce Whitman</b> Mayor
City of Cathedral City	<b>Nancy Ross</b> Mayor
City of Palm Desert	<b>Jan Harnik</b> Mayor
City of La Quinta	<b>Linda Evans</b> Mayor
City of Blythe	<b>Joseph DeConinck</b> Mayor
County of Riverside, 4 <sup>th</sup> District Vice Chair	<b>Jose Medina</b> , 1 <sup>st</sup> District Supervisor <b>Karen Spiegel</b> , 2 <sup>nd</sup> District Supervisor <b>Chuck Washington</b> , 3 <sup>rd</sup> District Supervisor <b>V. Manuel Perez</b> , 4 <sup>th</sup> District Supervisor <b>Yxstian Gutierrez</b> , 5 <sup>th</sup> District Supervisor
City of Rancho Mirage, Chair	<b>Ted Weill</b> Mayor

**ITEM 7A**

**EXECUTIVE COMMITTEE  
MINUTES OF MEETING  
JUNE 2, 2025**



**1. CALL TO ORDER**

The Executive Committee meeting was called to order by Chair Ted Weill, Mayor of the City of Rancho Mirage, at 4:30 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, in the City of Palm Desert. Videoconferencing was available from the City of Blythe.

**2. ROLL CALL**

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

**MEMBERS PRESENT**

Mayor Scott Matas, *Past Chair*  
Mayor Steven Hernandez  
Mayor Ron deHarte  
Mayor Glenn Miller  
Tribal Councilmember Brenda Soulliere  
Mayor Bruce Whitman  
Mayor Nancy Ross  
Mayor Jan Harnik  
Mayor Linda Evans  
Mayor Joseph DeConinck  
Supervisor V. Manuel Perez, *Vice Chair*  
Mayor Ted Weill, *Chair*

**AGENCY**

City of Desert Hot Springs  
City of Coachella  
City of Palm Springs  
City of Indio  
Cabazon Band of Cahuilla Indians  
City of Indian Wells  
City of Cathedral City  
City of Palm Desert  
City of La Quinta  
City of Blythe (*via Zoom*)  
County of Riverside 4<sup>th</sup> District  
City of Rancho Mirage

**MEMBERS NOT PRESENT**

Tribal Chair Joseph Mirelez  
Tribal Chair Darrell Mike  
Tribal Chair Reid Milanovich  
Supervisor Jose Medina  
Supervisor Karen Spiegel  
Supervisor Chuck Washington  
Supervisor Yxstian Gutierrez

**AGENCY**

Torres Martinez Desert Cahuilla Indians  
Twenty-Nine Palms Band of Mission Indians  
Agua Caliente Band of Cahuilla Indians  
County of Riverside 1<sup>st</sup> District  
County of Riverside 2<sup>nd</sup> District  
County of Riverside 3<sup>rd</sup> District  
County of Riverside 5<sup>th</sup> District

**3. PLEDGE OF ALLEGIANCE**

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

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

Executive Director Tom Kirk announced to the Committee that Item 8A is being pulled from the agenda. Mr. Kirk stated that after Toscana Country Club had reviewed the staff report and CVAG's research on the item, they subsequently decided to submit written notice withdrawing their request for a public hearing.

Mr. Kirk announced a modification will be made to Item 7A of the minutes to correctly identify Cabazon Band of Cahuilla Indians.

**5. PUBLIC COMMENTS ON AGENDA ITEMS**

None

**6. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

Mr. Kirk announced this will be the committee's last meeting in the current building as the City of Palm Desert will be demolishing the building to make way for the city's new library. He added that the City has agreed to build CVAG a new meeting space within the new library. In the interim, CVAG plans to host all their meetings across the parking lot at the Colorado Regional Water Board's meeting room.

Supervisor Perez highlighted the upcoming vote by South Coast Air Quality Management District's Governing Board on the proposed amendments to Rule 1111 (Reduction of Nitrogen Oxide Emissions from Natural-Gas-Fired, Fan Type Central Furnaces) and Rule 1121 (Control of Nitrogen Oxides from Residential Type, Natural Gas Fired Water Heaters). Members noted CVAG's recent letters of concern, and Mr. Kirk said he would circulate to member jurisdictions so they could also weigh in on the SCAQMD decision.

**7. CONSENT CALENDAR**

**IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY MAYOR MILLER TO APPROVE THE CONSENT CALENDAR WITH CORRECTIONS TO ITEM 7A**

- A. Approve the minutes of the December 2, 2024, Executive Committee Meeting**
- B. Authorize the Executive Director to amend the agreement with Davis Farr LLP, adding an additional \$5,210 for Fiscal Year 2024-25 services and extending audit services through Fiscal Year 2025-26 at a cost of \$35,100 to CVAG**
- C. Authorize the Executive Director to execute an agreement with a general contractor, at a cost not to exceed \$350,000, to complete a remodel to CVAG's One Paseo office in order to combine suites, address security needs and create overall efficiencies**
- D. Receive and file the Fiscal Year 2023-24 Transportation Uniform Mitigation Fee Agreed Upon Procedures final report**
- E. Approve Amendment No. 1 to the Reimbursement Agreement with the County of Riverside and the City of Coachella for the Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive), extending the time**

trigger to June 30, 2026

- F. Authorize the Executive Director to reestablish CV Housing First services in the City of Desert Hot Springs and incorporate additional clients from the City to the CV 225 list
- G. Authorize the Chair and/or Executive Director to support Assembly Bill 1145, also known as Tristan’s Bill, to analyze and address safety on Highway 74

**THE MOTION CARRIED WITH 12 AYES, AND 7 MEMBERS ABSENT**

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR DEHARTE	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	AYE
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	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR WEILL	AYE

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

None

**8. HEARINGS**

**A. Appeal Hearing: Appeal by Toscana Country Club on Transportation Uniform Mitigation Fee (TUMF) assessment**

This item was pulled from the agenda by Toscana Country Club prior to the meeting

**B. Public Hearing: Compliance with Assembly Bill 2561**

1) Receive the Staff Report

Chief Operating Officer Erica Felci presented the staff report.

2) Open Public Hearing and Receive Testimony/Public Comments

Ms. Felci opened the floor for public comment. No public comment received.

3) Close Public Hearing

This item was received and filed.

**8. DISCUSSION/ACTION**

**A. Preview of CVAG's Budget for Fiscal Year 2025-26**

Director of Finance Claude Kilgore presented the staff report and noted that feedback would be taken over the coming weeks, with the budget vote coming at the end of June.

Brief member discussion ensued with Mr. Kilgore answering questions from the Committee.

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

**B. CVAG Staffing of the Coachella Valley Power Agency Joint Powers Authority**

Program Manager Emmanuel Martinez presented the staff report.

Brief member discussion ensued.

**IT WAS MOVED BY MAYOR EVANS AND SECONDED BY SUPERVISOR PEREZ THAT CONDITIONAL ON GUIDANCE FROM THE COACHELLA VALLEY POWER AGENCY (CVPA), AUTHORIZE THE CHAIR AND/OR EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE A STAFFING AGREEMENT FOR CVAG TO ADMINISTER THE CVPA**

**THE MOTION CARRIED WITH 12 AYES, AND 7 MEMBERS ABSENT**

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR DEHARTE	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	AYE
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	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR WEILL	AYE

**10. INFORMATION**

- a) Executive Committee Attendance
- b) Regional Transportation Project Status Report
- c) Countywide and Statewide Efforts to Address Reoccurring 911 Outages in the Coachella Valley
- d) New Fire Hazard Severity Zones and Implications for Eastern Riverside County
- e) SunLine Transit Agency Zero-Emission Fleet and Infrastructure Projects
- f) Proposed Updates to Coachella Valley Water District Landscape Ordinance
- g) Inland Regional Energy Network's 2024 Annual Report
- h) Urban and Community Forestry Program – Shade Trees for Southern California's Deserts
- i) Annual Point-in-Time Count of Homeless Individuals
- j) Lift to Rise Action Plan Update
- k) Unaudited investment report through March 2025
- l) Regional Arterial Program Compliance Report

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

**11. LEGISLATIVE ITEMS –**

- a) Update from the League of California Cities  
Jesse Ramirez, Riverside County Division Regional Affairs Manager, joined the committee via Zoom, and presented an update to the committee.
- b) Recap of CVAG's Legislative Advocacy Efforts  
Mr. Martinez provided the update.

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

None

13. **ANNOUNCEMENTS**

City of Palm Desert Mayor Jan Harnik highlighted Outside Workers Week, which is the third week of July.

Supervisor Perez announced there were efforts underway to rename the Bump & Grind trail in honor of former Assemblyman Brian Nestande.

The next meeting of the **Executive Committee** will be held on Monday, June 30, 2025, at 4:30 p.m. at the Westin Rancho Mirage Golf Resort & Spa, 71333 Dinah Shore Dr., Rancho Mirage, 92270.

The next meeting of the **General Assembly** will be held on Monday, June 30, 2025, at 6 p.m. at the Westin Rancho Mirage Golf Resort & Spa, 71333 Dinah Shore Dr., Rancho Mirage, 92270.

14. **ADJOURNMENT**

There being no further business, Chair Weill adjourned the meeting at 5:21 p.m.

Respectfully submitted,

*Elysia Regalado, Management Analyst*

**ITEM 7B**

Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025



**STAFF REPORT**

**Subject:** Authorization to Update Signature Cards

**Contact:** Claude T. Kilgore, Director of Finance/ Administration ([ckilgore@cvaq.org](mailto:ckilgore@cvaq.org))

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**Recommendation:** Authorize the updating of the signature cards and signatories for CVAG investments and banking, subject to General Assembly approving the rotation for the 2025-26 Chair

**Background:** On at least an annual basis, usually due to a change in CVAG's Chair and/or employee turnover, CVAG seeks authorization to update the appropriate signatories and signature cards for CVAG investments. This request supersedes any prior Executive Committee action related to the matter.

With the Executive Committee's approval of the staff recommendation, the signature cards will be updated as follows:

- 1) Bank Signature Cards, County of Riverside Journal Voucher Requests and Wire Transfer Requests, Authorized Persons for the Local Investment Account Fund (LAIF) and California Asset Management Program (CAMP) to the following CVAG employees and CVAG Chair:

<b>Name</b>	<b>Title</b>	<b>Type</b>
As Approved	CVAG Chair	New
Tom Kirk	Executive Director	Existing
Erica Felci	Deputy Executive Director	Existing
Joanna Stueckle	Office Manager	Existing
Claude T. Kilgore	Director of Finance	Existing

**Fiscal Analysis:** There is no fiscal impact.

**ITEM 7C**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



**STAFF REPORT**

**Subject:** CVAG Representative on Riverside County's Emergency Medical Care Committee

**Contact:** Erica Felci, Chief Operating Officer ([efelci@cvag.org](mailto:efelci@cvag.org))

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**Recommendation:** Appoint Torres Martinez Desert Cahuilla Indians' Tribal Administrator Shawn Isaac to serve as CVAG's representative on Riverside County's Emergency Medical Care Committee for a three-year term that ends on June 30, 2028

**Public Safety Committee:** Concurred (Meeting of June 9)

**Background:** The 17-member Emergency Medical Care Committee (EMCC) advises the Board of Supervisors on all aspects of emergency medical care within the County and reports to the Board on observations and recommendations concerning the feasibility and content of emergency medical care programs within the County. Committee members are appointed by the Board of Supervisors for staggered three-year terms. Members serve without compensation.

EMCC meetings are usually held quarterly. Per Riverside County Board of Supervisors Resolution 2013-062, CVAG shall nominate a city manager to represent the organization on the EMCC. Randal Bynder, then-City Manager from the City of Rancho Mirage, served as the CVAG representative starting in 2013. After Mr. Bynder retired, Mark Scott, then-City Manager from the City of Indio, became the representative. When Mr. Scott retired mid-term, the CVAG Executive Committee in 2021 appointed Indio City Manager Bryan Montgomery to serve the remainder of the term. For the last three years, then-Coachella City Manager Gabriel Martin held the position

The CVAG Executive Director recently sought volunteers among the city, tribal and county executives and Shawn Isaac, the Tribal Administrator for the Torres Martinez Desert Cahuilla Indians, expressed an interest in the position. The Public Safety Committee nominated Mr. Isaac as the next appointee, who will serve until June 2028.

**Fiscal Analysis:** There is no cost to CVAG for the EMCC appointment.

**Attachment:** Riverside County EMS Agency Administrative Policy 8201



<b>Administrative Policy</b>		<b>8201</b>
<b>Effective</b> <b>April 1, 2019</b>	<b>Expires</b> <b>March 31, 2020</b>	
Policy: <b>Emergency Medical Care Committee</b>	Approval: Medical Director <b>Reza Vaezazizi, MD</b>	Signed 
Applies To: <b>EMS System</b>	Approval: Deputy EMS Administrator <b>Trevor Douville</b>	Signed 

**PURPOSE**

The purpose of this policy is to define the membership, rules of operation, and functions of the local Emergency Medical Care Committee (EMCC).

**AUTHORITY**

[California Health and Safety Code - Division 2.5, Chapter 4, Article 3, Sections 1797.270 - 1797.276](#)  
[Resolution 2013-052 of the Board of Supervisors of the County of Riverside](#)

**Emergency Medical Care Committee**

The Board of Supervisors of the County of Riverside originally established the local EMCC on October 15, 1985. The composition of the EMCC was last amended by Resolution 2013-052, dated March 12, 2013.

The Riverside County Emergency Medical Care Committee shall consist of seventeen members, all nominated members are to be appointed by the Board of Supervisors and the composition of this committee is as follows:

1. One Emergency Department Physician, practicing in a hospital located within Riverside County nominated by the Prehospital Medical Advisory Committee (PMAC);
2. One representative from the [Hospital Association of Southern California \(HASC\)](#) to be the Vice President of the Inland Regional Office;
3. One Physician representative of the [Riverside County Medical Association \(RCMA\)](#) nominated by that organization;
4. One representative from the County contracted emergency ground ambulance provider that serves a majority of the County’s Exclusive Operating Areas (EOAs);
5. One representative from the Ambulance Association of Riverside County nominated by that organization;
6. One representative from the County’s permitted air ambulance providers nominated by the air ambulance permitted providers;
7. One Fire Chief representing the [Riverside County Fire Chiefs Association \(RCFCA\)](#) nominated by that organization;
8. One city manager from the [Coachella Valley Association of Governments \(CVAG\)](#) nominated by that organization;
9. One city manager from the [Western Riverside Council of Governments \(WRCOG\)](#) nominated by that organization;
10. One representative of the Riverside County Law Enforcement Agency Administrators’ Association (RCLEAAA) nominated by that organization;
11. One prehospital representative of PMAC nominated by that committee;
12. One representative of the [Riverside County Fire Department](#); appointed by the Riverside County Fire Chief; and
13. One member-at-large from Riverside County Supervisorial [District 1](#);
14. One member-at-large from Riverside County Supervisorial [District 2](#);
15. One member-at-large from Riverside County Supervisorial [District 3](#);
16. One member-at-large from Riverside County Supervisorial [District 4](#);
17. One member-at-large from Riverside County Supervisorial [District 5](#).

Nominated members and members-at-large shall serve a three year term with staggered expiration dates so that no more than one-third of the membership may require replacement or reappointment at any one time. The Committee shall choose its chairperson and vice-chairperson annually, and shall determine the time and place for regular meetings of the Committee.

A quorum shall consist of one more than half the number of filled committee positions. Action taken shall require the affirmative vote of a majority of those present. The Chairman votes only in case of a tie.

The Committee shall perform the functions of an Emergency Medical Care Committee defined by the California Health and Safety Code, Division 2.5, Chapter 4, Article 3, Sections 1797.274 and 1797.276:

*The emergency medical care committee shall, at least annually, review the operations of each of the following:*

- a. Ambulance services operating within the county.*
- b. Emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques.*
- c. First aid practices in the county.*

*Every emergency medical care committee shall, at least annually, report to the authority, and the local EMS agency its observations and recommendations relative to its review of the ambulance services, emergency medical care, and first aid practices, and programs for training people in cardiopulmonary resuscitation and lifesaving first aid techniques, and public participation in such programs in that county. The emergency medical care committee shall submit its observations and recommendations to the county board or boards of supervisors which it serves and shall act in an advisory capacity to the county board or boards of supervisors which it serves, and to the local EMS agency, on all matters relating to emergency medical services as directed by the board or boards of supervisors.*

The Committee shall serve in an advisory capacity for the Board of Supervisors concerning all aspects of emergency medical care within the County and report to the Board in conjunction with its review of the various aspects of the emergency medical care within the County. The Committee shall report to the Board of Supervisors its observations and recommendations concerning the feasibility and content of emergency medical care programs within the County in conjunction with cities within the County, other counties, the State and the United States.

Except for Supervisorial appointees, each organization may designate an alternate to serve in the event of an absence by that organization's primary member.

The EMCC shall prepare an annual report to the Board of Supervisors on the current and anticipated condition of Emergency Medical Services (EMS) and EMS system operation within the County.

**ITEM 7D**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



**STAFF REPORT**

**Subject:** TUMF Annual and Five-Year Report for Fiscal Year 2023-24

**Contact:** Peter Satin, Conservation Program Manager ([psatin@cvag.org](mailto:psatin@cvag.org))

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**Recommendation:** Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2023-24

**Transportation Committee:** Concurred (Meeting of June 2)

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

CVAG’s Regional Arterial Program is comprised of TUMF and Measure A regional arterial funds. The two sources combined generated a total of \$32,665,714 during fiscal year 2023-24, which represents an 8-percent decrease in revenues over fiscal year 2022-23 (Table 1). Local Measure A funds are received by TUMF-collecting jurisdictions for their local street and road projects in the Coachella Valley, and are determined via a formula quantifying total dwelling units and taxable sales. Dwelling unit data is collected annually from each jurisdiction and is forwarded on to the Riverside County Transportation Commission (RCTC).

Table 1: TUMF program revenues in fiscal year 2023-24 compared to fiscal year 2022-23.

<b>Fund</b>	<b>FY 23-24</b>	<b>FY 22-23</b>	<b>Difference</b>	<b>% Difference</b>
TUMF	\$5,480,489	\$7,712,811	\$(2,232,322)	(29)%
Measure A	\$27,185,225	\$27,829,419	\$(644,194)	(2)%
Total	\$32,665,714	\$35,542,230	\$(2,876,516)	(8)%

The TUMF program began in fiscal year 1989-90 and saw a steady increase in local Measure A funding received by CVAG’s member jurisdictions until the Great Recession, which began in 2008 and resulted in significant downturns in revenues generated. Revenues from both Measure A funding and TUMF assessments then began to climb again, before peaking during the COVID-19 pandemic. Since the pandemic, both revenue sources have declined, with TUMF revenues falling much more sharply than Measure A revenues.

The report was provided to the Desert Valleys Builders Association (DVBA) for comment, who noted minor inconsistencies. Those inconsistencies have been addressed in the version now being presented for the Committee's approval. A final comment letter supporting the finalization of the report was issued by DVBA on April 28, 2025 and is attached.

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

**Attachments:**

1. TUMF Annual and Five-Year Report for Fiscal Year 2023-24
2. DVBA comment letter, April 28, 2025

# TRANSPORTATION UNIFORM MITIGATION FEE ANNUAL AND FIVE-YEAR REPORT

FISCAL YEAR 2023-2024



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

# COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

## Transportation Uniform Mitigation Fee Fiscal Year 2023-2024 Annual Report

CVAG  
Transportation Department



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

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## Introduction

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

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

TUMF, like all development impact fees, requires a nexus be demonstrated between the proposed development and the impacts to be mitigated. In TUMF’s case, the assessment is based on the number of vehicle trips new development or site improvements may generate. The most recent nexus study<sup>1</sup>, conducted in 2018, determined that by 2040, over one million trips will be added to the Coachella Valley due to projected development. At the same time, a Transportation Project Prioritization Study<sup>2</sup> (TPPS) was conducted to provide an unbiased, methodological way to provide CVAG direction in determining funding for regional arterials by identifying and ranking discrete segments to be improved.

The 2018 nexus study originally proposed a fee of \$751/trip; however, this fee was reduced to the current \$245/trip after re-evaluating which regional transportation projects would likely be built in the near-term<sup>3</sup>. With the new revised trip rate, the actual development fees can be calculated for individual land uses. The Institute of Transportation Engineers (ITE) has exhaustively analyzed different land uses with respect to trip generation and publishes the ITE Trip Generation Manual. This manual is the accepted industry standard with respect to trip generation data.

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

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

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

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

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

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

which CVAG has rounded to a final fee assessment of \$2,310 for a single-family residence. CVAG’s adopted TUMF policies, as codified in the TUMF Handbook, allow for the consideration of annual adjustments for inflation based on the Consumer Price Index for All Urban Consumers (CPI-U), all items. If approved by CVAG’s Executive Committee, these adjustments take place on January 1 of the calendar year following their adoption. In 2023, CVAG applied a 7.4% increase to all fee rates for calendar year 2024, as described below.

<i>Land-use Category</i>	<i>Assessment Unit</i>	<i>Fee 2023</i>	<i>Fee 2024</i>
<i>Residential</i>			
<i>Single-Family Detached</i>	Dwelling unit	\$2,550	\$2,740
<i>Multi-Family, Mobile Home</i>	Dwelling unit	\$1,470	\$1,580
<i>Nursing/Congregate Care</i>	Dwelling unit	\$545	\$585
<i>Transit Oriented Development</i>	Dwelling unit	15% discount	
<i>Low-Income Housing</i>	Dwelling unit	Exempt	
<i>Non-Residential</i>			
<i>Industrial</i>	1,000 square feet	\$1,340	\$1,440
<i>Office</i>	1,000 square feet	\$2,640	\$2,835
<i>Retail</i>	1,000 square feet	\$6,640	\$7,130
<i>Fuel – Gas</i>	Dispenser	\$9,515	\$10,220
<i>Fuel – Electric</i>	Dispenser	\$100	\$105
<i>Golf Course</i>	Acre	\$1,015	\$1,090
<i>Hotel</i>	Room	\$3,880	\$4,165

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

## Fiscal Year 2023-2024 Summary

The following information pertains to the TUMF fund for the year ending June 30, 2024<sup>4</sup>. There were no interfund transfers or loans from the TUMF Fund. No fees were re-allocated pursuant to Gov Code Section 66001 for sums that remain unspent after five years and for which a date of commencement of the improvement has not been provided.

Fund Balance – July 1, 2023	\$11,813,644.69
Balance of fees collected (accrual basis) - June 30, 2024	\$5,482,848.42
Interest earnings from Investment Pool	\$348,872.51
Refunds	(\$553,974.20)
Other miscellaneous revenues/receipts	\$1,403.96
Project costs	(\$4,412,737.31)
Program management expenditures	(\$717,499.69)
Fund Balance - June 30, 2024	\$11,962,558.38

<b>Five Year Test Using First In First Out Method</b>	
<i>Includes fees collected, interest earned, and miscellaneous revenues</i>	
Revenues Collected from Fiscal Year 2019/2020	\$5,077,605
Revenues Collected from Fiscal Year 2020/2021	\$6,278,423
Revenues Collected from Fiscal Year 2021/2022	\$10,511,729
Revenues Collected from Fiscal Year 2022/2023	\$8,041,761
Revenues Collected from Fiscal Year 2023/2024	\$5,833,125
<b>Total Revenue for Last Five Years</b>	<b>\$35,742,644</b>

As of June 30, 2024, \$159,466,915 has been collected by the assessment of TUMF. Taking into account the additional \$24,360,350 in Measure A In-Lieu funds collected, the TUMF program has generated a total of **\$183,827,264** since program inception on July 1, 1989.

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

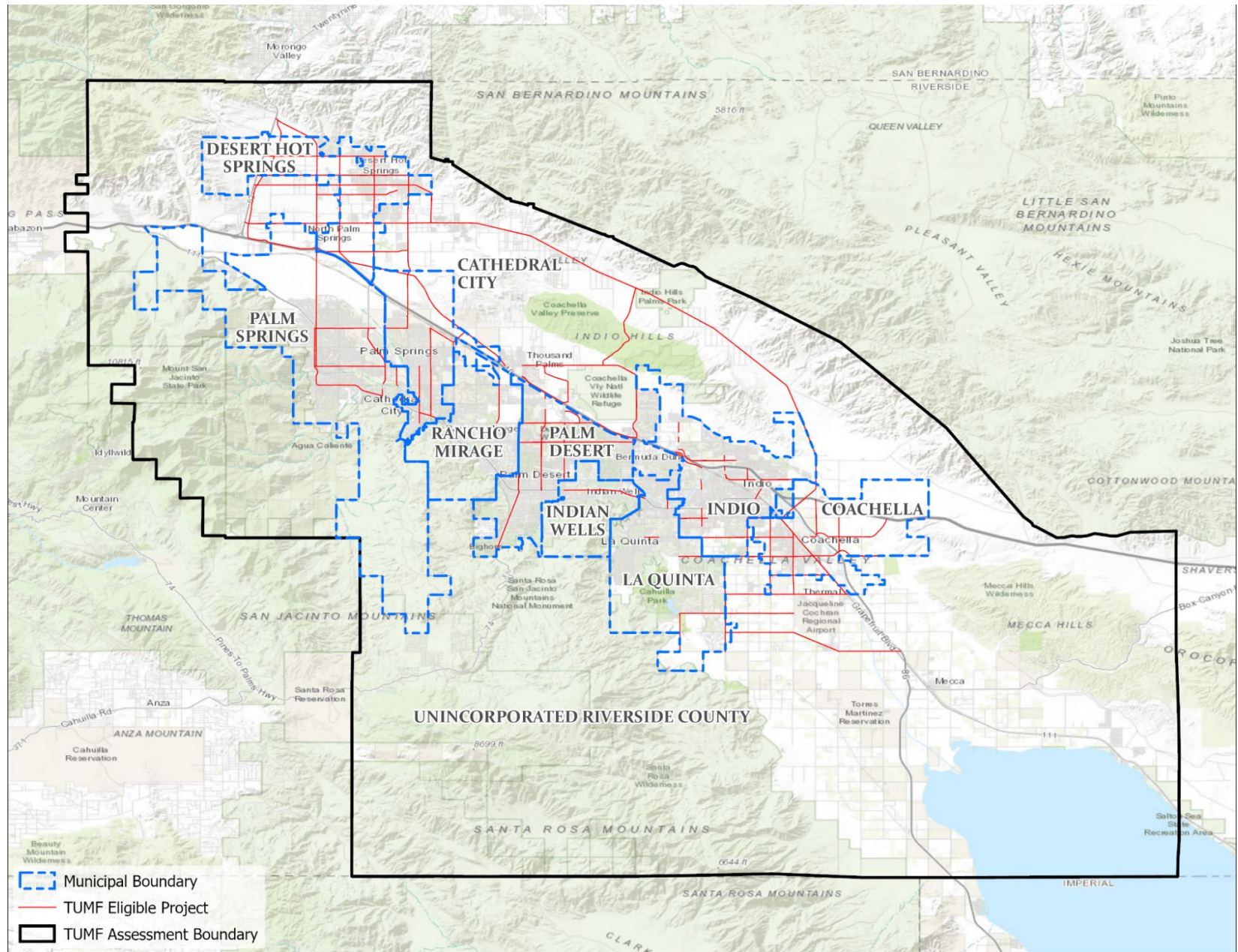


Figure 1: TUMF assessment boundary and participating jurisdictions. Projects eligible for TUMF funding are described more fully in the Transportation Project Prioritization Study, 2018, and are displayed here only for context.

## TUMF Collections by Jurisdiction, Fiscal Year 2023-2024

This section sorts TUMF collections for fiscal year 2023-2024 by jurisdiction. As of 2013, each of the regional municipalities within the Coachella Valley, along with the County of Riverside, are participating in CVAG’s TUMF program. All TUMF shortfalls have been collected and no in-lieu payments were made during the reporting period.

The total TUMF collected for fiscal year 2023-2024 was \$5,480,849 with 25-percent generated each by the Cities of Desert Hots Springs and Indio. An additional \$27,185,225 of Measure A funding was disbursed to CVAG for regional arterial projects.

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

### All Jurisdictions

	<i>FY 23/24</i>	<i>% FY</i>	<i>Total to Date</i>	<i>% Total</i>
<i>Cathedral City</i>	\$287,965	5%	\$13,123,850	8%
<i>Coachella</i>	\$143,560	3%	\$7,850,198	5%
<i>Desert Hot Springs</i>	\$1,370,039	25%	\$9,395,433	6%
<i>Indian Wells</i>	\$141,600	3%	\$3,725,069	2%
<i>Indio</i>	\$1,349,672	25%	\$40,070,206	25%
<i>La Quinta</i>	\$425,314	8%	\$7,681,332	5%
<i>Palm Desert</i>	\$466,498	9%	\$25,828,071	16%
<i>Palm Springs</i>	\$504,400	9%	\$17,873,463	11%
<i>Rancho Mirage</i>	\$288,599	5%	\$13,010,779	8%
<i>Riverside County</i>	\$502,842	9%	\$20,908,512	13%
<b><i>Total TUMF</i></b>	<b>\$5,480,489</b>	<b>100%</b>	<b>\$159,466,915</b>	<b>100%</b>
<b><i>Total In Lieu</i></b>	<b>\$-</b>		<b>\$24,360,350</b>	
<b><i>Regional Arterials</i></b>	<b>\$27,185,225</b>		<b>\$415,856,224</b>	
<b><i>Total</i></b>	<b>\$32,665,714</b>		<b>\$599,683,488</b>	

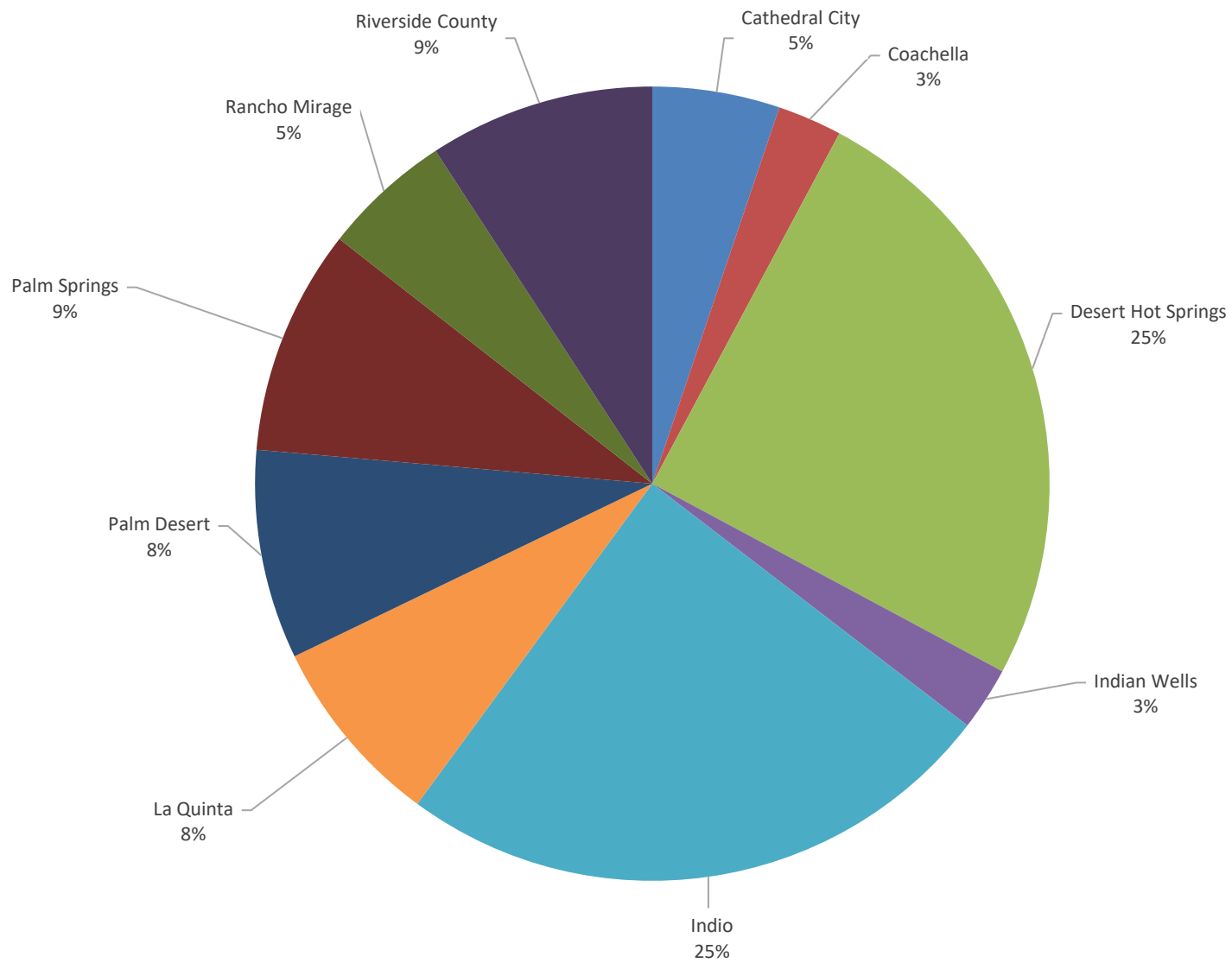


Figure 2: Proportion of total TUMF collections per jurisdiction for fiscal year 2023-2024.

## Cathedral City

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$73,152	\$0	\$73,152
<i>Aug</i>	\$0	\$0	\$0
<i>Sep</i>	\$2,550	\$0	\$2,550
<i>Oct</i>	\$10,518	\$0	\$10,518
<i>Nov</i>	\$5,100	\$0	\$5,100
<i>Dec</i>	\$70,560	\$0	\$70,560
<i>Jan</i>	\$47,905	\$0	\$47,905
<i>Feb</i>	\$0	\$0	\$0
<i>Mar</i>	\$0	\$0	\$0
<i>Apr</i>	\$45,462	\$0	\$45,462
<i>May</i>	\$19,580	\$0	\$19,580
<i>Jun</i>	\$13,134	\$0	\$13,134
<b>Total</b>	<b>\$287,965</b>	<b>\$0</b>	<b>\$287,965</b>

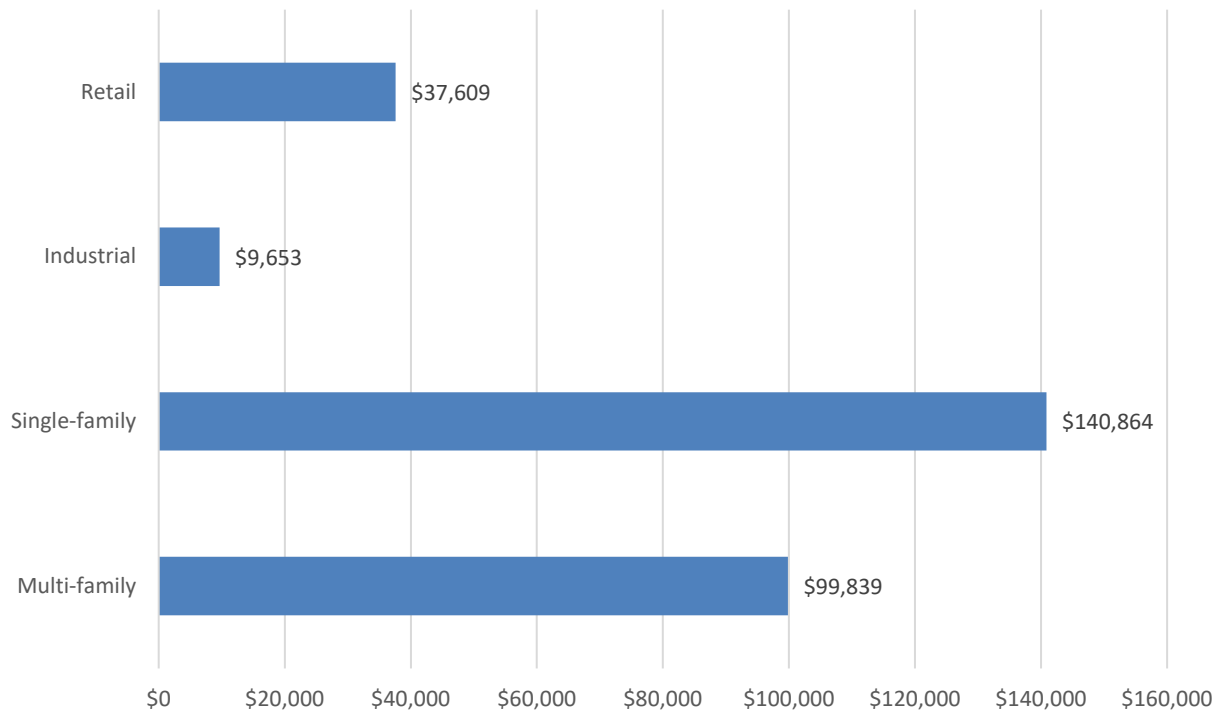


Figure 3: Cathedral City TUMF collections per land use category, fiscal year 2023-2024.

Coachella

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$35,700	\$0	\$35,700
<i>Aug</i>	\$20,400	\$0	\$20,400
<i>Sep</i>	\$0	\$0	\$0
<i>Oct</i>	\$17,850	\$0	\$17,850
<i>Nov</i>	\$12,750	\$0	\$12,750
<i>Dec</i>	\$45,900	\$0	\$45,900
<i>Jan</i>	\$0	\$0	\$0
<i>Feb</i>	\$10,960	\$0	\$10,960
<i>Mar</i>	\$0	\$0	\$0
<i>Apr</i>	\$0	\$0	\$0
<i>May</i>	\$0	\$0	\$0
<i>Jun</i>	\$0	\$0	\$0
<b>Total</b>	<b>\$143,560</b>	<b>\$0</b>	<b>\$143,560</b>

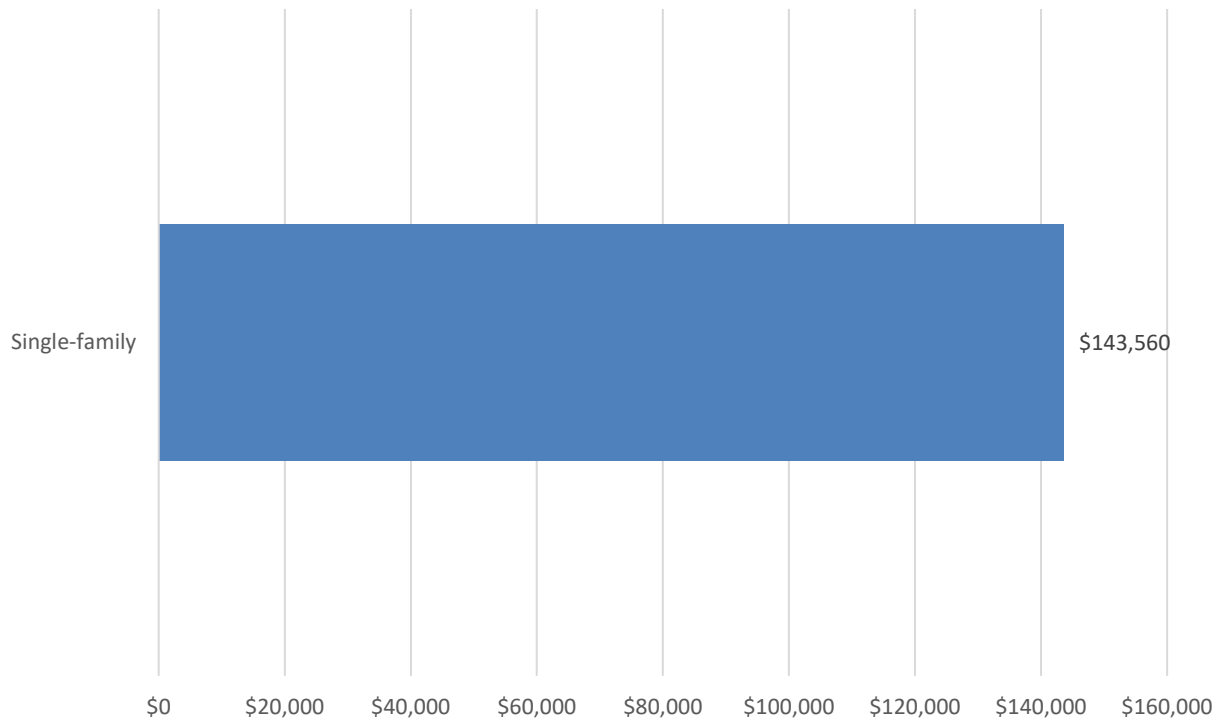


Figure 4: Coachella TUMF collections per land use category, fiscal year 2023-2024.

## Desert Hot Springs

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$9,871	\$0	\$9,871
<i>Aug</i>	\$11,670	\$0	\$11,670
<i>Sep</i>	\$48,258	\$0	\$48,258
<i>Oct</i>	\$2,740	\$0	\$2,740
<i>Nov</i>	\$22,260	\$0	\$22,260
<i>Dec</i>	\$164,224	\$0	\$164,224
<i>Jan</i>	\$15,172	\$0	\$15,172
<i>Feb</i>	\$12,430	\$0	\$12,430
<i>Mar</i>	\$20,020	\$18,176.20	\$20,020
<i>Apr</i>	\$8,220	\$0	\$8,220
<i>May</i>	\$1,026,134	\$0	\$1,026,134
<i>Jun</i>	\$29,041	\$0	\$29,041
<b>Total</b>	<b>\$1,370,039</b>	<b>\$18,176.20</b>	<b>\$1,351,863</b>

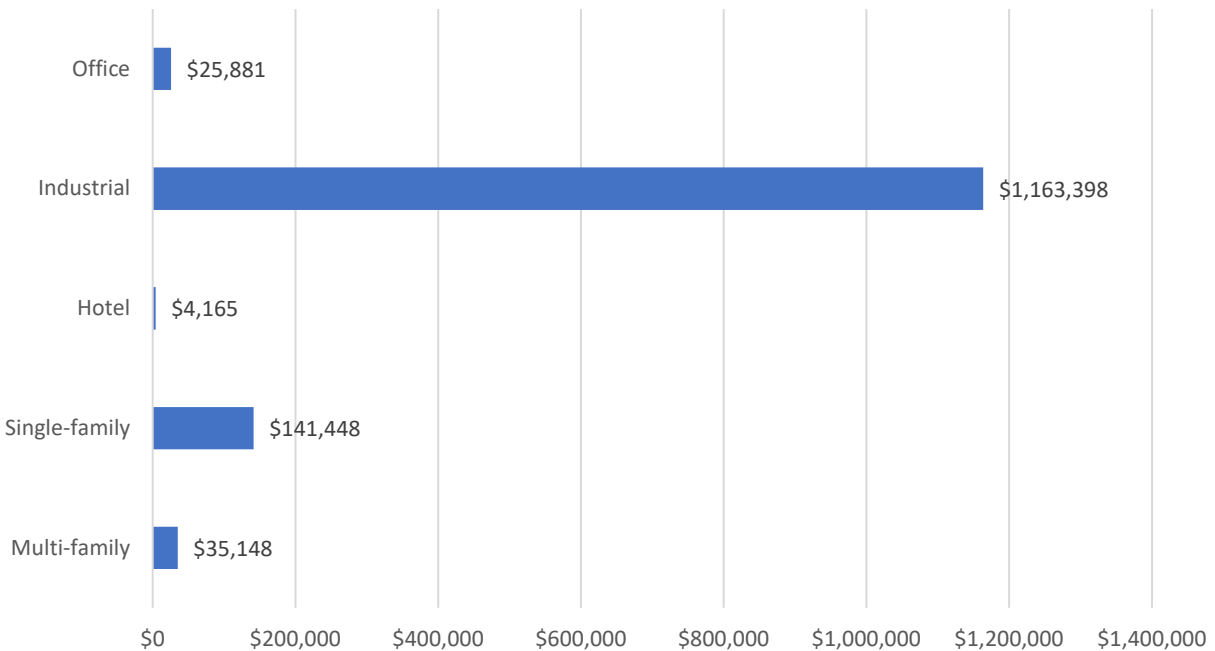


Figure 5: Desert Hot Springs TUMF collections per land use category, fiscal year 2023-2024.

## Indian Wells

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$192	\$0	\$192
<i>Aug</i>	\$40,139	\$0	\$40,139
<i>Sep</i>	\$10,200	\$0	\$10,200
<i>Oct</i>	\$3,235	\$0	\$3,235
<i>Nov</i>	\$15,300	\$0	\$15,300
<i>Dec</i>	\$41,422	\$0	\$41,422
<i>Jan</i>	\$16,440	\$0	\$16,440
<i>Feb</i>	\$2,740	\$0	\$2,740
<i>Mar</i>	\$0	\$0	\$0
<i>Apr</i>	\$11,931	\$0	\$11,931
<i>May</i>	\$0	\$0	\$0
<i>Jun</i>	\$0	\$0	\$0
<b>Total</b>	<b>\$141,599</b>	<b>\$0</b>	<b>\$141,599</b>

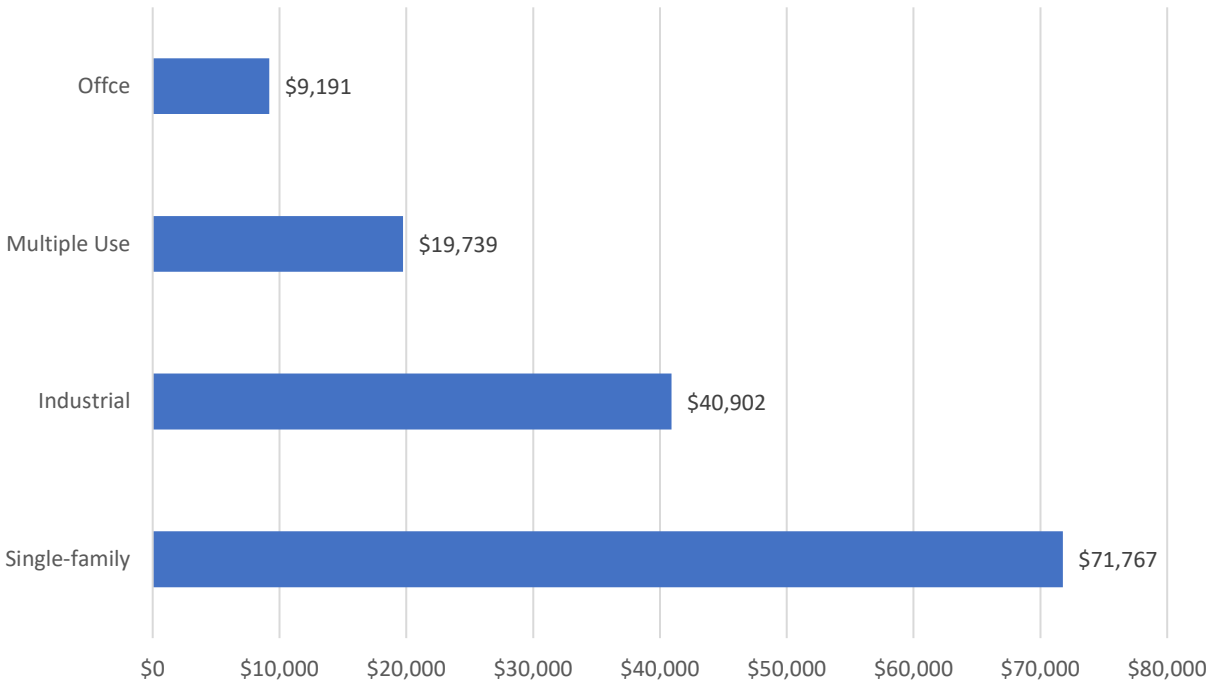


Figure 6: Indian Wells TUMF collections per land use category, fiscal year 2023-2024.

Indio

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$2,550	\$0	\$2,550
<i>Aug</i>	\$116,730	\$0	\$116,730
<i>Sep</i>	\$5,100	\$0	\$5,100
<i>Oct</i>	\$143,402	\$0	\$143,402
<i>Nov</i>	\$102,469	\$0	\$102,469
<i>Dec</i>	\$307,474	\$0	\$307,474
<i>Jan</i>	\$10,960	\$0	\$10,960
<i>Feb</i>	\$62,580	\$0	\$62,580
<i>Mar</i>	\$115,080	\$0	\$115,080
<i>Apr</i>	\$20,830	\$532,672	\$20,830
<i>May</i>	\$91,661	\$0	\$91,661
<i>Jun</i>	\$370,834	\$0	\$370,834
<b>Total</b>	<b>\$1,349,672</b>	<b>\$532,672</b>	<b>\$817,000</b>

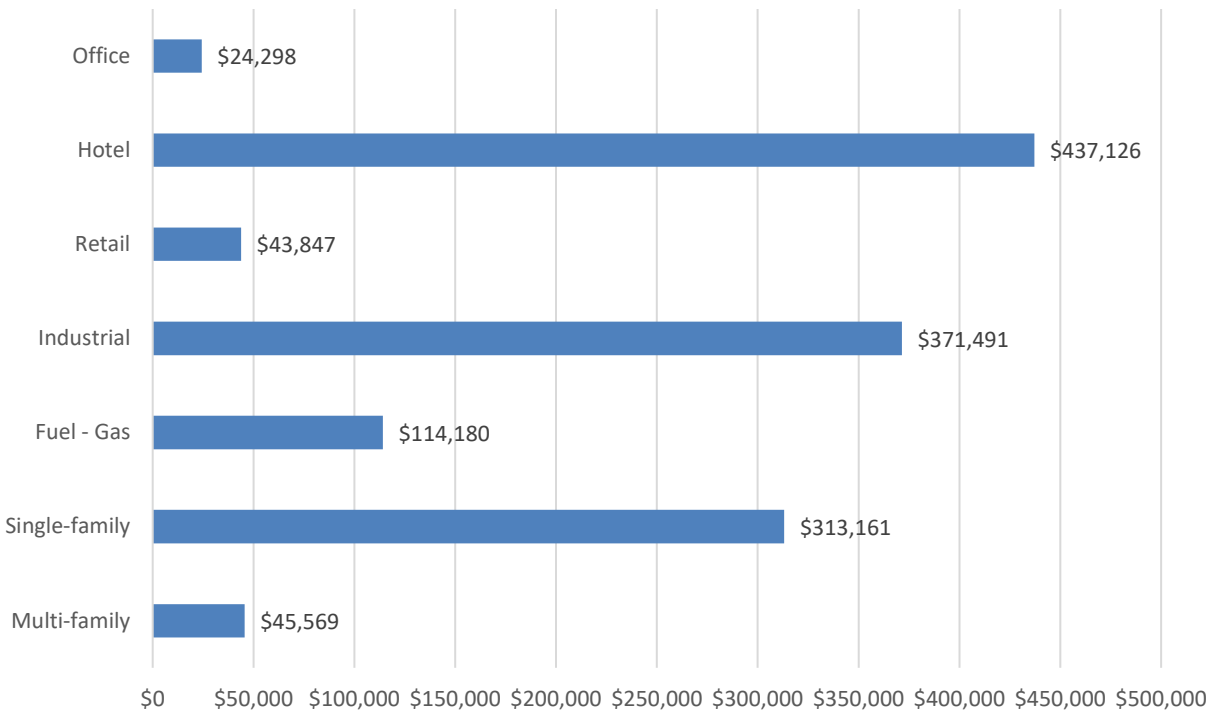


Figure 7: Indio TUMF collections per land use category, fiscal year 2023-2024.

## La Quinta

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$7,650	\$0	\$7,650
<i>Aug</i>	\$14,004	\$0	\$14,004
<i>Sep</i>	\$2,550	\$0	\$2,550
<i>Oct</i>	\$2,550	\$0	\$2,550
<i>Nov</i>	\$23,170	\$0	\$23,170
<i>Dec</i>	\$60,250	\$0	\$60,250
<i>Jan</i>	\$5,480	\$0	\$5,480
<i>Feb</i>	\$21,920	\$0	\$21,920
<i>Mar</i>	\$10,960	\$0	\$10,960
<i>Apr</i>	\$65,760	\$0	\$65,760
<i>May</i>	\$169,920	\$0	\$169,920
<i>Jun</i>	\$41,100	\$0	\$41,100
<b>Total</b>	<b>\$425,314</b>	<b>\$0</b>	<b>\$425,314</b>

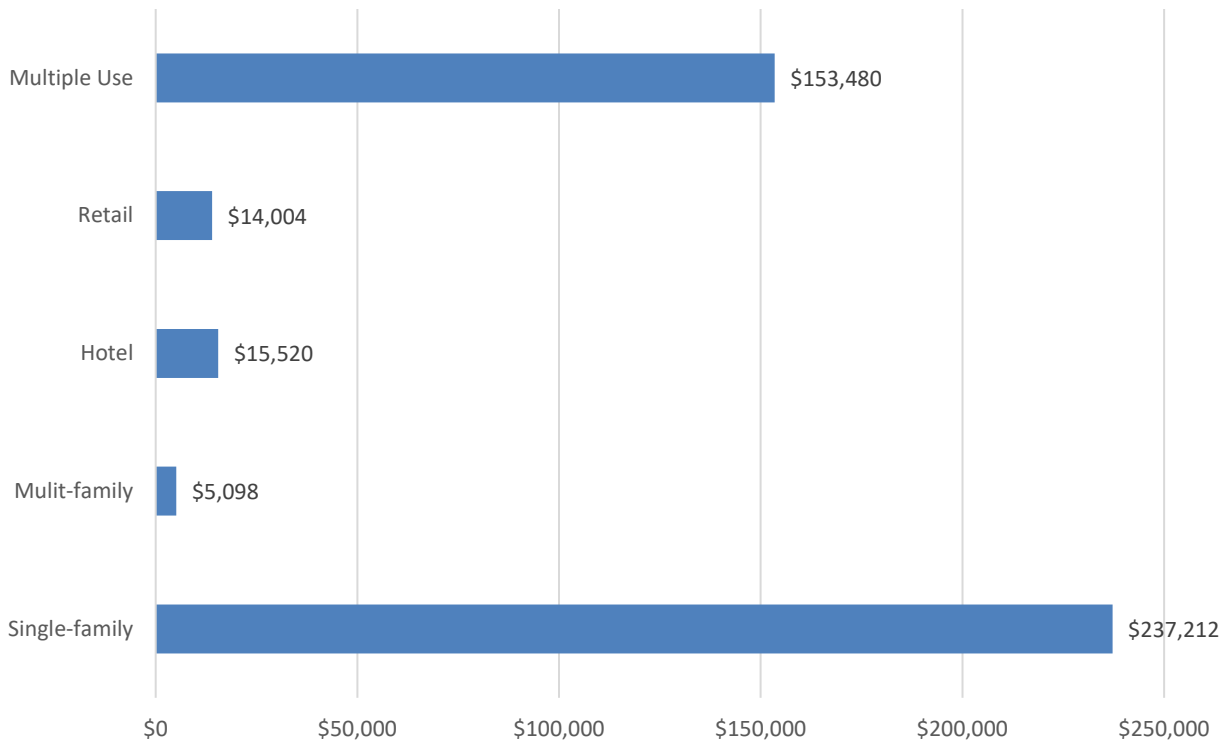


Figure 8: La Quinta TUMF collections per land use category, fiscal year 2023-2024.

## Palm Desert

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$26,616	\$0	\$26,616
<i>Aug</i>	\$53,550	\$0	\$53,550
<i>Sep</i>	\$30,351	\$0	\$30,351
<i>Oct</i>	\$24,016	\$0	\$24,016
<i>Nov</i>	\$38,256	\$0	\$38,256
<i>Dec</i>	\$105,595	\$0	\$105,595
<i>Jan</i>	\$2,740	\$0	\$2,740
<i>Feb</i>	\$24,470	\$0	\$24,470
<i>Mar</i>	\$52,060	\$0	\$52,060
<i>Apr</i>	\$99,240	\$768	\$99,240
<i>May</i>	\$9,604	\$0	\$9,604
<i>Jun</i>	\$0	\$0	\$0
<b>Total</b>	<b>\$466,498</b>	<b>\$768</b>	<b>\$465,730</b>

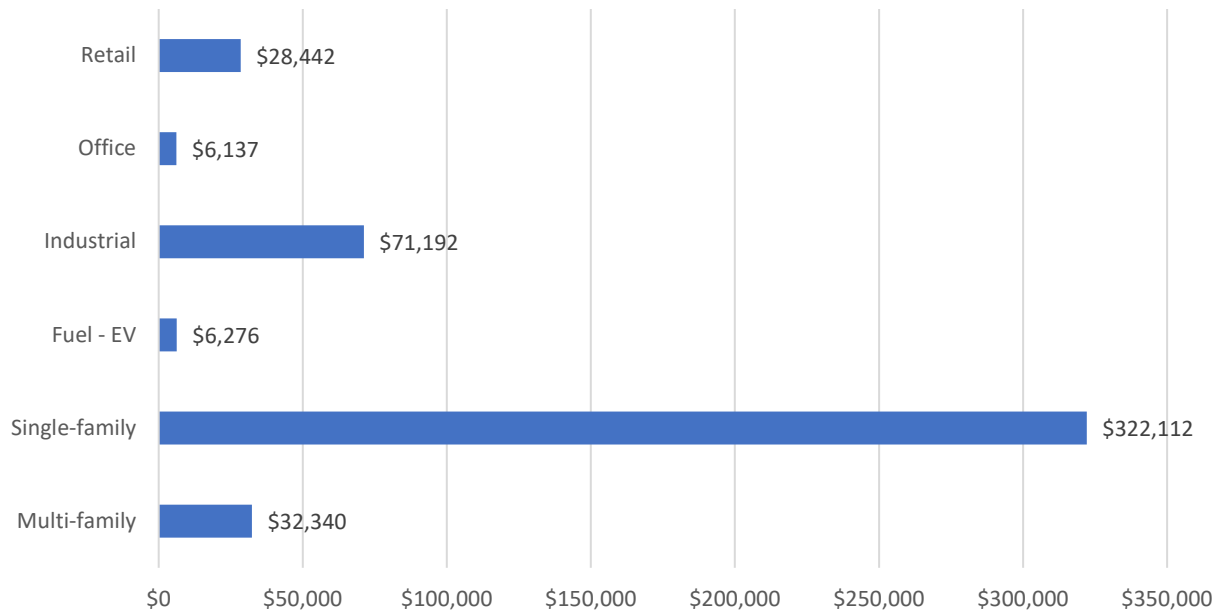


Figure 9: Palm Desert TUMF collections per land use category, fiscal year 2023-2024.

## Palm Springs

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$30,412	\$0	\$30,412
<i>Aug</i>	\$7,500	\$0	\$7,500
<i>Sep</i>	\$7,053	\$0	\$7,053
<i>Oct</i>	\$0	\$0	\$0
<i>Nov</i>	\$285,155	\$0	\$285,155
<i>Dec</i>	\$10,200	\$0	\$10,200
<i>Jan</i>	\$2,740	\$0	\$2,740
<i>Feb</i>	\$13,910	\$0	\$13,910
<i>Mar</i>	\$10,960	\$0	\$10,960
<i>Apr</i>	\$94,182	\$0	\$94,182
<i>May</i>	\$36,087	\$0	\$36,087
<i>Jun</i>	\$6,200	\$2,358	\$6,200
<b>Total</b>	<b>\$504,400</b>	<b>\$2,358</b>	<b>\$502,042</b>

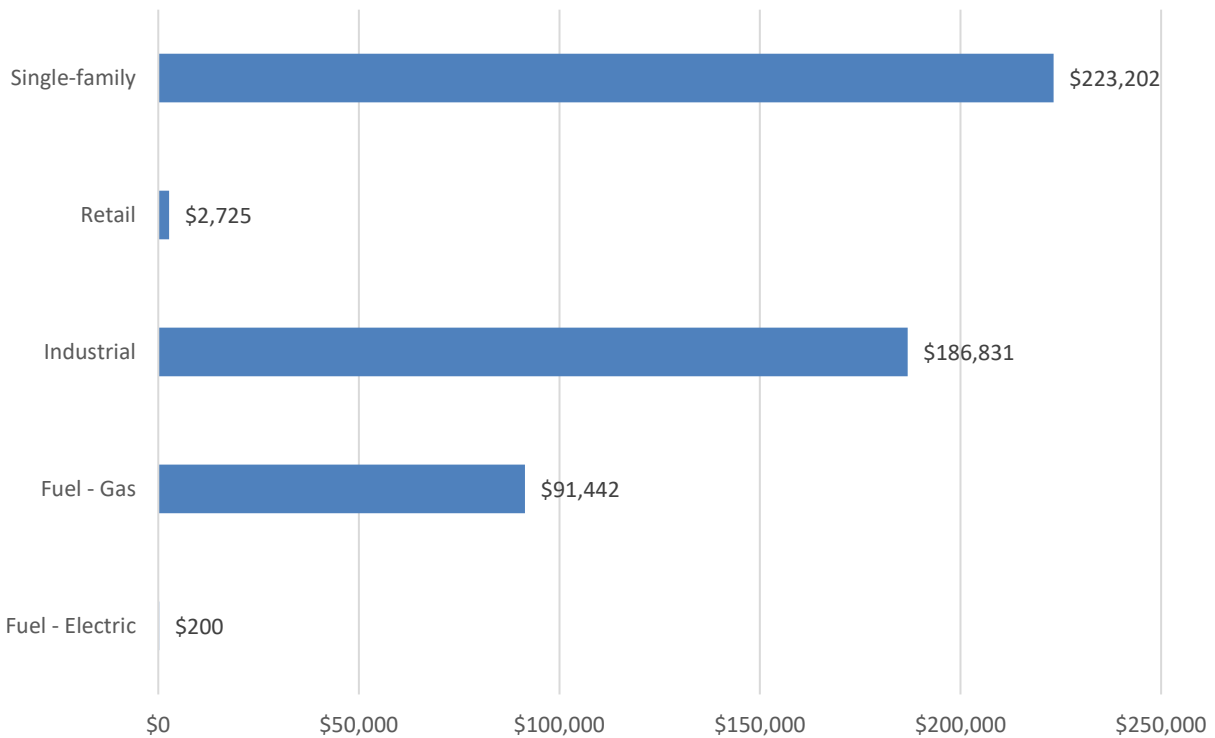


Figure 10: Palm Springs TUMF collections per land use category, fiscal year 2023-2024.

## Rancho Mirage

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$4,197	\$0	\$4,197
<i>Aug</i>	\$6,115	\$0	\$6,115
<i>Sep</i>	\$26,718	\$0	\$26,718
<i>Oct</i>	\$0	\$0	\$0
<i>Nov</i>	\$2,358	\$0	\$2,358
<i>Dec</i>	\$2,550	\$0	\$2,550
<i>Jan</i>	\$19,180	\$0	\$19,180
<i>Feb</i>	\$57,138	\$0	\$57,138
<i>Mar</i>	\$10,677	\$0	\$10,677
<i>Apr</i>	\$138,835	\$0	\$138,835
<i>May</i>	\$9,870	\$0	\$9,870
<i>Jun</i>	\$10,960	\$0	\$10,960
<b>Total</b>	<b>\$288,598</b>	<b>\$0</b>	<b>\$288,598</b>

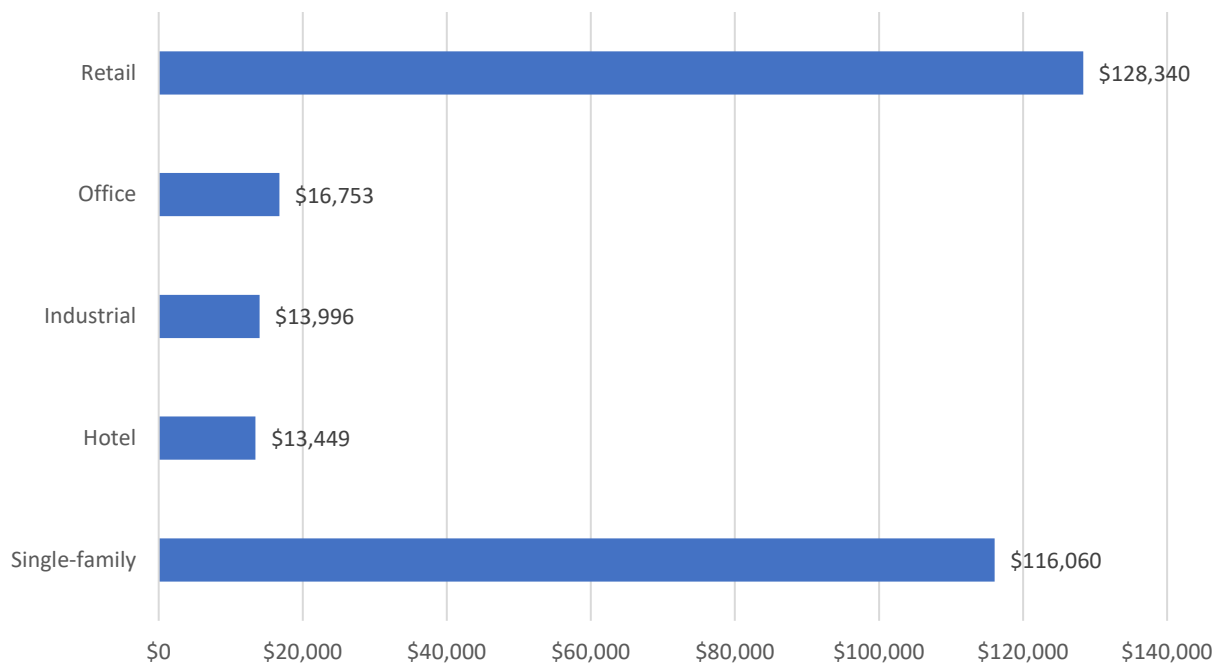


Figure 11: Rancho Mirage TUMF collections per land use category, fiscal year 2023-2024.

## Riverside County

	<i>Collected</i>	<i>Refunds</i>	<i>Total</i>
<i>Jul</i>	\$20,400	\$0	\$20,400
<i>Aug</i>	\$28,179	\$0	\$28,179
<i>Sep</i>	\$37,156	\$0	\$37,156
<i>Oct</i>	\$59,226	\$0	\$59,226
<i>Nov</i>	\$70,474	\$0	\$70,474
<i>Dec</i>	\$29,796	\$0	\$29,796
<i>Jan</i>	\$50,900	\$0	\$50,900
<i>Feb</i>	\$42,580	\$0	\$42,580
<i>Mar</i>	\$38,550	\$0	\$38,550
<i>Apr</i>	\$38,416	\$0	\$38,416
<i>May</i>	\$46,065	\$0	\$46,065
<i>Jun</i>	\$41,100	\$	\$41,100
<b>Total</b>	<b>\$502,842</b>	<b>\$0</b>	<b>\$502,842</b>

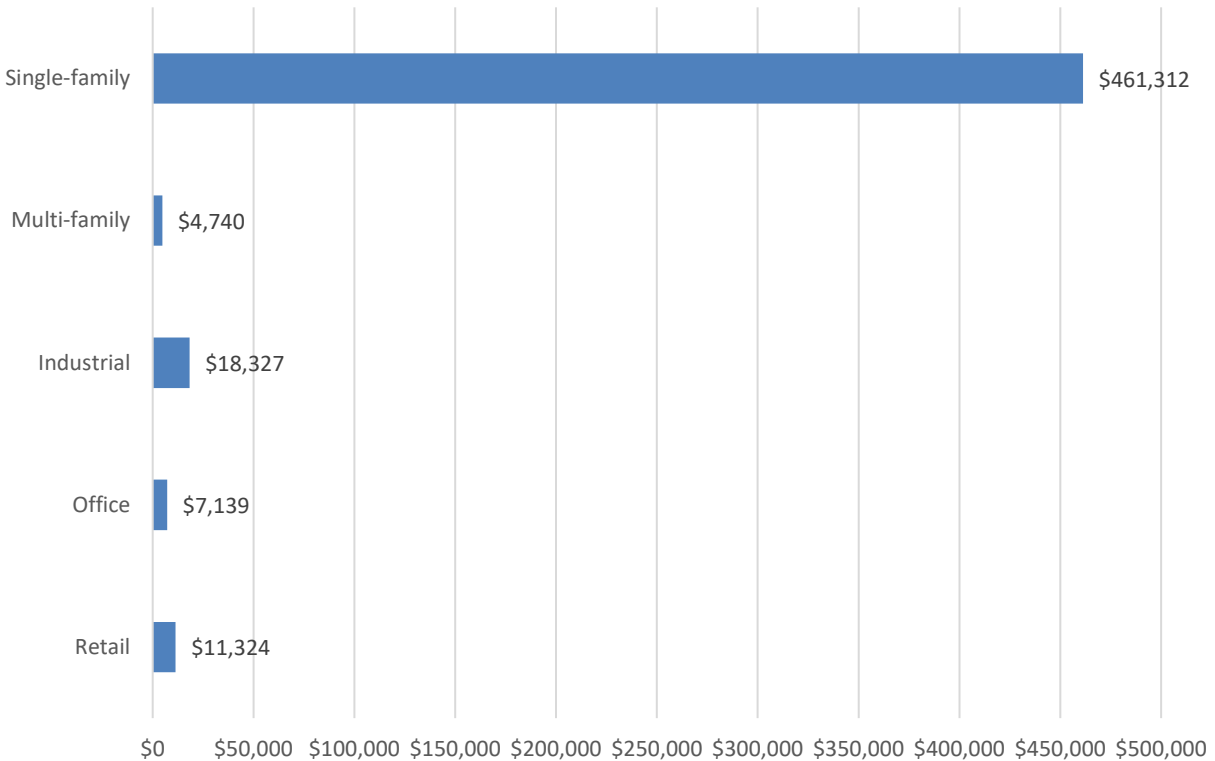


Figure 12: Riverside County TUMF collections per land use category, fiscal year 2023-2024.

## TUMF Collections by Land Use Category, Fiscal Year 2023-2024

This section sorts each jurisdiction's TUMF collections into different land use categories. Residential development was greatest source of TUMF revenue, contributing to almost 45-percent of the total collected fees, with the next highest categories being industrial and hotel development at 33- and 8-percent, respectively.

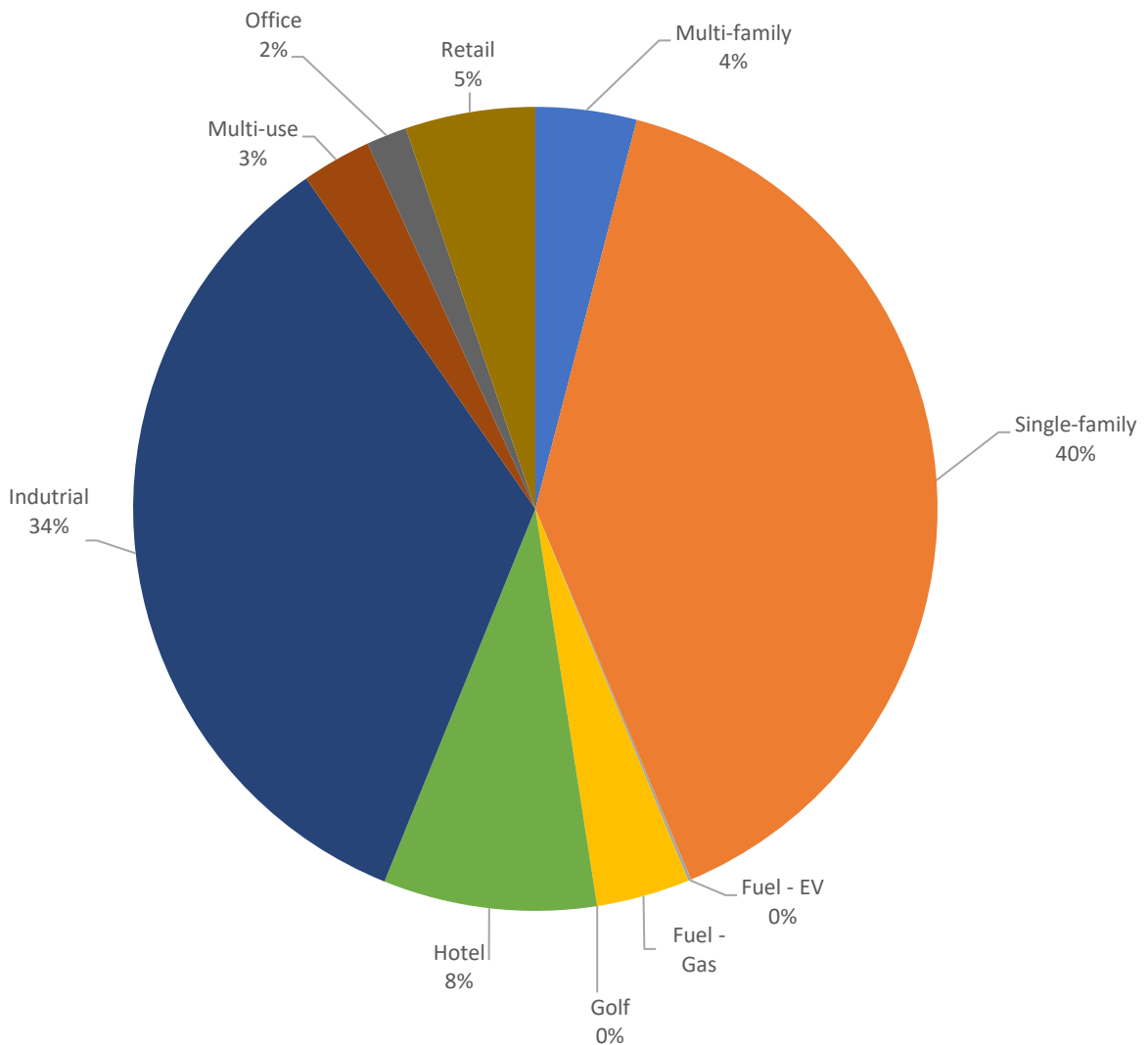


Figure 13: Proportion of total TUMF collections per land use category.

Table 1: TUMF collections per land use.

	<i>Multi-family</i>	<i>Single-family</i>	<i>Industrial</i>	<i>Office</i>	<i>Retail</i>	<i>Fuel - Gas</i>	<i>Fuel - EV</i>	<i>Golf</i>	<i>Hotel</i>	<i>Multi-use</i>
<i>Cathedral City</i>	\$99,839	\$140,864	\$9,653	\$0	\$37,609	\$0	\$0	\$0	\$0	\$0
<i>Coachella</i>	\$0	\$143,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Desert Hot Springs</i>	\$35,148	\$141,448	\$1,163,398	\$25,880	\$0	\$0	\$0	\$0	\$4,165	\$0
<i>Indian Wells</i>	\$0	\$71,767	\$40,902	\$9,191	\$19,739	\$0	\$0	\$0	\$0	\$0
<i>Indio</i>	\$45,569	\$313,161	\$371,491	\$24,298	\$43,847	\$114,180	\$0	\$0	\$437,126	\$0
<i>La Quinta</i>	\$5,098	\$237,212	\$0	\$0	\$14,004	\$0	\$0	\$0	\$15,520	\$153,480
<i>Palm Desert</i>	\$32,340	\$322,112	\$71,192	\$6,137	\$28,442	\$0	\$6,276	\$0	\$0	\$0
<i>Palm Springs</i>	\$0	\$223,202	\$186,831	\$0	\$2,725	\$91,442	\$200	\$0	\$0	\$0
<i>Rancho Mirage</i>	\$0	\$116,061	\$13,996	\$16,753	\$128,340	\$0	\$0	\$0	\$13,449	\$0
<i>Riverside County</i>	\$4,740	\$461,312	\$18,327	\$7,139	\$11,324	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	\$222,734	\$2,170,699	\$1,875,789	\$89,397	\$286,029	\$205,622	\$6,476	\$0	\$470,260	\$153,480

Table 2: Development units per land use.

	<i>Multi-family</i>	<i>Single-family</i>	<i>Industrial (sq ft)</i>	<i>Office (sq ft)</i>	<i>Retail (sq ft)</i>	<i>Fuel - Gas (dispensers)</i>	<i>Fuel - EV (dispensers)</i>	<i>Golf (ac)</i>	<i>Hotel (rooms)</i>
<i>Cathedral City</i>	69	51	6,898	0	3,768	0	0	0	0
<i>Coachella</i>	0	56	0	0	0	0	0	0	0
<i>Desert Hot Springs</i>	25	54	841,195	9,129	0	0	0	0	1
<i>Indian Wells</i>	0	33	8,000	4,011	2,667	0	0	0	0
<i>Indio</i>	184	236	276,971	20,811	21,411	12	0	0	122
<i>La Quinta</i>	4	91	0	0	2,109	0	1	0	8
<i>Palm Desert</i>	333	144	53,128	1,850	1,902	59	0	0	0
<i>Palm Springs</i>	142	98	129,823	0	0	1	1	0	0
<i>Rancho Mirage</i>	0	34	4,137	8,663	17,142	0	0	0	0
<i>Riverside County</i>	3	144	0	0	0	0	0	0	0
<b>Total</b>	760	941	1,320,152	44,464	48,999	72	2	0	131

# Measure A Collections

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

As of June 30, 2024, the cumulative amount of regional Measure A received – \$337,161,137 – has exceeded the amount of TUMF collected – \$159,466,915. In all jurisdictions, the cumulative local Measure A received has exceeded the cumulative TUMF collected.

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

## All Jurisdictions

	<i>TUMF Collections</i>	<i>Measure A Collections</i>
<i>Cathedral City</i>	\$13,123,850	\$42,732,282
<i>Coachella</i>	\$7,850,198	\$13,092,395
<i>Desert Hot Springs</i>	\$9,395,433	\$10,867,574
<i>Indian Wells</i>	\$3,725,069	\$6,894,962
<i>Indio</i>	\$40,070,206	\$43,509,291
<i>La Quinta</i>	\$7,681,332	\$13,099,335
<i>Palm Desert</i>	\$25,828,071	\$73,766,419
<i>Palm Springs</i>	\$17,873,463	\$59,247,324
<i>Rancho Mirage</i>	\$13,010,779	\$25,141,028
<i>Riverside County</i>	\$20,908,512	\$48,810,527
<b>Total</b>	<b>\$159,466,915</b>	<b>\$337,161,137</b>

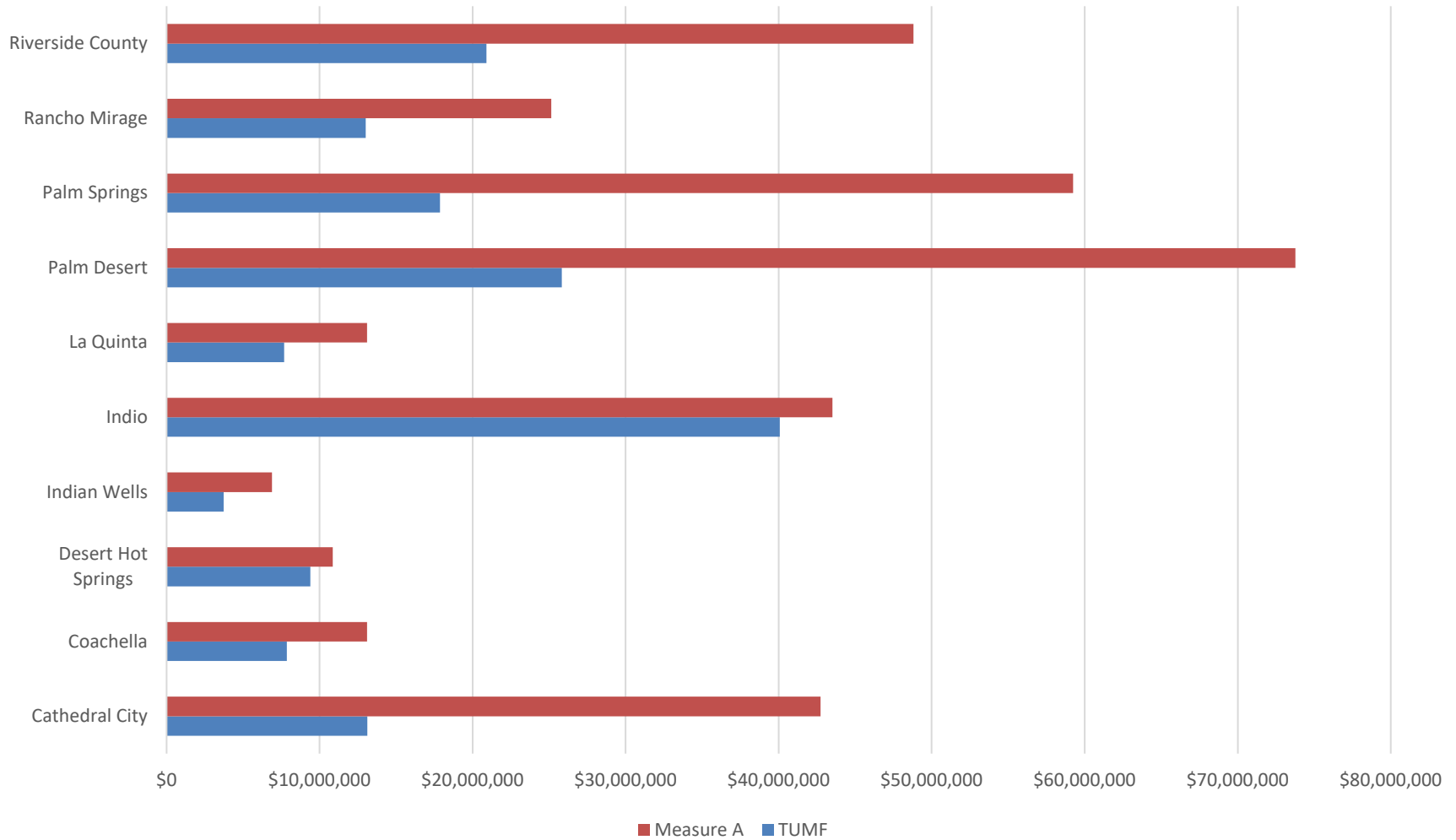


Figure 14: Local Measure A received compared to TUMF collected per jurisdiction, 1989-2024

## Cathedral City

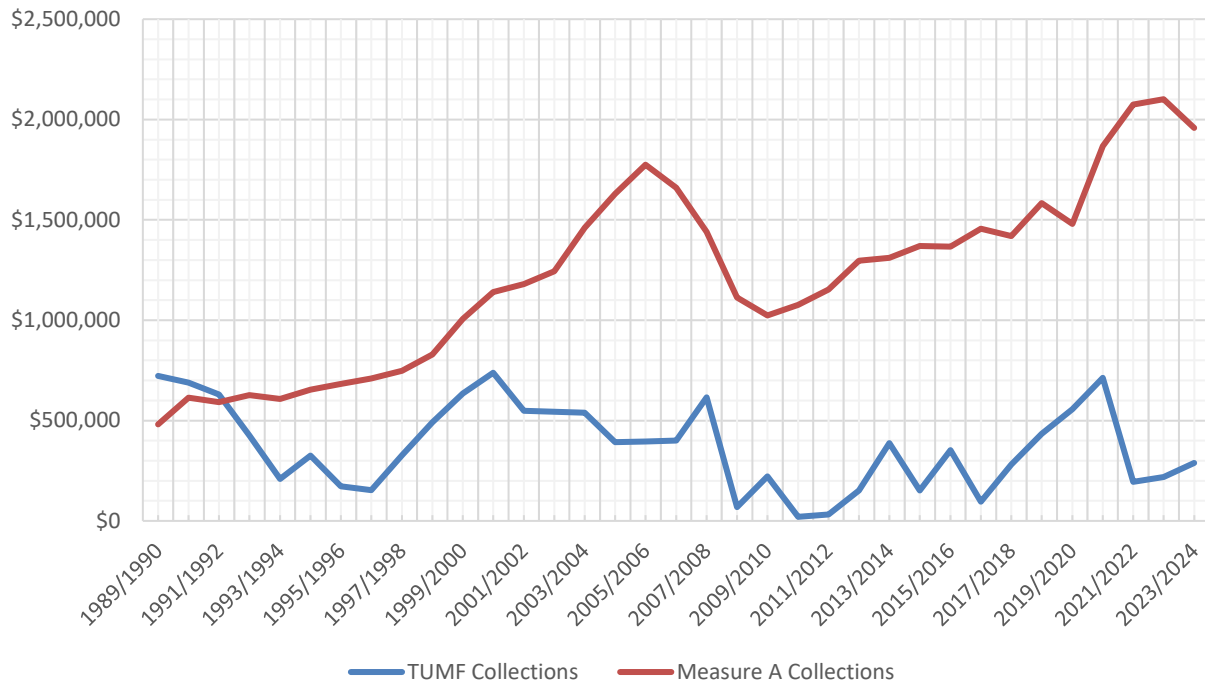


Figure 15: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Cathedral City.

## Coachella

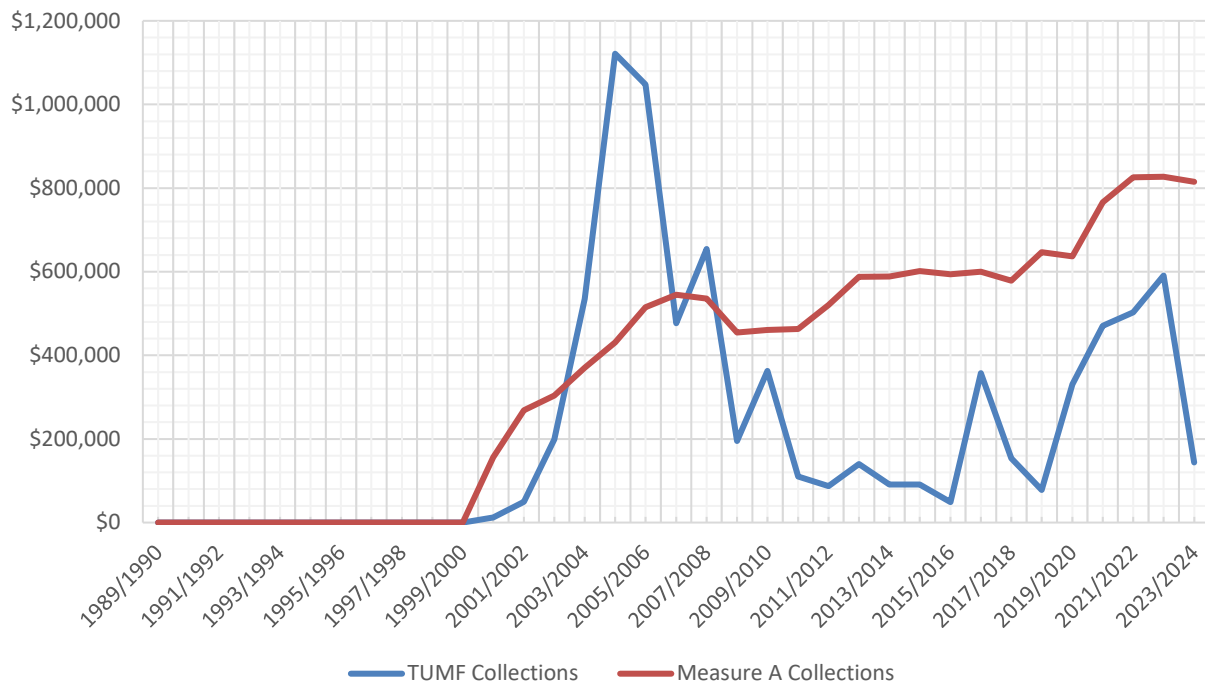


Figure 16: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Coachella.

## Desert Hot Springs

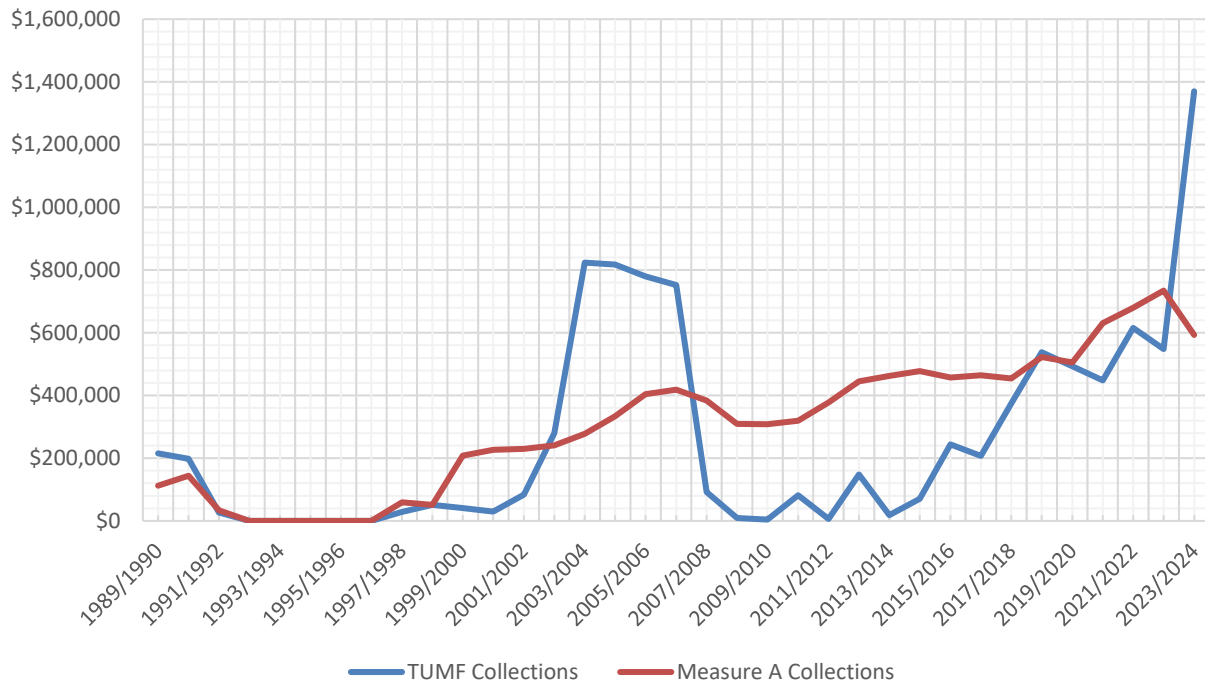


Figure 17: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Desert Hot Springs.

## Indian Wells

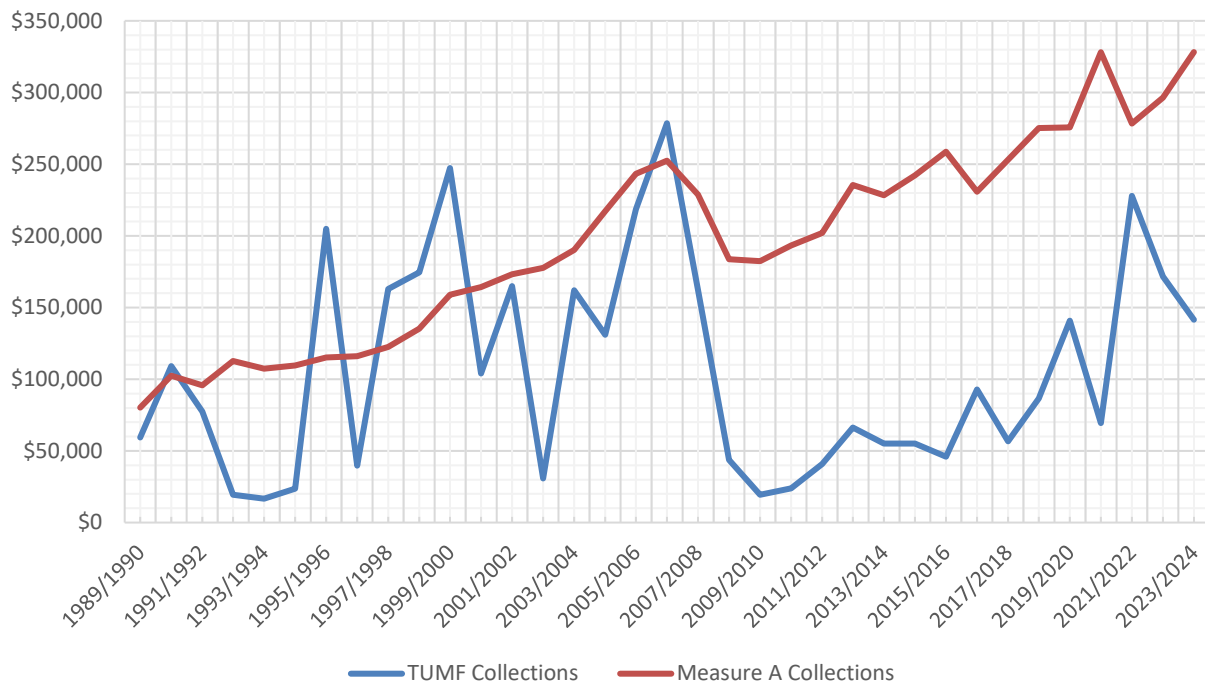


Figure 18: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Indian Wells.

## Indio

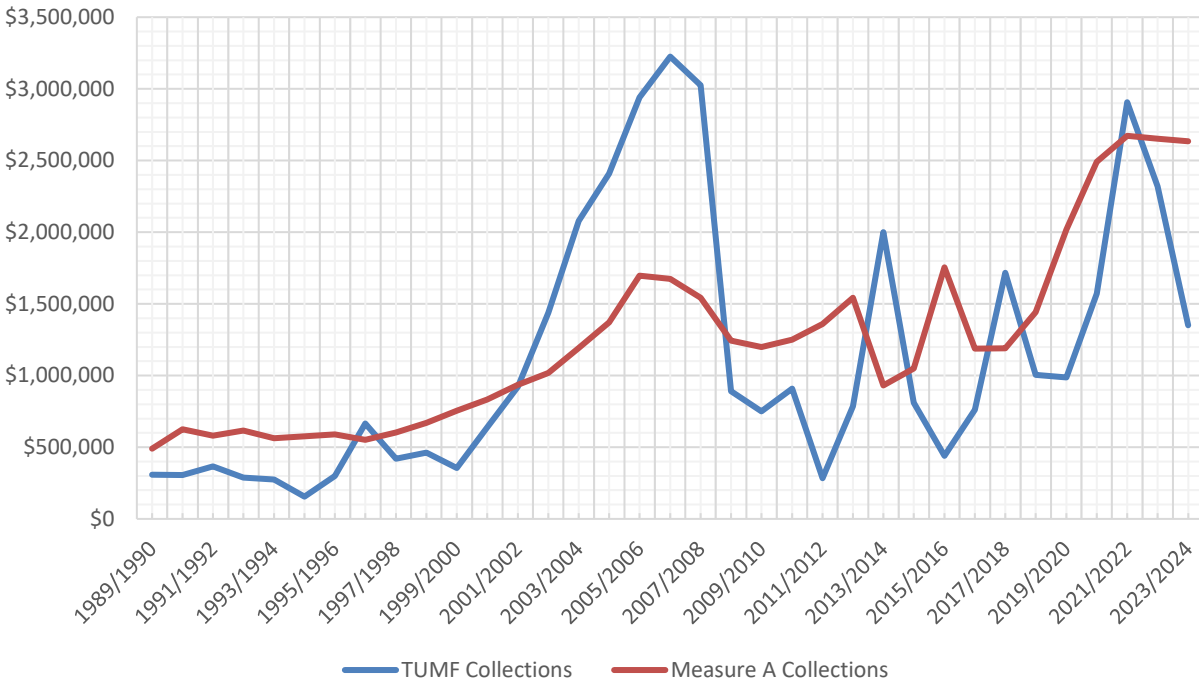


Figure 19: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Indio.

## La Quinta

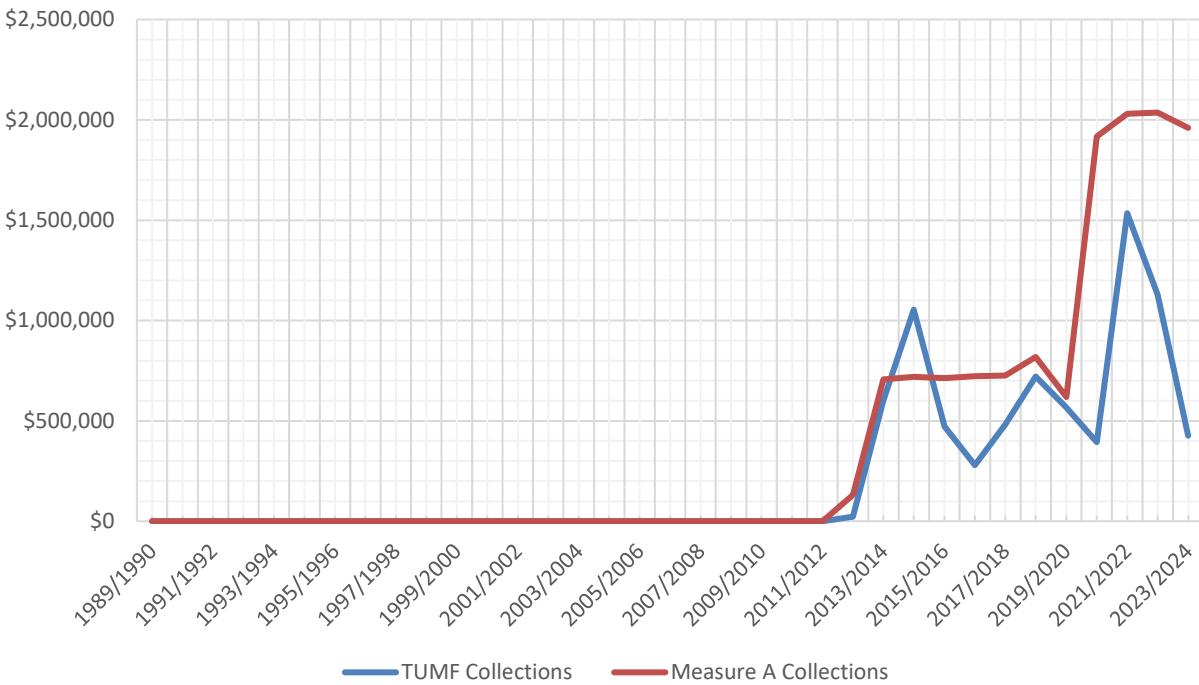


Figure 20: Cumulative TUMF collected by CVAG compared to Measure A funds collected by La Quinta.

## Palm Desert

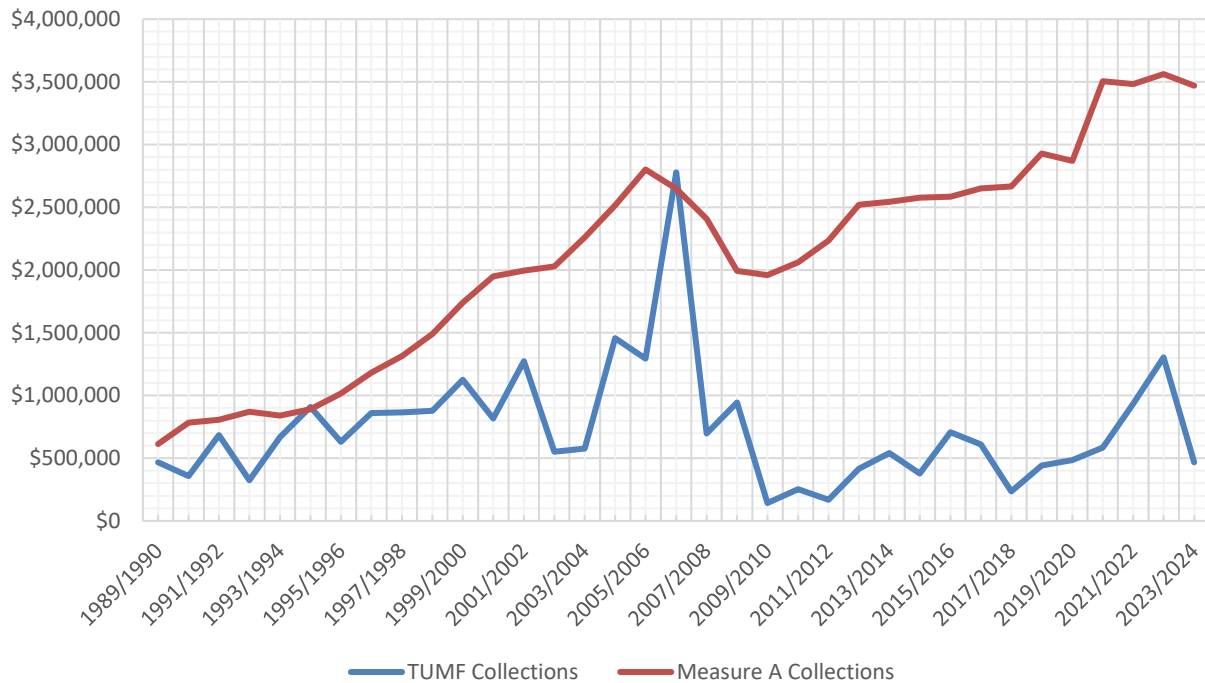


Figure 21: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Palm Desert.

## Palm Springs

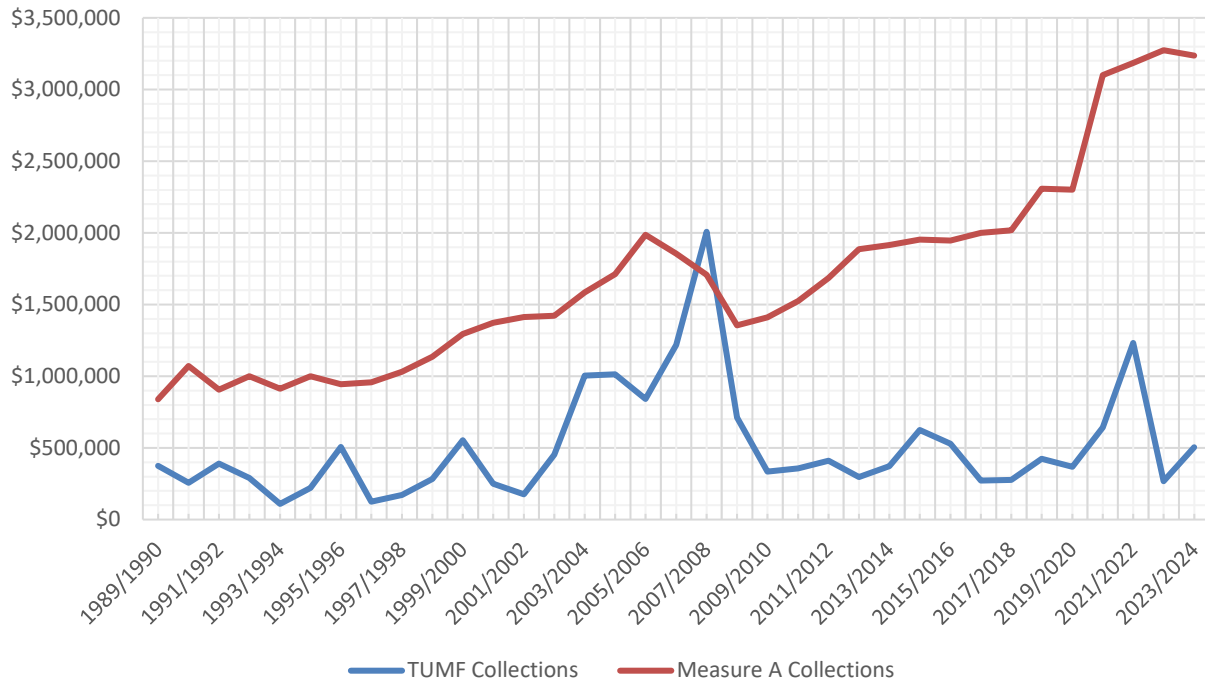


Figure 22: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Palm Springs.

## Rancho Mirage

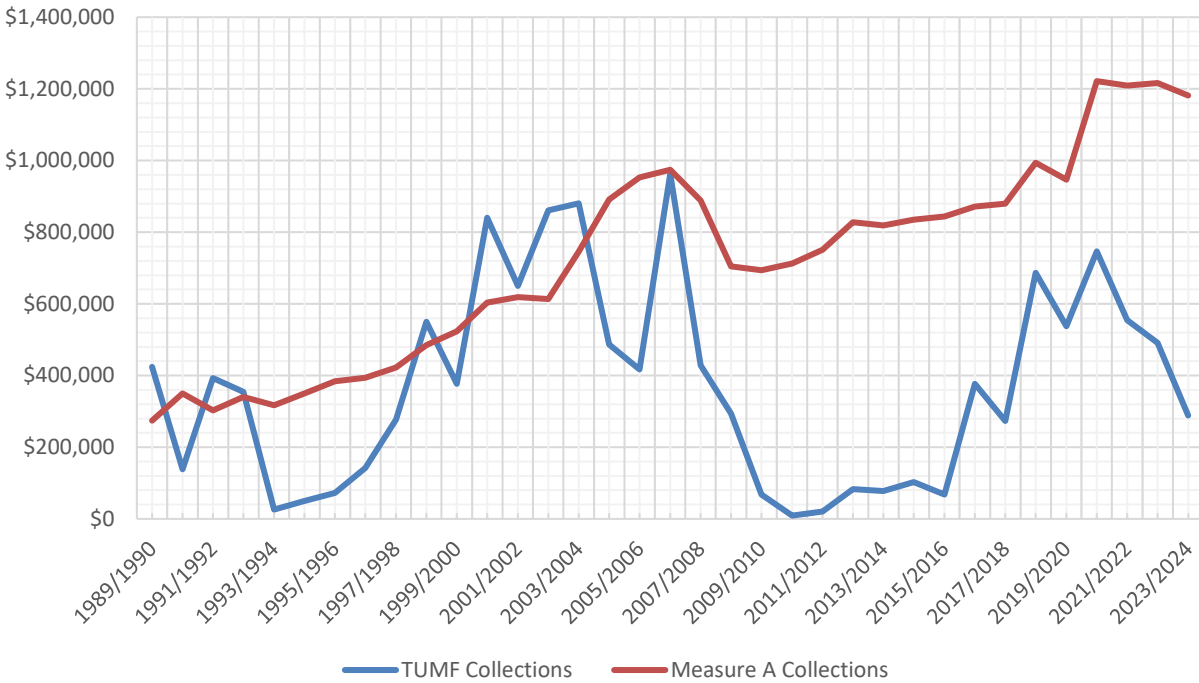


Figure 23: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Rancho Mirage.

## Riverside County

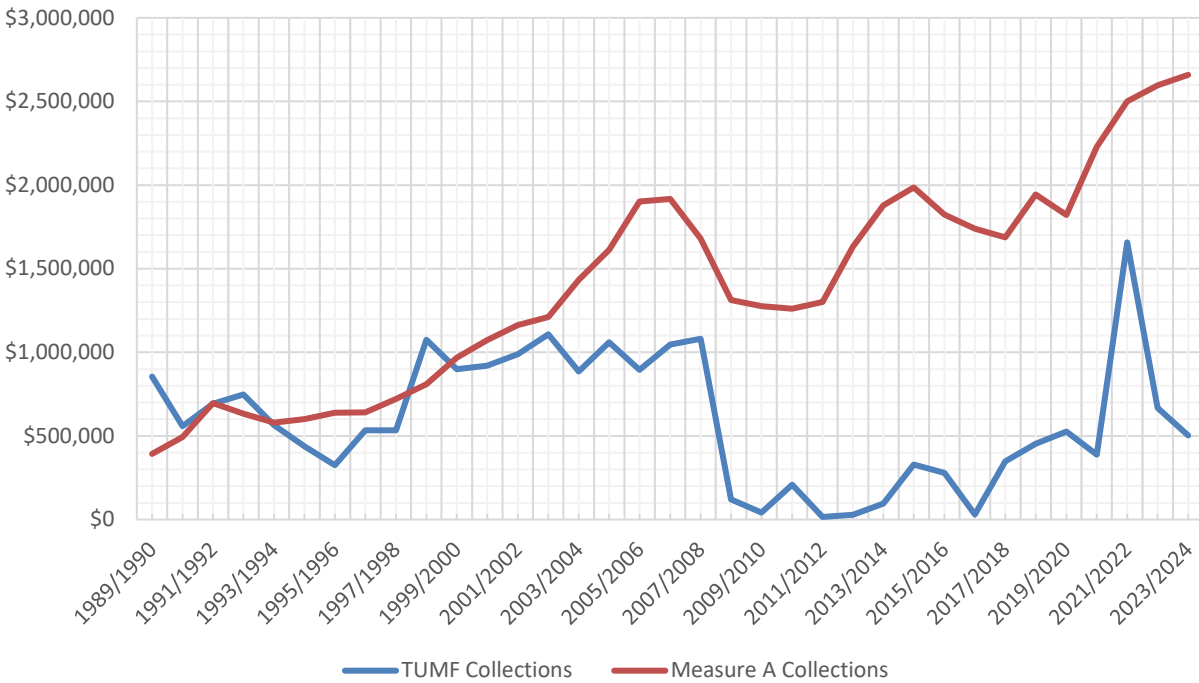


Figure 24: Cumulative TUMF collected by CVAG compared to Measure A funds collected by Riverside County.

## Congestion Management Program

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

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

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

### CVAG Monitoring Process

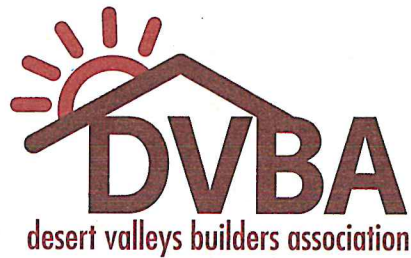
To meet requirements of the CMP, In-Lieu jurisdictions forward copies of their approved Building Activity Report (or its equivalent) to CVAG on a monthly basis. CVAG staff reviews the report and requests copies of building permits issued for all development subject to TUMF. Data is then extracted from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

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

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

Project Description	Lead Agency <sup>1</sup>	Project Cost	Approved CVAG Share	Actual Expenditures FY 17/18	Actual Expenditures FY 18/19	Actual Expenditures FY 19/20	Actual Expenditures FY 20/21	Actual Expenditures FY 21/22	Actual Expenditures FY 22/23	Actual Expenditures FY 23/24	Total Expenditures to Date	TOTAL Measure A to Date	TOTAL TUMF to Date
<b>Interchanges</b>													
Interchange Preparation Fund	Various	\$ 14,049,238.75	\$ 14,239,238.75	\$ 827,756.80	\$ 3,451,214.96	\$ 1,304,285.39	\$ 123,407.25	\$ 1,117,659.82	\$ 126,256.32	\$ -	\$ 12,077,567.48	\$ 7,850,418.86	\$ 4,227,148.62
Jackson St/I-10 IC	COR	\$ 8,300,000.00	\$ 6,225,000.00	\$ 240,692.41	\$ 1,429,739.85	\$ 608,883.09	\$ 197,655.55	\$ 207,548.27	\$ 814,080.38	\$ 1,309,523.08	\$ 5,687,130.49	\$ 3,696,634.82	\$ 1,990,495.67
Monroe St/I-10 IC	COR	\$ 14,137,200.00	\$ 12,102,900.00	\$ 234,370.70	\$ 1,280,917.83	\$ 733,006.98	\$ 193,912.35	\$ 2,057,142.74	\$ 2,356,838.77	\$ 1,535,067.57	\$ 9,155,494.72	\$ 5,951,071.57	\$ 3,204,423.15
Portola Ave./I-10 IC	COR	\$ 72,100,000.00	\$ 13,061,250.00	\$ -	\$ 1,199,789.65	\$ 1,418,084.56	\$ 1,072,227.29	\$ 193,216.51	\$ 9,524.71	\$ 84,719.79	\$ 3,977,562.51	\$ 2,585,415.63	\$ 1,392,146.88
Jefferson St./I-10 IC	COR	\$ 77,886,000.00	\$ 42,160,000.00	\$ 2,526,375.42	\$ 839,987.59	\$ -	\$ 45,660.46	\$ -	\$ -	\$ -	\$ 28,206,766.97	\$ 18,334,398.53	\$ 9,872,368.44
Avenue 50/I-10 IC	COA	\$ 2,800,000.00	\$ 2,300,768.00	\$ 654,736.92	\$ 259,613.98	\$ 25,188.10	\$ -	\$ -	\$ -	\$ 90,093.41	\$ 2,390,861.41	\$ 1,554,059.92	\$ 836,801.49
Indian Canyon Dr./I-10 IC	PS	\$ 26,476,137.00	\$ 3,142,835.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,604,198.31	\$ 1,692,728.90	\$ 911,469.41
Palm Dr./Gene Aultry Tr./I-10 IC	COR	\$ 38,603,000.00	\$ 25,931,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,997,055.54	\$ 3,898,086.10	\$ 2,098,969.44
Date Palm Dr./I-10 IC Incl. RR bridge	Various	\$ 31,721,000.00	\$ 17,181,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,678,993.37	\$ 7,591,345.69	\$ 4,087,647.68
Monterey Ave./I-10 Ramp Improvements	PD	\$ 8,100,000.00	\$ 5,150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,990,633.40	\$ 2,593,911.71	\$ 1,396,721.69
<b>Subtotal Interchanges:</b>		<b>\$ 294,172,575.75</b>	<b>\$ 141,493,991.75</b>	<b>\$ 4,483,932.25</b>	<b>\$ 8,461,263.86</b>	<b>\$ 4,089,448.12</b>	<b>\$ 1,632,862.90</b>	<b>\$ 3,575,567.34</b>	<b>\$ 3,306,700.18</b>	<b>\$ 3,019,403.85</b>	<b>\$ 85,766,264.20</b>	<b>\$ 55,748,071.73</b>	<b>\$ 30,018,192.47</b>
<b>Bridges</b>													
Cathedral Canyon Bridge	CC	\$ 22,038,000.00	\$ 2,577,092.58	\$ -	\$ 58,910.30	\$ -	\$ 566,210.51	\$ 1,483,574.17	\$ 140,936.59	\$ 131,637.33	\$ 2,585,498.20	\$ 1,680,573.83	\$ 904,924.37
Ave. 66 Grade Separation	COR	\$ 23,490,000.00	\$ 16,964,667.00	\$ 379,345.70	\$ 3,105,748.25	\$ 4,279,140.40	\$ 3,618,244.59	\$ 1,972,967.32	\$ 520,473.80	\$ 217,498.59	\$ 16,448,631.72	\$ 10,691,610.62	\$ 5,757,021.10
Ramon Bridge Widening	PS	\$ 35,998,000.00	\$ 8,146,500.00	\$ 56,906.56	\$ 263,238.65	\$ 492,089.93	\$ 309,686.89	\$ 73,832.48	\$ 243,326.70	\$ 3,400.75	\$ 2,100,093.05	\$ 1,365,060.48	\$ 735,032.57
Vista Chino Bridge (across WWR)	PS	\$ 114,700.00	\$ 8,172,375.00	\$ 38,714.95	\$ 72,223.89	\$ 125,662.61	\$ 4,761.79	\$ 15,482.11	\$ 19,147.18	\$ 54,859.61	\$ 438,763.58	\$ 285,196.33	\$ 153,567.25
Dune Palms Bridge over WWR	LQ	\$ 19,993,000.00	\$ 9,119,730.00	\$ 414,810.68	\$ 691,963.59	\$ 558,541.81	\$ 279,840.58	\$ 286,611.62	\$ 903,950.33	\$ 2,660,529.26	\$ 5,951,200.54	\$ 3,868,280.35	\$ 2,082,920.19
South Palm Canyon Bridge	PS	\$ 101,968.00	\$ 865,326.00	\$ 12,790.28	\$ 28,677.48	\$ 12,772.62	\$ 32,812.83	\$ 3,655.26	\$ 1,841.91	\$ 1,082.28	\$ 143,442.39	\$ 93,237.55	\$ 50,204.84
East Palm Canyon Bridge	PS	\$ 102,063.00	\$ 1,109,611.00	\$ 18,193.23	\$ 16,963.55	\$ 5,299.66	\$ 133,408.85	\$ 68,413.95	\$ 77,636.36	\$ 11,121.89	\$ 356,752.27	\$ 231,888.98	\$ 124,863.29
Ave. 50 Bridge (WWR & SR86)	COA	\$ 7,407,835.00	\$ 5,535,626.00	\$ 86,569.99	\$ 125,156.01	\$ 224,987.05	\$ 46,490.43	\$ 554,688.77	\$ 210,037.69	\$ 41,378.11	\$ 1,645,401.48	\$ 1,069,510.96	\$ 575,890.52
Avenue 44 Bridge (across WWR)	Indio	\$ 19,230,000.00	\$ 3,216,000.00	\$ 264,329.98	\$ 127,864.02	\$ 75,690.63	\$ 40,253.53	\$ 32,670.39	\$ 26,184.92	\$ 24,795.02	\$ 591,788.49	\$ 384,662.52	\$ 207,125.97
Ave. 56 Grade Separation	COR	\$ 22,218,043.00	\$ 14,884,000.00	\$ 962,902.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,374,464.90	\$ 8,693,402.19	\$ 4,681,062.72
Frank Sinatra Bridge (across WWR)	RM	\$ 35,290,000.00	\$ 4,548,658.00	\$ 39,199.50	\$ 20,825.41	\$ 24,265.56	\$ 37,034.59	\$ 20,409.04	\$ -	\$ -	\$ 270,716.39	\$ 175,965.65	\$ 94,750.74
Date Palm Bridge (across WWR)	CC	\$ 18,703,000.00	\$ 1,608,925.00	\$ 1,083,342.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,277,163.12	\$ 830,156.03	\$ 447,007.09
Indian Canyon Ave. (from Garnet to and Incl. RR crossing)	PS	\$ 21,500,000.00	\$ 7,500,000.00	\$ -	\$ 222,130.35	\$ 27,543.11	\$ 197,060.49	\$ 297,090.52	\$ 168,139.25	\$ 651,596.09	\$ 2,905,871.71	\$ 1,888,816.61	\$ 1,017,055.10
<b>Subtotal Bridges:</b>		<b>\$ 226,186,629.00</b>	<b>\$ 83,198,510.58</b>	<b>\$ 3,347,105.50</b>	<b>\$ 4,733,691.50</b>	<b>\$ 5,825,993.38</b>	<b>\$ 5,265,805.08</b>	<b>\$ 4,809,395.63</b>	<b>\$ 2,311,674.73</b>	<b>\$ 3,797,898.93</b>	<b>\$ 48,089,787.84</b>	<b>\$ 31,258,362.10</b>	<b>\$ 16,831,425.74</b>
<b>Arterial Links</b>													
North Indian Canyon (20th to Dillon)	COR	\$ 4,788,000.00	\$ 3,591,000.00	\$ -	\$ 1,036,124.06	\$ 369,637.89	\$ 194,697.22	\$ 2,524,828.32	\$ -	\$ -	\$ 4,761,777.05	\$ 3,095,155.08	\$ 1,666,621.97
Avenue 48 - Van Buren to Dillon	COR	\$ 4,700,000.00	\$ 3,525,000.00	\$ 245,314.68	\$ 319,933.84	\$ 30,545.79	\$ 135,207.55	\$ 84,515.52	\$ 191,183.18	\$ 1,064,301.09	\$ 2,071,001.65	\$ 1,346,151.07	\$ 724,850.58
Madison St. (from Ave. 52 to Indio Blvd.)	Indio	\$ 46,250,000.00	\$ 24,204,794.00	\$ 4,072,772.29	\$ 6,448,163.54	\$ 1,798,595.70	\$ 242,336.24	\$ 75,455.97	\$ 475,149.12	\$ 403,799.37	\$ 22,181,602.22	\$ 14,418,041.44	\$ 7,763,560.78
Traffic Signals Project	COA	\$ 1,950,000.00	\$ 1,725,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jefferson St./Vamer Road north of I-10	Indio	\$ 6,000,000.00	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,611,753.83	\$ 1,047,639.99	\$ 564,113.84
Hwy. 111 in Indio	Indio	\$ 11,400,000.00	\$ 7,074,009.15	\$ 1,265,770.12	\$ 4,626,430.62	\$ 140,653.66	\$ -	\$ -	\$ -	\$ -	\$ 7,052,441.11	\$ 4,584,086.72	\$ 2,468,354.39
Ave. 48 between Jackson and Van Buren	COA	\$ 3,622,000.00	\$ 991,500.00	\$ 26,418.04	\$ 41,773.56	\$ 840,242.17	\$ -	\$ -	\$ -	\$ -	\$ 991,500.00	\$ 644,475.00	\$ 347,025.00
Date Palm Drive North of I-10	CC	\$ 3,116,000.00	\$ 2,337,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 464,133.55	\$ 301,686.81	\$ 162,446.74
Jackson Street Signal Improvements	Indio	\$ 3,000,000.00	\$ 2,655,900.00	\$ 2,278,420.28	\$ 8,439.40	\$ 167,959.27	\$ -	\$ -	\$ -	\$ -	\$ 2,652,900.00	\$ 1,724,385.00	\$ 928,515.00
Avenue 50 (Calhoun to Harrison)	COA	\$ 4,500,000.00	\$ 3,375,000.00	\$ -	\$ 197,149.72	\$ 88,705.98	\$ 209,539.78	\$ 57,850.01	\$ 665,318.06	\$ 172,300.63	\$ 1,390,864.18	\$ 904,061.72	\$ 486,802.45
Avenue 50 (SR86 to I-10)	COA	\$ 1,820,000.00	\$ 1,365,000.00	\$ 692,970.11	\$ 37,776.05	\$ 15,206.26	\$ 273,472.69	\$ -	\$ 345,574.89	\$ -	\$ 1,365,000.00	\$ 887,250.00	\$ 477,750.00
2017 ATP Regional Bicycle/Pedestrian Safety Program	Various	\$ 14,627,890.00	\$ 10,235,384.00	\$ 722,787.67	\$ 1,641,151.14	\$ 3,008,033.24	\$ 1,369,680.71	\$ 1,762,498.55	\$ 1,020,967.44	\$ -	\$ 9,525,138.75	\$ 6,191,340.19	\$ 3,333,798.56
Fred Waring/Washington Street Intersection	LQ	\$ 1,860,745.00	\$ 1,395,555.00	\$ -	\$ -	\$ 252,092.04	\$ 929,945.27	\$ 116,140.66	\$ -	\$ -	\$ 1,298,177.97	\$ 843,815.68	\$ 454,362.29
Avenue 50 and Jackson Street Intersection Improvement	Indio	\$ 1,594,600.00	\$ 1,195,950.00	\$ -	\$ 8,797.73	\$ 190,868.03	\$ 85,515.55	\$ 81,595.83	\$ 194,012.64	\$ 27,562.50	\$ 588,352.28	\$ 382,428.98	\$ 205,923.30
2019 ATP Safety Program	Various	\$ 6,472,978.00	\$ 4,854,733.50	\$ -	\$ -	\$ 1,520,510.45	\$ 731,836.76	\$ 523,696.71	\$ 46,122.75	\$ -	\$ 2,822,166.67	\$ 1,834,408.34	\$ 987,758.33
Indian Canyon Two-way Conversion	PS	\$ 2,000,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ 1,500,000.00	\$ 975,000.00	\$ 525,000.00
Grapefruit Blvd. between Leoco Lane and 9th Street	COA	\$ 5,024,462.00	\$ 1,453,820.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,453,820.76	\$ -	\$ 1,453,820.76	\$ 944,983.49	\$ 508,837.27
Avenue 50 Widening (Jefferson St to Jackson St)	Indio	\$ 900,000.00	\$ 675,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,682.50	\$ 222,735.45	\$ 241,417.95	\$ 156,921.67	\$ 84,496.28
Jefferson St between Ave 38 and Sun City Blvd	Indio	\$ 300,000.00	\$ 225,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,648.50	\$ 90,277.87	\$ 91,926.37	\$ 59,752.14	\$ 32,174.23
<b>Subtotal Arterial Links:</b>		<b>\$ 123,926,675.00</b>	<b>\$ 76,879,646.48</b>	<b>\$ 9,284,453.19</b>	<b>\$ 14,365,739.66</b>	<b>\$ 8,423,050.48</b>	<b>\$ 4,172,231.77</b>	<b>\$ 6,726,581.57</b>	<b>\$ 4,412,499.84</b>	<b>\$ 1,980,976.91</b>	<b>\$ 62,063,974.34</b>	<b>\$ 40,341,583.32</b>	<b>\$ 21,722,391.02</b>
<b>Total:</b>		<b>\$ 644,285,879.75</b>	<b>\$ 307,572,148.81</b>	<b>\$ 17,125,490.94</b>	<b>\$ 27,560,695.02</b>	<b>\$ 18,338,491.98</b>	<b>\$ 11,070,899.75</b>	<b>\$ 15,111,544.54</b>	<b>\$ 10,030,874.75</b>	<b>\$ 8,798,279.69</b>	<b>\$ 195,920,026.38</b>	<b>\$ 127,348,017.15</b>	<b>\$ 68,572,009.23</b>

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



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Michelle Witherspoon  
MSA Consulting

April 28, 2025

**Coachella Valley Association of Governments**

Tom Kirk, Executive Director  
c/o Peter Satin, Conservation Program Manager  
74-199 El Paseo, Suite 100  
Palm Desert, CA 92260

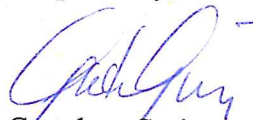
Re: Annual Report TUMF 2023/2024

Dear Mr. Kirk:

Thank you for providing the Desert Valleys Builders Association the opportunity to review the Coachella Valley Association of Government's "Transportation Uniform Mitigation Fee Annual and Five-Year Report, fiscal Year 2023/2024." During our examination, we noticed some inconsistencies. However, these were quickly remedied by CVAG staff.

The Desert Valleys Builders Association supports the adoption and filing of the Transportation Uniform Mitigation Fee Annual and Five-Year Report for fiscal year 2023/2024.

Respectfully,

  
Gretchen Gutierrez  
Chief Executive Officer

550 Oleander Road • Palm Springs, CA • 92262

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

www.TheDVBA.org

**ITEM 7E**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



**STAFF REPORT**

**Subject:** CV Link at Union Pacific Railroad Right-of-way

**Contact:** Martin Magaña, CVAG Consultant ([mmagana@cvag.org](mailto:mmagana@cvag.org))

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**Recommendation: Authorize the Executive Director to spend an additional \$100,000 for flagging services and associated work related to CV Link under Union Pacific Railroad in Indio**

**Transportation Committee: Concurred (Meeting of June 2)**

**Background:** CVAG is now in the final stages of constructing CV Link and one of the last, outstanding segments is the undercrossing at the Union Pacific Railroad in the City of Indio.

On September 24, 2018, the Executive Committee authorized the Executive Director to be delegated as the official representative to take any and all actions required, pursuant to federal and state law, to complete the right-of-way acquisition process and license agreement process for construction for CV Link; and have authority to spend up to \$50,000 for expenditures related to right-of-way and construction activities for CV Link.

On April 26, 2024, after much negotiation, the CVAG Executive Committee approved the Public Pedestrian Underpass Agreement with Union Pacific Railroad. This agreement requires a one-time licensing fee of \$114,000 and an engineering and construction fee of \$50,000. In addition, the agreement required a standard prevailing wage rate of \$1,400 daily by UPRR's vendor, National Railroad Safety Services (NRSS), whenever the contractor is working within 25 feet of the UPRR tracks.

At the time the Public Pedestrian Underpass Agreement was originally taken to the Executive Committee, it was not known how much flagging services would be needed and staff anticipated that the Executive Director's funding authority would cover these costs. However, construction of the undercrossing has been challenging due to a recently detected high-pressure gas line where certain infrastructure would be constructed over the gas line within UPRR right-of-way and it has caused work delays. This was not expected, and the contractor has worked extensively with the gas company to determine the depth of the gas line. This has caused an increase in costs due to additional flagging services for the work within the UPRR right-of-way. The contractor needs to pass under the railroad, in and out of UPRR's right-of-way, multiple times for efficiency to get other work completed including, rough grading and fine grading the pathway, installing forms for concrete pours, pouring concrete, installing a warning system for flooding events, drilling in the concrete slope protection to install steel for the canopy protection structures and pouring additional concrete and associated crane operations.

While a majority of the pathway has now been completed, some outstanding items include the installation of the canopy protection structures, solar pathway lights and striping. This requires drilling in the concrete slope protection to install steel and pour concrete foundations for the canopy protection structures. These canopy protection structures will protect CV Link users under the railroad in the event any freight falls off the railroad carts. In addition, the solar pathway lights and striping are CV Link branding amenities needed for safety of CV Link users. The contractor is now working diligently to complete the remaining work.

On February 24, 2025, the Executive Committee authorized the Executive Director to spend funds beyond his authority for a not-to-exceed amount of \$250,000, for flagging services. This amount backfilled the outstanding \$50,000 and left \$200,000 for flagging services. However, it has been determined that NRSS's weekly costs average just under \$10,000/week. Staff is now recommending the Executive Director's authority for these services be increased by an additional \$100,000.

It should be noted that construction has not stopped and UPRR is aware that CVAG is working to resolve this additional expenditure issue related to flagging services. The contractor is keeping crews on one side or the other when work is not actually occurring in the UPRR right-of-way to help minimize the need for flagging services each day.

**Fiscal Analysis:** The recommended action will increase the Executive Director's authority to \$350,000 for flagging services at the UPRR undercrossing.

The Executive Committee in February authorized the Executive Director to spend funds beyond his authority for a not-to-exceed amount of \$250,000. This amount backfilled the outstanding \$50,000 and left \$200,000 for flagging services. The authorized amount has been nearly fully drawn down. The recommended action will add an additional \$100,000 to cover NRSS' work, as the weekly costs average just under \$10,000/week.

CVAG staff would note that when the first recommendation came forward, it was assumed flagging services would be needed through the end of March 2025. The project is now projected to continue through June.

**ITEM 7F**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



**STAFF REPORT**

**Subject:** Additional Work for the Coachella CV Link Community Connector

**Contact:** Julie Mignogna, Transportation Program Manager ([jmignogna@cvag.org](mailto:jmignogna@cvag.org))

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**Recommendation:** Authorize the Chair and Executive Director to execute 1. Amendment No. 1 with Granite Construction Company for the Coachella CV Link Community Connector project, adding an additional \$40,000 and 2. a cooperative agreement with the City of Coachella for a not-to-exceed amount of \$60,000 to complete CV Link Connector striping improvements

**Background:** In April 2022, the CVAG Executive Committee adopted Resolution 2022-03 and accepted a Clean California grant administered by Caltrans. The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, Tribal lands, parks, pathways, transit centers and other public spaces. The program is part of the nearly \$1.1 billion Clean California initiative the State launched to take direct aim at litter abatement, state beautification, safety projects, and education campaigns.

CVAG, in partnership with the cities of Cathedral City and Coachella, was successful in securing \$1,153,341 in funding for the Coachella Valley Community Connectors project. The project, which has two locations in Cathedral City and Coachella, includes elements typical of a CV Link access point such as landscaping, benches, bike racks, map kiosks, wayfinding signs, trash receptacles, shade structures, and planting of shade trees. CVAG has provided the design for both locations.

The construction work in Cathedral City was led by the City in conjunction with the City's Esperanza Park contractor through a reimbursement agreement totaling \$534,405, which the Executive Committee authorized in December 2023. Construction has completed and the City held a ribbon cutting ceremony on May 19, 2025. This connects the park and nearby Dream Homes community to CV Link's first segment, which spans between Vista Chino Road and Ramon Road.

In the City of Coachella, CVAG is leading the construction of the improvements at the northwest corner of Avenue 52 and Sunset Drive. The site location was adjusted from the original site proposed in the grant application due to conflicts with overhead power lines. Caltrans approved the new location. In June 2024, the Executive Committee authorized the pre-purchase of long lead items that included a shade structure, two trash receptacles, two benches, and two bike racks. These items have been fabricated and delivered to the City of Coachella maintenance and operation yard for the contractor to install. Two map kiosks for the Cathedral City and Coachella locations were also pre-purchased by CVAG within the Executive Director's expenditure authority. The total cost of pre-purchased materials for both locations is \$134,539.

On April 28, 2025, following a public procurement process, the Executive Committee authorized a construction contract with Granite Construction for \$544,444, including a 10 percent contingency. In recent weeks, there have been unforeseen utility conflicts, including an abandoned unmarked waterline. Staff is now recommending Amendment No.1 to add an additional \$40,000 in order to complete the improvements. Due to the timing of this discovery and the need to wrap the project this summer, the amendment was not previously reviewed by the Transportation Committee.

Additionally, staff is recommending a reimbursement agreement with the City of Coachella to provide additional striping to improve navigation for cyclists and pedestrians using CV Link and the connector. The City of Coachella will be restriping Avenue 52 in a city-led paving project close to the Coachella CV Link Community Connector project. Due to the proximity of the access point to the CV Link, CVAG staff have coordinated with the City on striping changes along both sides of Avenue 52 that will connect the Coachella CV Link Community Connector project from Sunset Drive approximately 5,700 feet east to the CV Link. Under the proposed cooperative agreement, the City will implement the striping changes, estimated at approximately \$60,000, through its construction contract and be reimbursed for the work by CVAG.

Staff is recommending the Executive Director be authorized to execute both the construction contract amendment and the cooperative agreement. With this authorization, the Executive Director and/or Legal Counsel would also be authorized to make clarifying changes prior to execution.

**Fiscal Analysis:** Granite's existing construction contract in the amount of \$544,444 includes 10 percent for contingency. Amendment No. 1 provides for an additional \$40,000 and will bring the total contract amount to \$584,444.

The total cost of the CV Link Community Connector project in Cathedral City and Coachella with these changes is \$1,343,288, which includes the recommended action. This would consume all of the \$1,153,341 in Clean California Local Grant Program funding. The remaining \$189,947 will be funded through regional transportation funds.

The striping improvements recommended for the reimbursement agreement between CVAG and the City of Coachella is anticipated to cost an additional \$60,000 in regional transportation funds.




**Attachments:**

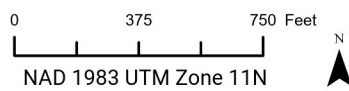
1. Project location map
2. Amendment No. 1 with Granite Construction
3. Draft Cooperative Agreement with Coachella



# Coachella CV Link Community Connector Project and Striping



-  Striping
-  Project Location
-  CV Link



**AMENDMENT NUMBER ONE**  
to the  
**GRANITE CONSTRUCTION COMPANY**  
**CONTRACT**  
for  
**COACHELLA CV LINK COMMUNITY CONNECTOR PROJECT**  
**PROJECT NO. 30642**

This **AMENDMENT NUMBER ONE** is made and entered into this **30<sup>th</sup> day of June, 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Granite Construction Company (Contractor)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated **April 28, 2025, Coachella CV Link Community Connector Project No. 30642**

1. This Amendment Number One authorizes CVAG funds in the amount not to exceed **\$40,000**.
2. The total amount payable under this agreement shall not exceed **\$584,444.00**.

Original Agreement	April 28, 2025	\$ 544,444.00
Amendment Number One	June 30, 2025	<u>\$40,000.00</u>
<b>Total Agreement Not-to-Exceed</b>		<b>\$584,444.00</b>

**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**

**GRANITE CONSTRUCTION COMPANY**

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

By: \_\_\_\_\_  
Joseph P. Richardson, Regional Chief Estimator

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

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

**RECITALS**

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

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

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

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

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

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

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

3.3 Prior to any final payment to City by CVAG, a final report shall be submitted to CVAG by City containing a record of all payments made for the CV Link Community Connector Project and the source of funds of all such payments, together with a record

of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG within thirty (30) days of in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility for the CV Link Community Connector Project.

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

3.5 City shall maintain an accounting of all funds received from CVAG pursuant to this agreement in accordance with generally accepted accounting principles. City agrees to keep all contracts and records for a period of not less than three years from the date a notice of completion is recorded by the City for the CV Link Community Connector Project. The City may keep the records in either electronic or hard copy format. City shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the CV Link Community Connector Project. CVAG shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

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

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

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

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

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

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

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

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

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

5. No waiver of any Event of Default or breach by one Party hereunder shall be implied from any omission by any other Party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated.

Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one Party to or of any act by any other Party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

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

7. This agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venture with City as to the CV Link Community Connector Project. The City shall assume the defense of, indemnify and hold harmless, CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the City related to the CV Link Community Connector Project or taken in the performance of this agreement or any agreement entered into by City with reference to the CV Link Community Connector Project. CVAG shall assume the defense of, indemnify and hold harmless the City, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from (a) the actions or inactions of CVAG related to the CV Link Community Connector Project or taken in the performance of this agreement; or (b) litigation concerning compliance with environmental laws specific to CV Link and not associated with the CV Link Community Connector Project prior to any subsequent incorporation into the CV Link Community Connector Project.

8. City agrees to include in its contract specifications and bid documents a requirement that all prime contractors shall name CVAG and its member agencies as "also insured" on all liability insurance coverage required by City on each contract. City will provide a copy of the Insurance Certificate to CVAG, depicting CVAG and its member agencies as "also insureds," within 30 days of signing a contract with the prime contractor.

9. Any dispute concerning a question of fact arising under this agreement that is not disposed of by voluntary negotiations between the Parties shall be decided by decided jointly by the City Manager and Executive Director. However, no action in accordance with this Section shall in any way limit any Party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse the City from full and timely performance in accordance with the terms of this agreement.

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

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

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

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

14. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding.

15. No officer or employee of either Party shall have any personal interest, direct or indirect, in this agreement; nor shall any such officer or employee participate in any decision relating to this agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.

16. City warrants that the funds received by City pursuant to this agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this agreement.

17. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **CVAG**: Tom Kirk, Executive Director  
Coachella Valley Association of Governments  
74-199 El Paseo, Suite 100

Palm Desert, CA 92260  
Telephone: (760) 346-1127

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

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the:(i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

18. This agreement sets out the entire agreement between the Parties, and is intended by the Parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this agreement, is null and void.

19. If any term, provision, condition, or covenant of this agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

20. In the event any Party hereto brings an action or proceeding for a declaration of the rights of the Parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

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

22. This agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising

from this agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, and State of California.

23. Each Party warrants that the execution, delivery and performance of this agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

24. This agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each Party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

DRAFT

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

**ATTEST:**

**CITY OF COACHELLA**

By: \_\_\_\_\_

Bill Pattison, City Manager

By: \_\_\_\_\_

Steven Hernandez, Mayor

**ATTEST:**

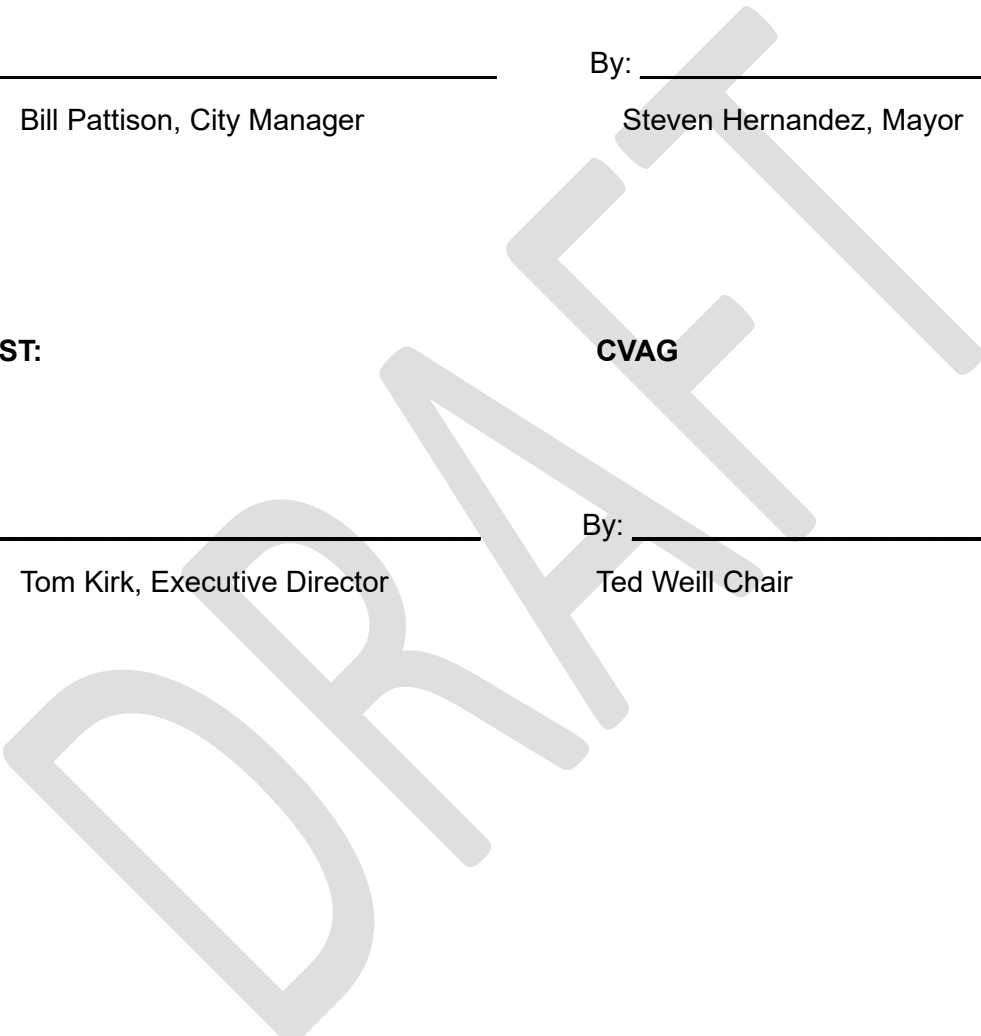
**CVAG**

By: \_\_\_\_\_

Tom Kirk, Executive Director

By: \_\_\_\_\_

Ted Weill Chair



**ITEM 8A**

Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025



**STAFF REPORT**

**Subject:** CVAG Fiscal Year 2025-26 Budget

**Contact:** Claude T. Kilgore, Director of Finance/Administration ([ckilgore@cvag.org](mailto:ckilgore@cvag.org))

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**Recommendation:** Approve Resolution No. 2025-001 adopting CVAG's 2025-26 Fiscal Year Annual Budget, Salary Schedule, and Allocated Positions

**Finance Committee:** Approved moving the proposed Fiscal Year 2025-26 Budget forward to the Executive Committee for review and consideration. (Meeting of May 27)

**Background:** The CVAG Finance Committee met on May 27 to review CVAG's preliminary budget for the Fiscal Year 2025-26. Following this, staff incorporated relevant updates and presented an in-depth review of the budget to the Executive Committee on June 2, 2025. Staff did not receive any additional comments or updates since the meeting.

The budget is now being presented to the Executive Committee for recommendation of adoption. Upon the Executive Committee's recommendation, the budget will be presented for adoption at the General Assembly meeting on June 30, 2025.

The CVAG Fiscal Year 2025-26 Budget can be found online: <https://cvag.org/wp-content/uploads/2025/06/CVAG-Budget-2025-26-Draft.pdf>

**Fiscal Analysis:** The fiscal analysis is included within the budget itself.

**Attachment:** CVAG Resolution No. 2025-001

RESOLUTION NO. 2025-001

A RESOLUTION OF THE  
GENERAL ASSEMBLY OF THE  
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS  
ADOPTING THE FISCAL YEAR 2025-2026  
ANNUAL BUDGET, SALARY SCHEDULE, AND  
ALLOCATED POSITIONS

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

WHEREAS, the Coachella Valley Association of Governments was established under Joint Powers Agreement established on or about November 1973 under and pursuant to Government Code Section 6500 et seq. and other pertinent provisions of law; and

WHEREAS, under Section 4.1 of the Joint Powers Agreement as amended, the General Assembly shall adopt an annual budget for the ensuing fiscal year; and

WHEREAS, this budget pertains to Fiscal Year July 1, 2025, through June 30, 2026; and

WHEREAS, the Administrative/Personnel Committee and the Executive Committee have recommended a 2.9 percent cost of living increase effective July 1, 2025 on the existing base membership dues for the current fiscal year; and

WHEREAS, the Administrative/Personnel Committee and the Executive Committee have recommended a 2.9 percent cost of living increase to the Fiscal Year 2024-2025 salary schedule effective July 1, 2025; and

WHEREAS, the Fiscal Year 2025-26 Budget was presented to the General Assembly at a duly noticed public meeting for its consideration and adoption.

NOW THEREFORE BE IT RESOLVED as follows:

1. The General Assembly adopts the Fiscal Year 2025-2026 Annual Budget.
2. The General Assembly adopts the CVAG Salary Schedule and allocation of positions as presented in the Fiscal Year 2025-2026 Annual Budget, inclusive of a 2.9% cost of living adjustment.
3. The General Assembly acknowledges that the Administrative/Personnel Committee is empowered to and may modify the personnel classification system and the salary schedule, and is hereby granted authority to make changes to employment agreements including that with program managers, directors and the Executive Director, so long as these changes remain within the limits of the personnel expenses as set forth on the "Overall Agency Summary" in the "Fiscal Overview" on page 21 under budget line "Personnel" and as further described in the "Budget Overview"

on page 13 of the Fiscal Year 2025-2026 Annual Budget.

PASSED AND ADOPTED, by the General Assembly of the Coachella Valley Association of Governments, County of Riverside, State of California on June 30, 2025.

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

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

**ITEM 8B**

Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025



**STAFF REPORT**

**Subject:** CVAG Officer Rotation for Fiscal Year 2025-26

**Contact:** Tom Kirk, Executive Director ([tkirk@cvag.org](mailto:tkirk@cvag.org))

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**Recommendation:** Nominate Riverside County’s Fourth District Supervisor to serve as Fiscal Year 2025-26 Chair and the representative from the City of Blythe to serve as Fiscal Year 2025-26 Vice Chair

**Administrative/ Personnel Committee:** Concurred (Meeting of April 28)

**Background:** The CVAG Executive Committee annually provides a nomination for the CVAG officers to the General Assembly, which meets each June. In 2019, the CVAG Executive Committee discussed the need for a more formal process of choosing the incoming officers. This led to an update to the CVAG By-Laws, which established a rotation that would elect a member jurisdiction’s representative rather than a specific individual.

CVAG’s officers are now based on jurisdiction and not individual elected officials. The rotation was last updated at the 2021 General Assembly meeting to reflect additional tribal members. The approved rotation is as follows: *Agua Caliente Band of Cahuilla Indians, Indio, Cabazon Band of Mission Indians, Torres Martinez Desert Cahuilla Indians, Twenty-Nine Palms Band of Mission Indians, Palm Springs, Coachella, Desert Hot Springs, Rancho Mirage, Riverside County’s Fourth Supervisorial District, Blythe, La Quinta, Palm Desert, Cathedral City, Indian Wells, Riverside County’s Fifth Supervisorial District.*

The By-Laws also state that *“Based on a recommendation of the Administrative/Personnel Committee, the Executive Committee may in making its nominations deviate from the strict rotation set forth above if determined to be in CVAG’s best interests.”*

CVAG’s current officers are the representative from the City of Rancho Mirage serving as CVAG Chair and the Riverside County Fourth District Supervisor serving as Vice Chair.

The By-laws include a stipulation that requires 75 percent attendance or more of the Executive Committee meetings “in the previous year.” The term “previous year” is not defined within the Bylaws. When this item was reviewed by the Administrative/ Personnel Committee in April, it was noted that the County Supervisor had missed one of seven Executive Committee meetings in Fiscal Year 2023-24 and one of three Executive Committee meetings that had been held so far, but staff would note that has now achieved the attendance benchmark for Fiscal Year 2024-25. The City of Blythe has had perfect attendance in the past year.

CVAG staff presented the recommendation to the Administrative/Personnel Committee when it met on April 28, and they confirmed the nomination. The Executive Committee’s recommendation will be presented to the General Assembly when it meets later on June 30.

**Fiscal Analysis:** There is no additional fiscal impact as CVAG officers receive the same per diem as other members.

## **ITEM 8C**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



### **STAFF REPORT**

**Subject:** Finance Committee Membership

**Contact:** Tom Kirk, Executive Director ([tkirk@cvag.org](mailto:tkirk@cvag.org))

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**Recommendation:** Appoint a member of the Executive Committee and Palm Springs City Manager Scott Stiles to the Finance Committee effective July 1, 2025, with both terms extending through June 30, 2028

**Background:** The CVAG Executive Committee established an Audit Committee on April 30, 2018 that is made up of three city managers (or their designees) and three Executive Committee members. The Audit Committee historically met prior to the start of audit fieldwork to suggest any particular review areas for the engagement as well as to review, receive, and file the independent auditor's report over the combined annual financial report. After CVAG transitioned its Technical Advisory Committee into an informal working group, the Audit Committee began to take on more financial oversight. In order to reflect these additional responsibilities, the CVAG Executive Committee in September 2019 renamed it the Finance Committee and formally expanded the committee's responsibilities to include a review of the upcoming fiscal year budgets.

Since 2020, the Finance Committee membership has rotated as individuals each serve three-year terms. The most recent Committee makeup was as follows:

- FY 2024-25 – Agua Caliente Band of Cahuilla Indians Chair Reid Milanovich and La Quinta City manager Jon McMillen
- FY 2025-26: Rancho Mirage Mayor Ted Weill and Blythe Interim City Manager Mallory Crecelius
- FY 2026-27: Coachella Mayor Steven Hernandez and Desert Hot Springs City Manager Doria Wilms (who was appointed to a vacancy in April 2025)

The terms for Chair Milanovich and Mr. McMillen end this month. In recent weeks, the Executive Director reached out to member jurisdictions to gauge interest and seek volunteers among the staff. Palm Springs City Manager Scott Stiles has expressed interest in serving, and CVAG staff is recommending that the Executive Committee appoint him to the Finance Committee for a term that extends through June 30, 2028.

Staff is also recommending that the Executive Committee nominate one of its members to serve a three-year term on the Finance Committee. In order to ensure regular representation from across all members, staff would suggest the Executive Committee consider a nomination from a member jurisdiction that hasn't served before or hasn't served in some time, which would include the Cabazon Band of Cahuilla Indians, Riverside County or the Cities of Indian Wells, Indio and Palm Desert.

**Fiscal Analysis:** There is no fiscal impact.

**ITEM 8D**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



**STAFF REPORT**

**Subject:** Next Steps for the Arts and Music Line Project

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

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**Recommendation:** Authorize the Executive Director to execute Amendment No. 5 to the agreement with Albert A. Webb Associates to extend the term to June 30, 2027, for an additional not-to-exceed amount of \$991,841; and negotiate and execute amendments to existing reimbursement agreements with the Cities of Coachella, Indio and La Quinta to adjust the local share of pre-construction services

**Transportation Committee:** Concurred (Meeting of June 2)

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

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

On September 30, 2019, the Executive Committee authorized a contract for the design of the AML project with Albert A. Webb Associates. The contract has been amended four times to extend the term of the contract, incorporate the required National Environmental Policy Act (NEPA) review process, address design changes as proposed in the ATP grant application and address the City of Indio's request for a privacy wall and leverage AML to implement the City's master storm water design in the project area within Indio.

As previously reported, the project experienced delays in 2024 due to addressing Coachella Valley Water District's (CVWD) concerns over the portion of the project within the La Quinta Evacuation Channel. This portion of the project is an essential component as it connects the Arts and Music Line to the CV Link at Promontory Point near the intersection of Jefferson Street and Highway 111.

Another important connection for the project is planned at the east end of the Arts and Music Line, consisting of a path along Dillon Road connecting Avenue 48 with the CV Link in the Whitewater Channel. In January 2025, the Twenty-Nine Palms Band of Mission Indians requested CVAG move the path planned along the south side of Dillon Road to the north side to accommodate development plans the Tribe is pursuing. CVAG has conducted an initial review of alternatives and now needs to conduct field data collection, further study, including updating the project environmental documents, assessing the right-of-way needs of alternatives, and detailed design.

Due to CVWD delays and the Tribe’s recent request, CVAG staff sought additional time from the State for plan development and right-of-way acquisition. In March 2025, the California Transportation Commission (CTC) approved a time extension of 12 additional months, which places the construction start in the first quarter of 2027. Due to the ATP grant funding for the construction phase of the project, CVAG staff will need to coordinate with CTC staff on changes in the project scope.

The proposed Amendment No. 5 would extend the term through June 2027 and add additional budget for planning, survey, environmental studies, and design needed to respond to the Dillon Road path relocation request by Twenty-Nine Palms. In addition, additional design budget is needed to complete a sidewalk connection along Avenue 49, which came to light during the final design of the project. Lastly, the proposed Amendment No. 5 includes a task for lighting design in Indio, which was requested by the City.

With this item, staff is recommending authorization for the Executive Director to execute Amendment No. 5 to the existing contract with Albert A. Webb Associates contract. In addition, staff is also recommending an amendment to each of the cities’ reimbursement agreements. With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes as the reimbursement agreements are negotiated. Additionally, the amendment also includes a condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02, and a clause being incorporated into all reimbursement agreements.

**Fiscal Analysis:** Amendment No. 5 is for an additional not-to-exceed amount of \$991,841, bringing the total contract to \$7,095,253. This work will allow CVAG to conduct a study and design for alternates to respond to the request from Twenty-Nine Palms Band of Mission Indians to relocate the proposed path planned along Dillon Road, among other tasks.

A summary of the contract amendments is as follows:

<b>Contract / Amendment</b>	<b>Date Authorized</b>	<b>Amount</b>
Original Contract	November 18, 2019	\$2,731,897.00
Amendment No. 1	September 27, 2021	No Cost
Amendment No. 2	December 5, 2022	\$1,060,000.00
Amendment No. 3	April 29, 2024	\$2,234,565.00
Amendment No. 4	December 2, 2024	\$76,950.00
<i>Amendment No. 5 *</i>		<i>\$991,841.00</i>
<b>Total Contract not-to-exceed</b>		<b>\$7,095,253.00</b>

*\* Subject of this staff report*

Staff is also recommending the Executive Director be authorized to amend the reimbursement agreements with the cities of La Quinta, Indio and Coachella. The cost for engineering, right of way, utilities and permitting, the project non-infrastructure education and outreach program and construction management are typically shared between CVAG and the cities of La Quinta, Indio, and Coachella with CVAG typically funding the project costs with 75 percent in regional funds with the 25 percent local share being split proportionately between the cities.

Tasks 1 – 12 of the proposed Amendment No. 5 will be shared between CVAG and the three cities with the reimbursement agreements reflecting the local shares once a final alternative is selected. Only the City of Indio and CVAG are sharing the cost of Task 13, which relates to the additional design work requested by Indio.

Construction costs continue to rise and are being tracked as the project design continues. The current construction estimate, including contingency, is \$64.7 million. Mindful of rising costs, CVAG staff in May 2025 submitted an application to Southern California Association of Governments (SCAG) for \$20 million in Congestion Mitigation and Air Quality (CMAQ) Program funding to supplement the \$36,483,000 in ATP construction funding that the project has already been awarded. Should the CMAQ funding request be approved, then nearly all construction costs for the project would be funded with state or federal dollars.

The balance of construction costs after all external funding for construction will be funded with CVAG providing 75 percent regional funding, and the 25 percent local funding split proportionately between La Quinta, Indio, and Coachella. Including Amendment No. 5 to the Albert A. Webb Associates contract, CVAG has committed \$6,569,427 in regional funding, and \$2,019,889 has been committed by the three cities.

**Attachments:**

1. Albert A. Webb Associates – Arts & Music Line Amendment No. 5
2. Albert A. Webb Associates letter dated April 17, 2025
3. Project Location Map

**AMENDMENT NUMBER FIVE  
to the  
ALBERT A. WEBB ASSOCIATES  
PROFESSIONAL ENGINEERING AND ENVIORMENTAL SERVICES AGREEMENT  
for the  
COACHELLA VALLEY ARTS AND MUSIC LINE**

This **AMENDMENT NUMBER FIVE** is made and entered into this **30th day of June 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Albert A. Webb Associates (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated November 18, 2019, for the Coachella Valley Arts and Music Line project.

- 1. This Amendment Number Five extends the term of the contract to June 30, 2027.**
- 2. This Amendment Number Five authorizes the additional scope of services in accordance with the attached Albert A. Webb Associates letter dated April 17, 2025 for the not-to-exceed amount of \$991,841.00. The total amount payable shall not exceed \$7,095,253.**

Original Contract	November 18, 2019	\$2,731,897.00
Amendment Number One	September 27, 2021	No Cost
Amendment Number Two	December 5, 2022	\$1,060,000.00
Amendment Number Three	April 29, 2024	\$2,234,565.00
Amendment Number Four	December 2, 2024	\$ 76,950.00
Amendment Number Five	June 2, 2025	<u>\$ 991,841.00</u>
<b>Total Contract not-to-exceed</b>		<b>\$7,095,253.00</b>

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 Five** to be executed by their duly authorized representatives on this date:

**COACHELLA VALLEY ASSOCIATION  
OF GOVERNMENTS**

**ALBERT A. WEBB ASSOCIATES**

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

By: \_\_\_\_\_  
Dilesh Sheth, Senior V.P.

**Attachment A-1**

**Albert A. Webb Associates – Arts & Music Line Amendment No. 5  
Additional Scope of Services and Compensation**

Please refer to the following Albert A. Webb Associates letter dated April 17, 2025.

DRAFT



**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
951.686.1070

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

April 17, 2025

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

**RE:** CVAG's Arts & Music Line Contract Amendment #5 (CVAG-19-099) -  
Dillon Rd Bike Path Alignment **Alternatives**

Dear Randy:

Albert A. WEBB Associates (WEBB) is submitting this request for a contract amendment #5 to cover additional services related to the Dillon Road bike path north side alignment. This amendment is in response to CVAG's request to relocate the Class I bike path from the south to the north side of Dillon Road, avoiding impacts to planned development on the south side. The north side alignment offers benefits such as eliminating the Cabazon Road crossing and separating the bike path from power lines. It also provides a more consistent alignment and better connectivity to commercial developments on the north side.

Enclosed are our Scope of Work (Section 1) and Compensation for Services (Section 2) for your review.

Sincerely,

**Albert A. Webb Associates**

  
Dilesh Sheth, PE, TE  
Senior Vice President



## **EXHIBIT A - SCOPE OF SERVICES**

### **Task 1 – Additional Project Management/ Administration**

#### **1.1 Additional Project Management**

We will plan, organize, direct, and monitor project activities and resources in accordance with the contract scope, schedule, and budget. Tasks include general project management with CVAG and tribes and preparing memos, letters, and emails. Additional project management is required to change the alignment from south to north along Dillon Rd.

#### **1.2 Additional Meetings and Schedules**

Additional meetings and coordination will be required to address this task. We will schedule and attend these meetings, ensuring that agendas and meeting minutes are prepared for each. The project schedule will also be updated accordingly.

Deliverables: Meeting Agendas and Minutes, Project Schedules

### **Task 2 – Field Survey & Base Map**

#### **2.1 Field Topographic Survey**

a. Re-establish survey datum and control for the project based on the previous survey work conducted for the Arts & Music Line project.

b. Conduct field topographic survey of project limits to obtain existing ground surface elevations along Dillon Road at a cross sections interval of 50-feet, from Cabazon Road to the Coachella Valley Stormwater Channel, to include edge of pavement, billboard locations (column and overhang), drainage ditches (flowline and top), fences (top and bottom), utilities (and their appurtenances), structures, and other miscellaneous visible features.

c. Provide a minimum 1" = 40' scale digital topographic survey of the project areas with one-foot contours.

d. Process and draft field survey data and prepare electronic CAD files for the existing ground features (FT) file, update the Civil 3D existing ground surface (TO) file, and update the existing plan (XP) file for the design teams use.

Deliverables: FT CAD (Field Topo) file with Field Topo data (survey data points collected & linework). Updated TO CAD (Topo) file with Civil 3D surface for design, Updated XP CAD (Existing Plan) file with existing planimetric linework.

## **2.2 Title Report (Allowance)**

An allowance has been included in the budget to obtain and furnish one Title Report from a title company for APNs 603-090-012 & -013. The Title report will be used to verify legal ownership, legal description of the property, and other easements/encumbrances on the property that may impact the project alignment and/or easement rights. (Scope and Budget do not include subsequent updates to the title report)

Deliverables: One Title Report for APN APNs 603-090-012 & -013.

## **2.3 Update Base File Mapping**

a. Review the title report obtained for any easements and/or right-of-way dedications not previously mapped.

b. Map existing easements and/or right-of-way dedications shown in the title report for APNs 603-090-012 & -013 which may affect or impact the project alignment and update the PB (Project Base) CAD file.

Deliverables: Updated PB CAD (Topo) file with easements and/or right-of-way dedications shown in the title report for APNs 603-090-012 & -013.

## **2.4 Legal Descriptions and Plat**

a. Prepare two legal descriptions and plats per Riverside County standards and requirements for the proposed Right-of-Way dedication and Temporary Construction Easements.

b. Provide coordination, attend meetings, participate in phone calls, respond to emails with Riverside County staff and project design team members through the preparation of the legal description and plat.

c. Coordinate with Riverside County staff and client to have signature pages prepared based on owner information noted in preliminary title report obtained.

d. Coordinate with client to obtain owner's signatures, and record them at the County of Riverside Recorder's Office.

Deliverable: PDF (and wet signed original if required) of the legal description(s) and plat(s).

## **Task 3 – Environmental Services**

Based on our review of the previously approved documentation for the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), we have determined the CEQA Notice of Exemption (NOE), filed February 5, 2021 remains valid, subject to verification of the results of the biological survey of the new alignment, and that the following NEPA tasks will be required:

### 3.1 NEPA Technical Studies

#### a. Biological Studies

An updated Natural Environment Study (Minimal Impacts) (hereinafter NESMI) and Jurisdictional Delineation Report will be prepared by WSP to include the new Dillon Road alignment, which includes evaluation of the roadside drainage area. A field survey will be conducted for the new portion of the alignment and a windshield survey will be conducted for the previously approved AML alignment. Revisions to one round of Caltrans comments is included.

#### b. Cultural Studies

A Supplemental Historic Property Survey Report (HPSR) and Archaeological Resources Survey (ASR) will be prepared by Applied Earthworks Inc. (Æ) to include the new alignment. The HPSR will include:

- Agency and Tribal Coordination: Æ will coordinate with Caltrans regarding the updated Project Area of Potential Effect (APE) that considers all direct and indirect impacts to significant cultural resources. The proposed realignment of the APE extends into both the Cabazon Band of Cahuilla Indians and Twenty-Nine Palms Band of Mission Indians Reservation lands. Therefore, prior to the field survey, Æ will notify the tribes of the proposed APE realignment and request permission to conduct a survey on tribal lands.
- Field Survey: One of Æ's qualified archaeologists will conduct an intensive pedestrian survey of the modified APE. Æ's survey transect spacing will range from 10 to 15 meters (30 to 50 feet) insofar as possible, and the ground surface of all landforms with likely intact and significant cultural resources, if any, also will be examined. Additionally, Æ's archaeologist will investigate any unusual contours, soil changes, distinctive vegetation patterns, features (e.g., road cuts, ditches, and stream cuts), and other potential cultural site markers. For the cultural resource survey, Æ is not responsible for landowner permissions and access to the Project. Safe access must be ensured by CVAG. For the purposes of this price estimate, we assume that no subsurface testing will be completed and no standing structures or other cultural resources requiring documentation, updates, or evaluation are present in the modified APE.
- Supplemental Reports: Following completion of the field investigation, Æ will prepare an updated APE Map, a Supplemental ASR and a Supplemental HPSR, to the standards outlined in Caltrans Standard Environmental Reference, Volume 2, Cultural Resources. Based on communication with Caltrans, Æ assumes a Supplemental (Historic Resources Evaluation Report (HRER) will not be required for the Project. Æ assumes that two rounds of comments will need to be addressed following the Caltrans review. Æ's draft report will be submitted electronically in MS Word format for ease of review; our final report will be submitted electronically as a PDF file. After Caltrans has approved the report, Æ will submit the final reports to the South Coastal Information Center.
- Assumptions: An updated records search will not be required because the previous APE falls within the previous records search buffer. An updated Section 106 consultation process is also not needed; only informal consultation with the Tribes is recommended.

### **3.2 NEPA Categorical Exclusion**

A NEPA Revalidation form will be prepared and processed with Caltrans for the results of the technical studies and changes to the design. It is assumed a new Categorical Exclusion (CE) is not required, but the Environmental Commitments Record (ECR) may require updates. One round of minimal revisions from Caltrans comments is included.

Deliverables: Draft and Final NESMI, Jurisdictional Delineation, HPSR package, and NEPA Revalidation form (with necessary attachments).

### **Task 4 – Revised Street Improvement Plans**

#### **4.1 Bike Path Improvement Plans**

We will revise the bike path alignment from the south to the north side of Dillon Road. The new alignment will start at the northeast corner of Dillon Road and Cabazon Road intersection, continue north between the pavement edge and drainage channel, cross the channel from south to north, and then proceed east between the existing swale and billboards, connecting to CV Link at the Coachella Valley Stormwater Channel.

The plan view will show existing utilities, right-of-way, easements, and roadway features.

a. **Update Demolition Plans:** Clearly label existing surface improvements to be removed with construction notes. Provide limits of demolition by stationing or offset from the street centerline. Include existing right-of-way and utilities and note warnings for contractors about utilities within demolition areas.

b. **Update Improvement Plans:** Show existing surface improvements and features in a half-tone or dashed format to distinguish them from new improvements. New improvements, including the bike path, retaining wall, curbs, and drainage facilities, along with all adjustments, relocations, reconstructions, or modifications, should be highlighted with appropriate construction notes, detailed references, or standard plan references.

Deliverables: Revised 65%, 90%, 100% and Final Street Improvement Plan Sheets for this segment

### **Task 5 – Revised Traffic Signal & Signing/ Marking**

CRA will implement updates to the traffic signal and signing/markings sheets to accommodate the Arts and Music Line bike path along Dillon Road within the Twenty-Nine Palms tribal lands. The proposed changes are necessary to reflect the realignment of the bike path from the south side to the north side of Dillon Road. CRA will update the traffic signal and signing/stripping plans for Dillon Road between Station 21+00 and Station 56+50 accordingly.

#### **Assumptions**

- It is assumed that the design effort for the traffic signal plans will require additional utility review or possible potholing coordination for the placement of new poles along the north side of Dillon Rd/Cabazon Ave intersection.

## **5.1 Construction Plans**

CRA will update previously developed 100% traffic signal and signing/stripping plans with changes that accommodate the improvements showing the new bike path along the north side of Dillon Road. One possible potholing coordination might be needed for the NE corner of Dillon Rd/ Cabazon Rd intersection.

Deliverables: Revised 100% and Final Signing/Striping Plan Sheets at Station 21+00 to 56+50, Revised 100% and Final Traffic Plan Sheet at Avenue 48/Dillon Rd & Cabazon (1 Sheet)

## **Task 6 – Lighting Design and Electrical Engineering Services**

### **6.1 Lighting Consultation Revisions**

a. Provide new lighting scheme along Dillon Rd. from Cabazon Rd. to CV Link Path. Lighting layout shall be revised and re-positioned to a suitable location within the project boundary. The Artistic 'Light Field' shall be revised along with the in-grade lini-led marker lights 'Star Path' and solar marker lights. Lighting designs shall be a collaborative effort between Visual Concepts Lighting, Albert A Webb Associates and Circular Dimensions.

b. Provide new lighting renders for acceptance of new 'Light Field' location and spacing.

c. Additional team meetings for lighting designs and coordination with Artist and City Agencies.

### **6.2 Electrical Construction Document Revisions**

a. Update existing Electrical Construction Documents to include the new lighting designs along Dillon Rd. from Cabazon Rd. to CV Link Path. Provide electrical engineering services for revision and re-location of the electrical system and lighting controls, modify panel schedules as required, details and fixture schedules as well as drafting services and coordination.

b. Additional coordination with team for revisions of electrical meter pedestal and lighting control cabinet locations. Two (2) new meter pedestal and control cabinet locations anticipated.

Deliverables: Revised 65%, 95%, 100% and Final Lighting and Electrical Plan Sheets

## **Task 7 – Artist Services**

The artist will collaborate with the electrical engineer to provide the necessary coordination and design for the lighting features along the north side path alignment. This includes revisions to the artistic "Light Field" concept, as well as the in-grade linear LED marker lights ("Star Path") and solar marker lights. The design will be coordinated with CVAG before being finalized with the electrical engineer.

## **Task 8 – Structural Plans**

CNS Engineers (CNS) will prepare Plans, Specifications and Estimate (Final Design PS&E) per Caltrans Standards for a retaining wall at the northeast corner of Dillion Road and Cabazon Road/48th Street intersection beside a drainage swale to accommodate the Arts and Music Line Bike Path along the north side of Dillon Road. The trail will be extended from Cabazon Road/48th Street to Coachella

Valley Stormwater Channel. The retaining wall is estimated to be 120 feet long. The proposed retaining wall is placed on the southerly side of a drainage swale to retain the bike path. The retaining wall foundation will be protected from scour/erosion by utilizing a proper scour countermeasure that will be designed by WEBB.

The structural design and plan preparation for the retaining wall will be based on Caltrans-amended AASHTO LRFD bridge design specifications, various Caltrans structural design and detail manuals. It is envisioned that a modified Caltrans Type 5 Retaining Wall will be used, and the Caltrans Standard Plans and details will be referenced to the maximum extent possible without structural calculations.

The following assumptions are made:

- There will be no complex project-specific aesthetic treatments on the face of the retaining wall and parapet wall other than a standard fractured rib texture (if desired) to control graffiti.
- The retaining wall can be supported by a conventional spread footing, and there is no seismic liquefaction that requires nonstandard deep foundation or ground improvements.

Submittals of 65% Design Plans and Cost Estimates, 95% PS&E, and Final Camera-Ready PS&E are proposed. We will provide response to agencies' review comments for the submittals. CNS will use Microsoft Word to prepare and edit Caltrans 2024 Standard Special Provisions (SSP) for structural work at 95% and Final PS&E. We will prepare a list of Caltrans standard pay items for the wall construction. Design quantity calculations will be performed using standard Caltrans forms and marginal cost estimate summary sheets. Item unit prices shall be adjusted using Contract Cost Data published by Caltrans.

It is expected that the plans will be prepared in AutoCAD and PDF. Specification documents, including technical specifications, shall be provided in electronic Microsoft Word format as well as in PDF. The Engineer's estimate shall be provided in Microsoft Excel format as well as in PDF.

Deliverables: 65% Design Plans and Cost Estimates, 95% PS&E, and Final Camera-Ready PS&E, Quantities and Construction Cost Estimates

### **Task 9 – Specification & Revised Cost Estimate**

We will prepare a revised quantity breakdown and cost estimate for the proposed revisions along Dillon Rd, which will be provided at the 65%, 90%, and 100% plan check stages. Additionally, final specifications will be provided at the 90% and 100% plan check stages.

Deliverables: Revised Project Cost Estimate at 65%, 90%, and 100% stages, project specifications

### **Task 10 – Additional ROW Services**

Additional ROW services are required due to changes resulting from the bike path redesign, which impacts the tribal parcels. These changes involve new right-of-way requirements and the need for updated appraisals, including the valuation of billboards, in compliance with 49 CFR and the Caltrans Right-of-Way Manual. Additionally, the project has encountered extended delays due to extensive negotiations with property owners regarding the language of necessary right-of-way

documents and the extra coordination required to ensure the timely processing and signing of these documents by CVAG.

This redesign necessitated a reevaluation of the property's value, requiring new appraisals to accurately reflect the updated right-of-way acquisition. The redesign also involves the need for an FF&E appraiser to address the impacted billboards. The FF&E appraiser will utilize the Caltrans poster panel payment schedules for the billboard valuation. As part of this process, the additional coordination efforts required to secure the appraisals have taken longer than initially anticipated, further extending the timeline for this phase of the project.

Throughout the negotiation phase, there has been a significant amount of back-and-forth between Monument, the property owners and CVAG to finalize the language of the right-of-way contracts and easement documents. These negotiations were more complex than originally expected, leading to additional time spent revising, clarifying, and approving the final documentation. This process required close collaboration and frequent communication with the property owners, as well as legal review to ensure that all parties were satisfied with the terms and that the documents complied with all necessary legal requirements.

## **Task 11 – Ave 49 Additional Street Improvements Services**

### **11.1 Ave 49 (Violet St – Braley Ct) Roadway Widening and sidewalk improvements**

The project proposes a bike path on the north side of Avenue 49 from Hjorth Street to Braley Court. The bike path will cross at Braley Court with the installation of HAWK signals. Avenue 49 is improved with sidewalks between Hjorth Street and Violet Street, but only partially improved with no sidewalks from Violet Street to Braley Court. The project should widen the roadway and add sidewalks on the south side between Violet Street and Braley Court to ensure pedestrian connectivity. Demolition and improvement plans will be updated accordingly.

Deliverables: Revised 100% and Final Street Improvement Plan Sheets for this segment.

## **Task 12 – Street Lighting Design – Ave 48 (Monroe St – Arabia St)**

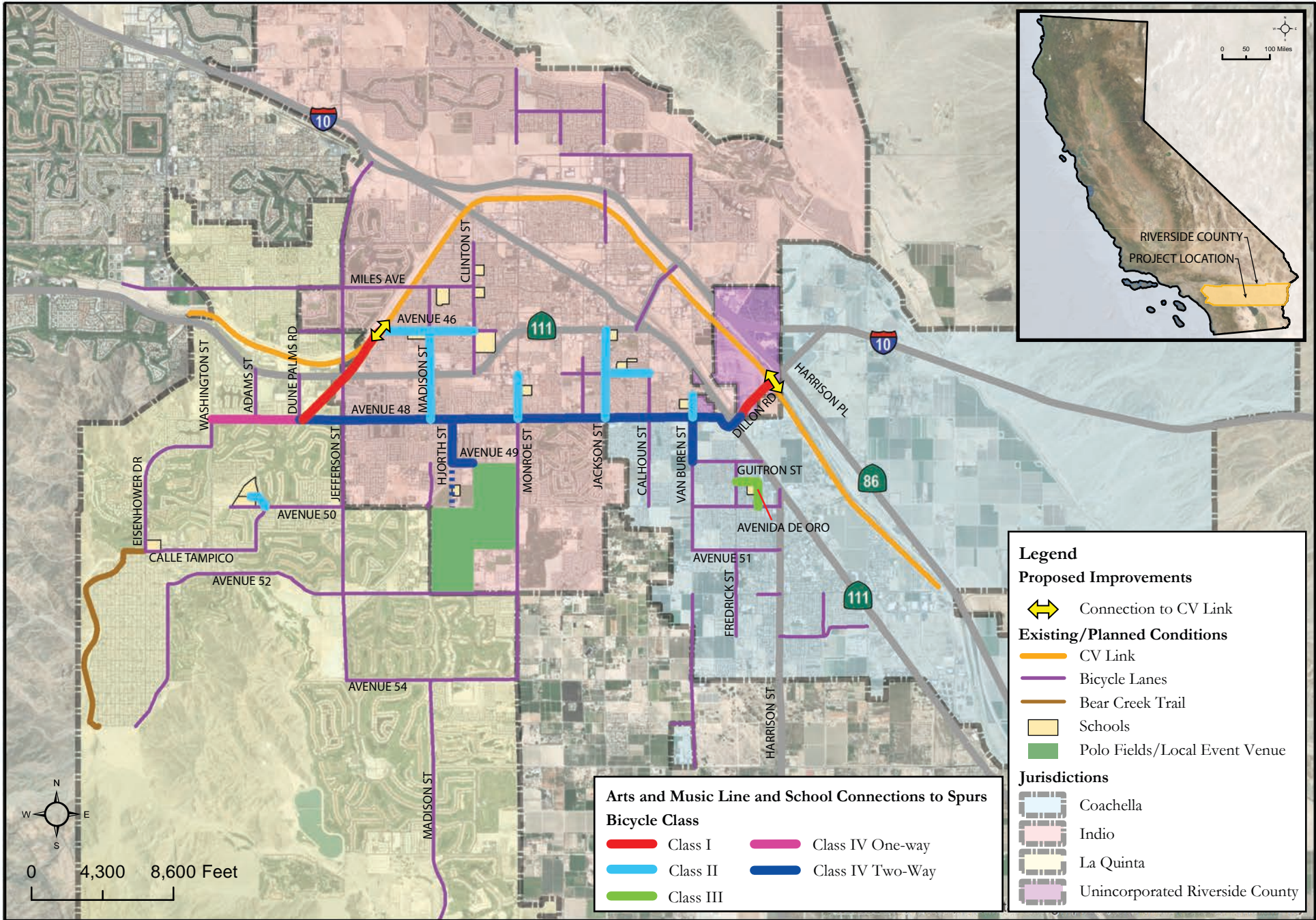
Provide lighting design and electrical engineering for the installation of public street lights within the median along Ave 48 between Monroe St., and Arabia St. Designs shall illuminate both Ave. 48 and Solano Ave. Revise Arts and Music Line plans and include all electrical circuitry, plan notes, installation details, schedules, and photometric studies adhering to City of Indio standards for an LS-3 metered system.

- a. Coordination for as-built drawings.
- b. Coordinate with civil and landscape architects for conflict resolution.
- c. Coordinate IID service points for installation of LS-3 electrical meter pedestal with Utility Consultant.

**EXHIBIT B - COMPENSATION FOR ADDITIONAL SCOPE OF SERVICES**

Services described in the Scope of Work (Exhibit “A”) will be provided on a time and material basis, with a maximum budget of \$380,636.00 for Segment 1 and a maximum budget of \$611,205.00 for Segment 2 for a total of \$991,841.00.

	<b>Compensation Breakdown</b>	<b>Segment 1 Amount</b>	<b>Segment 2 Amount</b>	<b>Total</b>
Task 1	Additional Project Management/ Administration	\$15,098.00	\$16,740.00	\$31,838.00
Task 2	Field Survey, Base Map, Legal, and Plats	\$ 23,535.00	\$92,346.00	\$115,881.00
Task 3	Environmental Services	\$ 45,477.00	\$45,717.00	\$91,194.00
Task 4	Utility Research and Coordination		\$41,640.00	\$41,640.00
Task 5	Update Street Improvement Plans	\$ 56,518.00	\$118,114.00	\$174,632.00
Task 6	Revised Traffic Signal and Signing & Striping Plans	\$ 26,526.00	\$27,498.00	\$54,024.00
Task 7	Lighting Design and Electrical Engineering Services	\$ 33,313.00		\$33,313.00
Task 8	Artist Services	\$ 12,766.00	\$0.00	\$12,766.00
Task 9	Structural Plans	\$ 36,963.00	\$0.00	\$36,963.00
Task 10	Specification and Revised Cost Estimate	\$ 10,284.00	\$10,572.00	\$20,856.00
Task 11	Additional ROW Services	\$ 92,571.00	\$247,193.00	\$339,764.00
Task 12	Ave 49 Additional Street Improvements Services	\$ 12,582.00	\$11,385.00	\$23,967.00
Task 13	Street Lighting Design – Ave 48 (Monroe St – Arabia St)	\$ 15,003.00	\$0.00	\$15,003.00
	<b>Total Amendment #5</b>	<b>\$380,636.00</b>	<b>\$611,205.00</b>	<b>\$991,841.00</b>



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

Project Location Map

**ITEM 8E**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



**STAFF REPORT**

**Subject:** CV Link Maintenance Agreement with Desert Recreation District

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

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**Recommendation:** Authorize the Executive Director to execute a shared services agreement with Desert Recreation District for two years, with an optional one-year renewal, for a not-to-exceed amount of \$600,000 per year to operate and maintain the CV Link

**Transportation Committee:** Concurred (Meeting of June 2)

**Public Safety Committee:** Concurred (Meeting of June 9)

**Background:** Construction of the CV link concludes this summer, marking a major milestone in a 14-year journey by CVAG to invest in an active transportation project that makes it easier and safer for cyclists, pedestrians and low-speed electric vehicles to travel across the Coachella Valley. But long before CVAG took up the cause, the Cities of Palm Springs, Cathedral City, Palm Desert, La Quinta, Indio, and Coachella were planning for the implementation of a multi-use path along the Whitewater River in their respective general plans. CV Link implements that longstanding vision and moving forward, CVAG staff intends to partner and coordinate with the cities and other agencies to keep this a premiere regional asset.

CVAG staff is now preparing for the project to be opened to the public in July with grand opening celebrations being planned in each city in the fall. With this staff report, CVAG staff is bringing forward a recommendation to contract with Desert Recreation District (DRD) to provide a regular schedule of maintenance and service across the 40 miles of CV Link. Additionally, this staff report outlines other partnerships staff has built and is continuing to build with member jurisdictions and project stakeholders to cover related services.

**Shared Services Partnership with Desert Recreation District**

The DRD is a public agency of the State of California established pursuant to Division 5, Chapter 4, of the Public Resources Code. DRD has the authority and expertise to acquire, develop, conserve, and manage open space and other parkland for the public benefit and for recreational use and enjoyment. DRD staff possess expertise in developing and managing recreation programs, in implementing public works projects and in managing landscape contracts with vendors. DRD has a long history of working with CVAG's members and has operations and maintenance services partnerships with local public agencies including Palm Desert and Cathedral City. Since 2022, DRD also has an agreement with the Coachella Valley Conservation Commission (CVCC), which is staffed by CVAG, for maintenance and cleanup of habitat land and conservation properties.

DRD was one of many options identified in the 2016 CV Link Conceptual Master Plan, which contemplated how to best keep CV Link a world class facility and sustainably provide an attractive, safe, and secure transportation option. The master plan looked at issues such as management, programming, marketing, enforcement, safety, security, risk management and maintenance. In identifying DRD, the CV Link Master Plan noted that DRD already manages park facilities adjacent to CV Link, which staff would note is a growing list with the recently opened Esperanza Park in Cathedral City.

With CV Link construction nearing an end, and acknowledging the strong partnership between CVCC and DRD, CVAG staff earlier this year engaged with DRD staff to explore the CV Link operations and maintenance partnership suggested in the CV Link Master Plan. Over the past several months, staff from both organizations have developed a prospective program for maintenance, operations, and programming. The proposed partnership includes a regular schedule of maintenance and service of the following elements of the CV Link:

- Access Points and their amenities (e.g., bike racks, benches, hydration stations);
- Landscaping and irrigation, which the CV Link construction contractors are obligated to maintain for one year following project acceptance;
- Weed abatement along the outer bank of the Whitewater River/ Coachella Valley Stormwater Channel levee as required under CVAG's existing agreement with Coachella Valley Water District (CVWD);
- Trash collection along the CV Link, which is required per agreements with Riverside County Flood Control and Water Conservation District (RCFCWCD) and CVWD; and
- Regular inspection of CV Link facilities.

DRD's contract would also provide for programming and marketing for the CV Link, which leverages the work they do elsewhere in the region. The recommended contract is based on a maintenance program that has been developed based on an established schedule of maintenance and inspection to manage risks and ensure the CV Link is kept safe and clean. The maintenance program also includes contingencies for repairs or replacing damaged components as needs arise. CVAG staff recognize that the nascent partnership with DRD will evolve as experience is accumulated with operating and maintaining the CV Link and that adjustments to the partnership and budget will need to be made. At its June 11, 2025 meeting, the DRD Board unanimously authorized entering into the shared services agreement with CVAG. If approved by the Executive Committee, staff will provide regular reporting on CV Link maintenance and operations to CVAG committees.

The DRD contract would not involve sweeping the pathway. In its regional street sweeping contract, CVAG has provisions for the vendor, Sweeping Corporation of America (SCA), to conduct street sweeping of the CV Link. The contract runs through the end of 2025 and is renewable for another year, and CVAG is reviewing with member jurisdiction public works staff the possible extension of the contract and an amendment to the contract for additional street sweeping that is being requested by their communities. Based on the unit cost of \$51.50 per mile for CV Link sweeping in the contract, it will cost approximately \$100,000 to sweep the CV Link weekly per year. CVAG staff will include in the upcoming amendment the funding needed to provide street sweeping services for the CV Link. The street sweeping amendment is planned to be presented to CVAG committees in the coming months.

### Other partnerships

Routine maintenance was only part of the needs and opportunities identified in the 2016 CV Link Conceptual Master Plan. To address the full management of CV Link, CVAG is working with staffs

and law enforcement from Palm Springs, Cathedral City, Palm Desert, La Quinta, Indio, Coachella and Riverside County. The cities had long planned for a path along the Whitewater River/Coachella Valley stormwater channel, and if it had been constructed by the cities, each agency would have been entirely responsible for its maintenance and upkeep.

The regional flood control agencies – CVWD and RCFCWCD – have placed certain maintenance responsibilities on the cities and CVAG for elements of the CV Link. Namely, the cities have maintenance responsibilities for their roadway bridges over the flood control channels, including the underpass areas. In addition, some sections of the CV Link route in Palm Springs along Tahquitz Creek and in Palm Desert along the Whitewater River existed previously to the CV Link project, and those cities already have established maintenance responsibilities for those segments. CVAG staff will coordinate the management of operations, maintenance, and programming with the cities and other partners like CVWD, RCFCWCD per the terms of the agreements and the municipal long-term plans for active transportation along the Whitewater River.

In addition, portions of the CV Link have been constructed within city parks and public roadways. For example, the CV Link in Palm Desert is located in the right-of-way along Painters Path, Parkview Drive, Monterey Avenue, and Magnesia Falls Drive, and CV Link connectors have been constructed within Jackson Park in Indio and Sierra Vista Park in Coachella. These public parks and roadways will continue being a city responsibility. As discussed with local staffs, each city or flood control district in which the project is located will continue to have primary responsibility for enforcement, graffiti mitigation and encampment removal, noting that some homelessness outreach also utilizes partnerships with CVAG's CV Housing First program.

CVAG staff is also working with local cities to finalize a Safety Plan for the CV Link and has already met with law enforcement representatives of the CV Link jurisdictions. The Safety Plan will address procedures and protocols for CVAG staff, partnering law enforcement and other agency staff on managing incidents, and conducting operations in a safe manner. CVAG is also discussing with law enforcement representatives a collaborative pilot security camera program for the CV Link. Staff will bring the pilot program to CVAG committees for review should member jurisdictions express an interest in the program. CVAG staff will also be bringing forward recommendations to amend existing contracts in order to provide operational support.

CVAG's CV Link contractors have been responsible for abating graffiti and removing encampments during the project construction. Once construction is completed, the cities will resume their responsibilities for managing graffiti and encampments under their roadway bridges. CVAG and DRD will manage minor graffiti abatement on the branded CV Link elements (e.g., bike racks, signs, kiosks, shade structures) through the proposed shared services partnership with DRD.

Finally, staff would note that CVAG is developing the needed procedures and a tool for managing maintenance and operations activities on the CV Link. The Executive Committee authorized in February 2025 a contract for CVAG to develop an Enterprise Asset Management system, which would be used by CVAG and DRD to receive service requests from the public and agencies, issue work orders, and manage maintenance records for the CV Link, as well as for CVCC, CV Sync, and other future assets that CVAG or CVCC may be responsible to maintain.

**Fiscal Analysis:** Based on the analysis, and with the experience both CVAG and CVCC have developed with Desert Recreation District, staff is recommending the Executive Director be

authorized to execute a shared services agreement with Desert Recreation District. This would be a two-year agreement and renewable for up to another one (1) year term, subject to satisfactory performance. With this authorization, the Executive Director and/or Legal Counsel would also be authorized to make clarifying changes prior to execution.

The agreement with Desert Recreation District is for \$600,000 a year, which includes \$574,970 for labor, materials, contingency costs, and \$25,030 for vehicles and equipment. DRD has provided a detailed pricing proposal. CVAG compared the proposed hourly rates against those from contracts of a similar nature between DRD and CVCC, Palm Desert, and Cathedral City. CVAG staff found that the hourly rates proposed by DRD for CV Link maintenance services are comparable to those in other agencies' contracts. This proposed arrangement was first reviewed with the DRD Board of Directors on May 29, 2025 and the final agreement incorporates feedback provided when the Board's authorization was given in June.

These costs have been included in the proposed Fiscal Year 2025-26 budget, which will be presented to the Executive Committee and General Assembly for adoption on June 30. The budget also includes offsetting annual revenue of up to \$173,320 from CVWD for maintenance-related costs CVAG may be reimbursed, under the terms of a 2018 agreement with CVWD related to CV Link's development along the stormwater channel. The agreement provides for CVWD to cover maintenance-related costs for weed abatement, litter removal, and slope maintenance of the levee outer bank. Staff will monitor and regularly report to CVAG committees the performance and incurred costs for the DRD services.

CVAG staff would note that CVAG's Procurement Policy and Procedures, last amended in June 2024, is mum on agency-to-agency procurement and staff will be bringing a policy clarification forward at a future meeting. However, it is not uncommon for local cities to allow for such agency-to-agency procurement. Staff's analysis of the proposed partnership would clearly justify the agreement under either special expertise services or a sole source process, both of which are detailed in the procurement policy.

Committee members may also recall that the long-term costs of CV Link were discussed in great detail when CVAG was finalizing the project's master plan. A range of estimates were developed in late 2015 for the 47.4 miles of CV Link running uninterrupted in eight cities. Removing two cities' segments and adjusting accordingly, the cost to operate and maintain the 40.1 miles of the CV Link being opened this summer was projected to be approximately \$612,500 annually. Adjusted for inflation, the estimated cost in today's dollars would be \$825,500 (US Department of Labor Statistics).

Desert Recreation District has presented a formal letter explaining the scope of services and the estimated cost of \$600,000 annually to maintain the CV link, minus the cost of utilities, street sweeping and utilities, which are being paid by CVAG. Street sweeping is proposed to be provided by CVAG's regional street sweeping contractor at an annual cost of approximately \$100,000, and utilities are estimated to cost \$30,000 annually. Combining these costs, the total estimated annual expenditure for CV Link maintenance is therefore calculated to be approximately \$730,000. Factoring in the reimbursement from CVWD, the net cost to CVAG is approximately \$555,000 – or 33% under the originally estimated cost as adjusted for inflation.

Staff would also note that DRD is providing added value to the needed operations and maintenance services by offering public awareness and programming for the CV Link with the cost included in the contractual services.

The cost for operations and maintenance of the CV Link will be funded from a mix of source, including initially the reimbursement from CVWD, and Measure A. Staff is reviewing with DRD re-initiating the Adopt-A-Link program, which was initially launched in 2018 with the opening of the first CV Link segment in Cathedral City. Additionally, in its discussion of the proposed agreement, the Transportation Committee suggested that CVAG recoup reasonable costs from event organizers through the application of fees, which staff will work with DRD to establish procedures and a fee schedule.

**Attachments:**

1. Desert Recreation District letter dated May 5, 2025
2. Shared Services Agreement



May 5, 2025

Coachella Valley Association of Governments  
Attn: Tom Kirk, Executive Director  
74199 El Paseo STE, 100  
Palm Desert, CA 92260

**Subject: Letter of Intent to Enter into an Agreement for Maintenance Services for the CV Link**

Dear Tom,

The Desert Recreation District (DRD) is pleased to submit this Letter of Intent to enter into an agreement with Coachella Valley Association of Governments (CVAG) for the provision of routine maintenance services for the CV Link. In addition, the DRD proposes to include as part of its administrative fee provisions for marketing and programming of the CV Link in conjunction with regular DRD programming and marketing activities to residents within the DRD service area. Anticipating there will be requests from organizers to program the CV Link for races or other sporting or recreational events, which may require substantial planning and event-specific support, we propose to engage with CVAG to establish procedures and prospective fees to offset those costs.

Routine maintenance refers to the ongoing regimen of litter pick-up, trash and debris removal, weed control along the levee and outer bank, sweeping access points, sign replacement, tree and shrub trimming, landscaping, irrigation, and lawn maintenance, and other regularly scheduled maintenance. Routine maintenance also includes cleaning equipment including minor graffiti removal, and minor repairs and replacements.

Maintenance standards include defined levels of service and performance metrics for the maintenance staff or subcontractors to DRD, a routine maintenance schedule, an inspection database, and a schedule for long-term maintenance, as listed in **Exhibit A**.

The Desert Recreation District proposes to provide the following services:

- Landscape and Lawn Maintenance
- Cleaning and servicing of access points and amenities including bike racks, benches, shade structures, hydration stations, and walking surfaces
- Cleaning and repair of lighting systems as needed
- Maintenance and repair of signage and kiosks
- General inspection and upkeep of the pathway
- Weed abatement, litter pickup, and servicing of the levee outer bank


These services will be provided to ensure the continued safety, cleanliness, and aesthetic appeal of the CV Link, which serves as a vital transportation and recreational resource in the Coachella Valley.

The total cost of the services to be provided by DRD will be **\$499,799** with an additional **15% administrative fee**, for a total agreement amount of **\$574,970**. The agreement includes allowances for unscheduled cleaning and repair activities to only be used when needed as requested by CVAG.

This Letter of Intent is non-binding and is intended solely to serve as a basis for further negotiations and the preparation of a formal agreement between CVAG and the Desert Recreation District. Both parties agree to work in good faith toward the finalization of such an agreement, with the intent to implement the outlined services in a timely and efficient manner.

We look forward to a successful partnership with the Desert Recreation District in supporting the ongoing maintenance and improvement of the CV Link.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Kalman", written in a cursive style.

Kevin Kalman  
General Manager

## EXHIBIT A

### Combined Cities Cost Estimates Per Task

CV Link Assets	Frequency (Weeks Per year)	Cobmined Total
Access Point		
Bench - 15 mins per at \$43.47/ travel 3 mins/mile	52	\$ 42,933.80
Bike Rack -10 mins per at \$43.47/ travel 3 mins/mile	12	\$ 7,302.12
Hydration Station -10 mins per/\$43.47/ travel 6 mins/mile	52	\$ 8,838.96
Map Kiosk- 10 mins per/\$/ travel 4.5 mins per	52	\$ 21,027.24
Interpreter Kiosk- 10 mins per/\$43.47/ travel 3 mins/mile	52	\$ 11,398.40
Shade Structure with Solar Panels & USB Charger	4	\$ 4,955.36
Trash/Recycling Receptacle- 10 mins per receptacle/ travel/3 mins per mile	52	\$ 16,657.16
Small Identity Sign- 30 mins per/ graffiti removal	52	\$ 58,269.12
Large Identity Sign - 30 min per/ graffiti removal	52	\$ 6,432.40
Materials and Supplies -	1	\$ 4,095.00
Vehicle - Mileage \$.70/mile	52	\$ 7,150.00
Equipment - Pressure Washer \$.70 / mile	52	\$ 7,150.00
Excessive trash and dumping	12	\$ 42,000.00
Encampment removal	12	\$ 42,000.00
Landscaping (cost estimates from Landscape contractor)	52	\$ 62,595.00
Weed Abatement-Outside of landscape area	12	\$ 72,000.00
Vandalism - Plant and irrigation repairs	12	\$ 36,000.00
Tree trimming- ( Cost may vary according to tree type and size)	1	\$ 23,220.00
Regulatory Sign ( Clean and repair and replace as needed)	4	\$ 15,257.00
Wayfinding Sign ( Clean and repair and replace as needed)	4	\$ 4,997.00
Column Light( Clean and repair and replace as needed)	4	\$ 5,520.00
<b>TOTAL COST</b>		<b>\$ 499,798.56</b>
1 Vehicle (lease) \$12,000		\$ 12,000.00
1 Pressure Washer ( Purchase) \$12,000		\$ 12,000.00
Miscellaneous tools \$1,000		\$ 1,000.00
15% Admin Fee		\$ 74,969.78
<b>Combined Total</b>		<b>\$ 599,768.34</b>

**Palm Springs**

CV Link Assets	P.S NORTH	Unit	HR	\$	Frequency (Weeks Per year)	Total	P.S South	Unit	HR	\$	Frequency (Weeks Per Year)	Total	Combined Total
	6.2 32,578	Miles Lin Ft					6.1 32,102	Miles Lin Ft					
Access Point	4	Each					8	Each					
Bench - 15 mins per at \$43.47/ travel 3 mins/mile	10	Each	2.5	\$109	52	5,651	14	Each	4.2	\$183	52	\$9,490	\$15,141
Bike Rack -10 mins per at \$43.47/ travel 3 mins/mile	16	Each	3.5	\$152	12	1,826	11	Each	2.5	\$109	12	\$1,304	\$3,130
Map Kiosk- 10 mins per/\$/ travel 4.5 mins per	4	Each	1.5	\$65	52	3,390	12	Each	2.5	\$109	52	\$5,651	\$9,041
Interpreter Kiosk- 10 mins per/\$43.47/ travel 3 mins/mile	1	Each	0.5	\$22	52	1,130	4	Each	1	\$43	52	\$2,260	\$3,390
Shade Structure with Solar Panels & USB Charger	10	Each	7.5	\$326	4	1,304	8	Each	6	\$261	4	\$1,043	\$2,347
Trash/Recycling Receptacle- 10 mins per receptacle/ travel/3 mins per mile	6	Each	1.25	\$54	52	2,825	8	Each	2	\$87	52	\$4,524	\$7,349
Small Identity Sign- 30 mins per/ graffiti removal	5	Each	3	\$130	52	6,781	6	Each	3.5	\$152	52	\$7,912	\$14,693
Large Identity Sign - 30 min per/ graffiti removal	2	Each	1.25	\$54	52	2,808	1	Each	0.75	\$35	52	\$1,804	\$4,612
Materials and Supplies -		Allowance		\$585	1	585				\$585	1	\$585	\$1,170
Vehicle - Mileage \$.70/mile	50	Miles		\$35	52	1,820	50	Miles	0	\$35	52	\$1,820	\$3,640
Equipment - Pressure Washer \$.70 / mile	50	Miles		\$35	52	1,820	50	Miles		\$35	52	\$1,820	\$3,640
Excessive trash and dumping		Allowance		\$500	12	6,000				\$500	12	\$6,000	\$12,000
Encampment removal		Allowance		\$500	12	6,000				\$500	12	\$6,000	\$12,000
Landscaping (cost estimates from Landscape contractor)	7,145	Sq Ft		\$213	52	11,089	7,645	Sq Ft		\$227	52	\$11,817	\$22,906
Weed Abatement-Outside of landscape area		Allowance		\$1,000	12	12,000				\$1,000	12	\$12,000	\$24,000
Vandalism - Plant and irrigation repairs		Allowance		\$500	12	6,000				\$500	12	\$6,000	\$12,000
Tree trimming- ( Cost may vary according to tree type and size)	19	Each		\$3,420	1	3,420	19	Each		\$3,420	1	\$3,420	\$6,840
Regulatory Sign ( Clean and repair and replace as needed)	29	Each	7.25	\$315	4	1,260	63	Each	15.8	\$695	4	\$2,782	\$4,042
Wayfinding Sign ( Clean and repair and replace as needed)	12	Each	3	\$130	4	521	20	Each	5	\$217	4	\$869	\$1,390
Column Light( Clean and repair and replace as needed)		Each			4		16	Each	4	\$174	4	\$695	\$695
<b>TOTAL COST</b>						78,491						\$90,735	\$169,227
15% Admin Fee						11,774						\$13,610	\$25,384
<b>Combined Total</b>						<b>90,265</b>						<b>\$104,346</b>	<b>\$194,611</b>

## Cathedral City

CV Link Assets	Cat City	Unit	HR	\$	Frequency (Weeks Per Year)	Total
	6.6	Miles				
	37,488	Lin Ft				
Access Point	4	Each				
Bench - 15 mins per at \$43.47/ travel 3 mins/mile	3	Each	1	\$43	52	\$2,260
Bike Rack -10 mins per at \$43.47/ travel 3 mins/mile	2	Each	0.5	\$22	12	\$260
Map Kiosk- 10 mins per/\$/ travel 4.5 mins per	5	Each	1.25	\$57	52	\$2,938
Interpreter Kiosk- 10 mins per/\$43.47/ travel 3 mins/mile	1	Each	0.5	\$22	52	\$1,144
Shade Structure with Solar Panels & USB Charger	2	Each	1.5	\$66	4	\$264
Trash/Recycling Receptacle- 10 mins per receptacle/ travel/3 mins per mile	4	Each	1	\$43	52	\$2,236
Small Identity Sign- 30 mins per/ graffiti removal	6	Each	3.5	\$152	52	\$7,904
Large Identity Sign - 30 min per/ graffiti removal	0	Each		\$0	52	\$0
Materials and Supplies -		Allowance		\$585	1	\$585
Vehicle - Mileage \$.70/mile	40	Miles		\$28	52	\$1,456
Equipment - Pressure Washer \$.70 / mile	40	Miles		\$28	52	\$1,456
Excessive trash and dumping		Allowance		\$500	12	\$6,000
Encampment removal		Allowance		\$500	12	\$6,000
Landscaping (cost estimates from Landscape contractor)	830	Sq Ft		\$46	52	\$2,379
Weed Abatement-Outside of landscape area		Allowance		\$1,000	12	\$12,000
Vandalism - Plant and irrigation repairs		Allowance		\$500	12	\$6,000
Tree trimming- ( Cost may vary according to tree type and size)	25	Each		\$4,500	1	\$4,500
Regulatory Sign ( Clean and repair and replace as needed)	50	Each	12.5	\$543	4	\$2,174
Wayfinding Sign ( Clean and repair and replace as needed)	20	Each	5	\$217	4	\$869
Column Light( Clean and repair and replace as needed)	0	Each		\$0	4	\$0
<b>TOTAL COST</b>						<b>\$61,570</b>
<b>15% Admin Fee</b>						<b>\$9,235</b>
<b>Combined Total</b>						<b>\$70,805</b>

**Palm Desert**

<b>CV Link Assets</b>	<b>P.D</b>	<b>Unit</b>	<b>HR</b>	<b>\$</b>	<b>Frequency (Weeks Per Year)</b>	<b>Total</b>
	3.8	Miles				
	22,961	Lin Ft				
Access Point	2	Each				
Bench - 15 mins per at \$43.47/ travel 3 mins/mile	2	Each	0.75	\$35	52	\$1,820
Bike Rack -10 mins per at \$43.47/ travel 3 mins/mile	4	Each	1	\$44	12	\$528
Map Kiosk- 10 mins per/\$/ travel 4.5 mins per	1	Each	0.5	\$22	52	\$1,144
Interpreter Kiosk- 10 mins per/\$43.47/ travel 3 mins/mile		Each	0.5	\$22	52	\$1,144
Shade Structure with Solar Panels & USB Charger		Each		\$0	0	\$0
Trash/Recycling Receptacle- 10 mins per receptacle/ travel/3 mins per mile		Each		\$0	52	\$0
Small Identity Sign- 30 mins per/ graffiti removal		Each		\$0	52	\$0
Large Identity Sign - 30 min per/ graffiti removal		Each		\$0	52	\$0
Materials and Supplies -		Allowance		\$585	1	\$585
Vehicle - Mileage \$.70/mile	20	Miles		\$14	52	\$728
Equipment - Pressure Washer \$.70 / mile	20	Miles		\$14	52	\$728
Excessive trash and dumping		Allowance		\$500	12	\$6,000
Encampment removal		Allowance		\$500	12	\$6,000
Landscaping (cost estimates from Landscape contractor)		Sq Ft		\$0	0	\$0
Weed Abatement-Outside of landscape area		Allowance		\$0	0	\$0
Vandalism - Plant and irrigation repairs		Allowance		\$0	0	\$0
Tree trimming- ( Cost may vary according to tree type and size)		Each		\$0	0	\$0
Regulatory Sign ( Clean and repair and replace as needed)	22	Each	5.5	\$239	4	\$956
Wayfinding Sign ( Clean and repair and replace as needed)	9	Each	2.25	\$98	4	\$391
Column Light( Clean and repair and replace as needed)	0	Each		\$0	4	\$0

TOTAL COST

**\$20,024**

**15% Admin Fee**

**\$3,004**

**Combined Total**

**\$23,028**

## La Quinta

CV Link Assets	L.Q	Unit	HR	\$	Frequency (Weeks Per Year)	Total
	2.6	Miles				
	13,728	Lin Ft				
Access Point	1	Each				
Bench - 15 mins per at \$43.47/ travel 3 mins/mile	12	Each	3.5	\$152	52	\$7,904
Bike Rack -10 mins per at \$43.47/ travel 3 mins/mile	6	Each	1.5	\$65	12	\$780
Map Kiosk- 10 mins per/\$/ travel 4.5 mins per	1	Each	0.5	\$22	52	\$1,144
Interpreter Kiosk- 10 mins per/\$43.47/ travel 3 mins/mile	1	Each	0.5	\$22	52	\$1,144
Shade Structure with Solar Panels & USB Charger	4	Each	3	\$130	4	\$520
Trash/Recycling Receptacle- 10 mins per receptacle/ travel/3 mins per mile	2	Each	0.5	\$22	52	\$1,144
Small Identity Sign- 30 mins per/ graffiti removal	4	Each	2.3	\$100	52	\$5,200
Large Identity Sign - 30 min per/ graffiti removal	1	Each	0.8	\$35	52	\$1,820
Materials and Supplies -		Allowance		\$585	1	\$585
Vehicle - Mileage \$.70/mile	14	Miles		\$10	52	\$520
Equipment - Pressure Washer \$.70 / mile	14	Miles		\$10	52	\$520
Excessive trash and dumping		Allowance		\$500	12	\$6,000
Encampment removal		Allowance		\$500	12	\$6,000
Landscaping (cost estimates from Landscape contractor)	7,880	Sq Ft		\$235	52	\$12,194
Weed Abatement-Outside of landscape area		Allowance		\$1,000	12	\$12,000
Vandalism - Plant and irrigation repairs		Allowance		\$500	12	\$6,000
Tree trimming- ( Cost may vary according to tree type and size)	14	Each		\$2,520	1	\$2,520
Regulatory Sign ( Clean and repair and replace as needed)	38	Each	9.5	\$413	4	\$1,652
Wayfinding Sign ( Clean and repair and replace as needed)	13	Each	3.3	\$141	4	\$565
Column Light( Clean and repair and replace as needed)	18	Each	4.5	\$196	4	\$783
<b>TOTAL COST</b>						<b>\$69,671</b>
15% Admin Fee						<b>\$10,451</b>
<b>Combined Total</b>						<b>\$80,122</b>

**Indio**

<b>CV Link Assets</b>	<b>Indio</b>	<b>Unit</b>	<b>HR</b>	<b>\$</b>	<b>Frequency (Weeks Per Year)</b>	<b>Total</b>
0.00	7.1 37,657	Miles Lin Ft				
Access Point	5	Each				
Bench - 15 mins per at \$43.47/ travel 3 mins/mile	10	Each	3	\$130	52	\$6,760
Bike Rack -10 mins per at \$43.47/ travel 3 mins/mile	12	Each	3	\$130	12	\$1,560
Map Kiosk- 10 mins per/\$/ travel 4.5 mins per	5	Each	1.5	\$65	52	\$3,380
Interpreter Kiosk- 10 mins per/\$43.47/ travel 3 mins/mile	3	Each	1	\$44	52	\$2,288
Shade Structure with Solar Panels & USB Charger	9	Each	6.75	\$293	4	\$1,172
Trash/Recycling Receptacle- 10 mins per receptacle/ travel/3 mins per mile	6	Each	1.25	\$57	52	\$2,964
Small Identity Sign- 30 mins per/ graffiti removal	17	Each	8.5	\$369	52	\$19,188
Large Identity Sign - 30 min per/ graffiti removal	0	Each		\$0	52	\$0
Materials and Supplies -		Allowance		\$585	1	\$585
Vehicle - Mileage \$.70/mile	10	Miles		\$7	52	\$364
Equipment - Pressure Washer \$.70 / mile	10	Miles		\$7	52	\$364
Excessive trash and dumping		Allowance		\$500	12	\$6,000
Encampment removal		Allowance		\$500	12	\$6,000
Landscaping (cost estimates from Landscape contractor)	12,390	Sq Ft		\$369	52	\$19,188
Weed Abatement-Outside of landscape area		Allowance		\$1,000	12	\$12,000
Vandalism - Plant and irrigation repairs		Allowance		\$500	12	\$6,000
Tree trimming- ( Cost may vary according to tree type and size)	20	Each		\$3,600	1	\$3,600
Regulatory Sign ( Clean and repair and replace as needed)	111	Each	28	\$1,206	4	\$4,825
Wayfinding Sign ( Clean and repair and replace as needed)	30	Each	7.5	\$326	4	\$1,304
Column Light( Clean and repair and replace as needed)	58	Each	14.5	\$630	4	\$2,521
<b>TOTAL COST</b>						<b>\$101,883</b>
<b>15% Admin Fee</b>						<b>\$15,282</b>
<b>Combined Total</b>						<b>\$117,165</b>

## Coachella

CV Link Assets	COACHELLA	Unit	HR	\$	Frequency (Weeks Per Year)	Total
	5.8	Miles				
	30,571	Lin Ft				
Access Point	6	Each				
Bench - 15 mins per at \$43.47/ travel 3 mins/mile	13	Each	4	\$174	52	\$9,048
Bike Rack -10 mins per at \$43.47/ travel 3 mins/mile	8	Each	2	\$87	12	\$1,044
Map Kiosk- 10 mins per/\$/ travel 4.5 mins per	5	Each	1.5	\$65	52	\$3,380
Interpreter Kiosk- 10 mins per/\$43.47/ travel 3 mins/mile	3	Each	1	\$44	52	\$2,288
Shade Structure with Solar Panels & USB Charger	5	Each	3.75	\$163	4	\$652
Trash/Recycling Receptacle- 10 mins per receptacle/ travel/3 mins per mile	6	Each	1.3	\$57	52	\$2,964
Small Identity Sign- 30 mins per/ graffiti removal	9	Each	5	\$217	52	\$11,284
Large Identity Sign - 30 min per/ graffiti removal	0	Each		\$0	52	\$0
Materials and Supplies -		Allowance		\$585	1	\$585
Vehicle - Mileage \$.70/mile	12	Miles		\$9	52	\$442
Equipment - Pressure Washer \$.70 / mile	12	Miles		\$9	52	\$442
Excessive trash and dumping		Allowance		\$500	12	\$6,000
Encampment removal		Allowance		\$500	12	\$6,000
Landscaping (cost estimates from Landscape contractor)	2,710	Sq Ft		\$114	52	\$5,928
Weed Abatement-Outside of landscape area		Allowance		\$1,000	12	\$12,000
Vandalism - Plant and irrigation repairs		Allowance		\$500	12	\$6,000
Tree trimming- ( Cost may vary according to tree type and size)	32	Each		\$5,760	1	\$5,760
Regulatory Sign ( Clean and repair and replace as needed)	37	Each	9.25	\$402	4	\$1,608
Wayfinding Sign ( Clean and repair and replace as needed)	11	Each	2.75	\$120	4	\$478
Column Light( Clean and repair and replace as needed)	35	Each	8.75	\$380	4	\$1,521

TOTAL COST

**\$77,424**

15% Admin Fee

**\$11,614**

Combined Total

**\$89,038**

**Shared Services Contract  
Between  
Desert Recreation District and the Coachella Valley Association of Governments  
for Maintenance and Operations of the CV Link**

This Services Contract ("Contract") is made and effective as of **July 1, 2025**, between and by Desert Recreation District ("District") and the Coachella Valley Association of Governments ("CVAG") for maintenance and operations of the CV Link.

**RECITALS**

WHEREAS, the Coachella Valley Association of Governments (hereinafter "CVAG") is a joint powers authority ("JPA") formed in 1973 with the purpose of coordinating and improving the planning and delivery of governmental responsibilities common to all member entities within the local region. CVAG consists of representatives of ten cities, one county, and four Native American tribes; and

WHEREAS, the Desert Recreation District (hereinafter the "District") is a public agency duly constituted body corporate and politic of the State of California established pursuant to Division 5, Chapter 4, of the Public Resources Code (Section 5780 et seq.); and

WHEREAS, the CV Link project includes approximately forty miles of Class I and Class IV multi-use path largely aligned along the Whitewater River Channel that serves as a stormwater conveyance facility for the valley. The CV Link has been constructed in the cities of Palm Springs, Cathedral City, Palm Desert, La Quinta, Indio, and Coachella, and also includes a limited number of on-street segments in Palm Springs and Palm Desert. The CV Link is designed for pedestrian mobility, bicycles, and low speed neighborhood electric vehicles such as golf carts, and it extends from Highway 111 and the Chino Wash in North Palm Springs to Airport Boulevard in the City of Coachella; and

WHEREAS, CVAG has the authority and expertise to plan, design, and construct the CV Link on behalf of its member jurisdictions and partners to fulfill the project envisioned in the 2016 CV Link Conceptual Master Plan; and

WHEREAS, the District has the authority and expertise to develop and manage recreation programs and in implementing and maintaining public works projects; and

WHEREAS, CVAG needs to operate the CV Link and maintain the CV Link to fulfill the project envisioned in the 2016 CV Link Master Plan; and

WHEREAS, CVAG desires to contract with the District to utilize the District capability and expertise to provide operations and maintenance services as set forth herein, thereby assisting CVAG in its obligations for the same;

NOW THEREFORE, CVAG and the District agree as follows:

1. CVAG hereby retains the District to serve as an Operations and Maintenance Contractor and to provide such staff as may be necessary to fulfill the management needs and requirements of CVAG and the District agrees to provide such services as outlined in the

Scope of Work attached hereto and incorporated herein by this reference as "Exhibit A" all upon the terms set forth below. The District's actions pursuant to this Contract shall be consistent with the 2016 CV Link Conceptual Master Plan as determined by the District or as may be specified in writing by CVAG. District will begin providing maintenance and operation services within 60 days from the execution of this agreement.

2. The District's General Manager, acting either individually or through such personnel as they should designate, shall be designated as the Operations and Maintenance Contractor for CVAG, and shall administer, coordinate and supervise operations and maintenance activities as set forth in this Agreement. The Operations and Maintenance Contractor will provide to CVAG a monthly report of operations and maintenance activities performed for and on the CV Link.
  - a. The District hereby assigns the Assistant General Manager, Troy Strange to act as the liaison between the District and CVAG.
  - b. CVAG hereby assigns Tom Kirk, Executive Director, or designee, to act as the liaison between CVAG and the District.
3. Termination: This Services Contract shall commence effective **July 1, 2025** and continue until **June 30, 2027**. Thereupon, the Parties may extend the term of the Contract for up to one year upon written agreement with an adjustment of cost as agreed between the parties.. During any subsequent term, this contract may be terminated by either party upon giving the other party three (3) months written notice.
4. Compensation: This contract is for a not-to-exceed amount of **\$600,000 annually**, paid on a time and materials basis and inclusive of vehicle and equipment purchases or leases. In consideration of the District's performance of the services of Operations and Maintenance Contractor as set forth in Sections 1 through 3 above, CVAG shall pay to the District the costs and sums specified in Exhibit "B" (attached hereto and incorporated herein by this reference) and including but not limited to the actual cost of materials, labor and equipment. The District shall submit to CVAG a budget for the services of the Operations and Maintenance Contractor per work orders issued by CVAG staff. The District shall not exceed the amount of this Agreement without prior written approval by the CVAG Executive Director. The costs specified in Exhibit "B" shall be modified based upon the assets managed, as well as inflation and the CVAG approved budget. Any modifications of the sums shall be approved in writing by CVAG and the District. Such costs and sums shall be paid at the times and in the manner specified in Exhibit "B". In the event of the early termination of this Contract during a payment month pursuant to Section 3 above, CVAG shall, with respect to fixed compensation amounts such as personnel, salaries and general overhead charges, pay the District a pro rata proportion of the monthly payment represented by the proportion of days of the payment month which this Contract remains in effect. Such payment shall reflect any approved modifications.
5. Work Plans. As indicated in the Scope of Work identified in Exhibit "A," it is understood by both parties that work plans and accompanying budgets will be prepared by the District and submitted for review and acceptance by CVAG staff. Work orders submitted by CVAG will be reviewed by the District and a cost estimate will be prepared for the requested work to be performed. Work orders will not be scheduled for completion until CVAG has approved the estimated costs associated with the CVAG requested work orders as prepared by the

District.

6. Vehicle/Equipment Purchase, Use, Maintenance and Ownership. It is understood by the parties that vehicles and other equipment necessary to perform the services of Operations and Maintenance Contractor pursuant to the terms of this Contract and as provided for in any approved budget and work plan shall be provided by the District. Any vehicles or other equipment purchased, leased, or otherwise paid for by the District with District funds shall be owned by the District. Maintenance of the vehicles and other equipment purchased or leased, and used by the District to perform the services of Operations and Maintenance Contractor shall be performed by the District. It is further understood that any vehicles or other equipment purchased through this Contract shall be used by the District solely in connection with the performance of the services to be provided pursuant to this Contract unless otherwise authorized in writing by CVAG. District shall invoice CVAG for the cost of the maintenance work provided on vehicles purchased or leased through this Contract. CVAG agrees to reimburse the District for the cost of this maintenance work at the times and in the manner specified for other work performed pursuant to this Contract. Upon termination of this Contract, the District shall transfer to the CVCC any vehicles and/or other equipment purchased for use solely under this Contract within thirty (30) calendar days. CVAG shall assist the District with obtaining a secure Corporate Yard for the storage of said vehicles and equipment at CVAG's sole expense.
7. Independent Contractor. CVAG retains the District on an independent contractor basis. District is not, and shall not be considered to be in any manner, an employee of CVAG. Any personnel or subcontractor performing the services under this Contract on behalf of District shall at all times be under District's exclusive direction and control. District shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services and as required by law. District shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and worker's compensation insurance.
8. Qualified Personnel. The District will use its best efforts to hire and utilize highly qualified professional personnel and subcontractors.
9. Indemnification. Except for any negligent act, error or omission arising out of District's performance of services during the term of this Contract, CVAG shall indemnify and hold harmless the District, its board, officers, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon the services of the District, its board, officers, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Contract. CVAG shall defend, at its sole expense, including all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the District, its board, officers, elected and appointed officials, employees, agents and representatives in any such claim or action.

The District shall indemnify and hold harmless CVAG, its board, officers, elected and appointed officials, employees, agents and representatives from any liability for any negligent act, error or omission arising out of District's performance of services during the term of this Contract. District shall defend, at its sole expense, including all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, CVAG, its board, officers, elected and appointed officials, employees, agents and representatives in any such claim or action.

CVAG will bear responsibility to conduct all safety inspections of CV Link infrastructure as required by their insurance provider. District shall be solely responsible for providing a safe work place, and compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law.

10. Insurance. Throughout the term of this Agreement, District shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to CVAG the following:
  - a. General Liability Coverage. District shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to CVAG.
  - b. Automobile Liability Insurance. District shall maintain self-insurance or a program of self-insurance covering automobile covering bodily injury and property damage for all activities of District arising out of or in connection with activities or services to be performed under this Agreement. Evidence of such coverage shall be provided to CVAG.
  - c. Workers' Compensation Insurance. District shall maintain self-insurance for Workers' Compensation Insurance (Statutory Limits) and Employer's Liability. Evidence of such coverage shall be provided to CVAG.
11. Conflict of Interest. The District shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services provided under this Contract.
12. Administration. The Executive Director of CVAG (or designee) shall administer this Contract on behalf of CVAG.
13. Assignment. This Contract shall not be assigned by CVAG or the District, either in whole or in part. Any assignment or purported assignment of this Contract without the prior written consent of the other party will be deemed void and of no force or effect.
14. License and Certification. District verifies upon execution of this Contract, possession of all required current and valid licenses in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit "A", and that said services will be performed by properly trained and licensed staff and subcontractors.
15. Jurisdiction, Venue, Attorneys Fees. This Contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriated courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.
16. Notice. A party giving notice as required in the Contract shall provide for personal delivery of such notice or shall send such notice by United States mail, postage prepaid, to the agent and address of the other party as set forth below:

To CVAG:

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

To the District:

General Manager  
DESERT RECREATION DISTRICT  
45-305 Oasis Street  
Indio, CA 92201

17. Entire Agreement. This Contract represents the entire agreement between the parties with respect to personnel and subcontractors provided by the District to CVAG and shall be effective as of **July 1, 2025**. As indicated in the Scope of Work identified in Exhibit "A," it is understood that the Scope of Work will need to be amended if the amount of assets to be managed increases, CVAG requires increased levels of services, and as other services may be required by CVAG. Therefore, any amendment or modification of the provisions of this Contract including any amendment to the Scope of Work identified in Exhibit "A," must be in writing and signed by each of the parties hereto.
18. Severability. If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
19. This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the combined signed pages constituting one completely executed document.
20. 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.

**SIGNATURES ON NEXT PAGE**

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

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

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

**DESERT RECREATION DISTRICT**

By: \_\_\_\_\_  
Kevin Kalman, General Manager

**Exhibit "A"**  
**Scope of Work for Operations and Maintenance of the CV Link**

This Scope of Work describes the tasks to be performed by the Desert Recreation District (the "District") on the CV Link project per the attached Letter of Intent dated May 5, 2025. The District will serve as a contractor to CVAG for the day-to-day maintenance of the CV Link.

**Exhibit "B"**

Compensation shall be paid to the District by CVAG for the items listed below:

1. The actual costs of salary and benefits for District staff members (attached below), under the direction of the General Manager, to provide services as Maintenance Contractor of CVAG and such other staff services as may be required, in such amounts as shall be set forth in the budget of CVAG for CV Link operations and maintenance, and as said budget may from time to time be amended by CVAG;
2. A sum for general overhead expenses equal to fifteen percent (15%) of the total direct costs paid pursuant to Section 1 of this Exhibit and including but not limited to materials needed to complete the work order. The general overhead rate shall not apply to the cost for vehicles, equipment, and items classified as fixed assets (i.e.; single purchase items with a value greater than \$5,000 and life expectancy of greater than one year);
3. The District shall periodically, but no more frequently than monthly nor less frequently than quarterly provide an invoice to CVAG itemizing charges for the billing period. CVAG shall provide prompt payment within thirty (30) days of receipt of said invoice to the District by means of electronic fund transfer or check from CVAG accounts to the District.

Desert Recreation District Maintenance and Repair Hourly Rates:

<b>Job Classification</b>	<b>Salary</b>	<b>Benefits</b>	<b>Total</b>
Maintenance Worker I	\$ 26.67	\$ 15.31	\$ 41.98
Maintenance Worker II	\$ 28.72	\$ 15.98	\$ 44.69
Senior Maintenance Worker	\$ 31.70	\$ 16.89	\$ 48.59
Maintenance Supervisor	\$ 37.68	\$ 18.77	\$ 56.45
Project Manager	\$ 42.63	\$ 15.78	\$ 58.41
Superintendent	\$ 48.23	\$ 22.05	\$ 70.28

The rates are labor costs only and do not include material and equipment costs. There is a 15% administration fee applied to all direct costs for services.

**ITEM 8F**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



**STAFF REPORT**

**Subject:** City of Rancho Mirage Participation in CV Sync

**Contact:** Jonathan Hoy, Director of Transportation ([jhoy@cvag.org](mailto:jhoy@cvag.org))

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**Recommendation:** Authorize the Executive Director to execute a Multi-Agency Participating Agreement with the City of Rancho Mirage for inclusion into the CV Sync regional signal synchronization program

**Background:** CV Sync is a regional initiative to modernize and interconnect traffic signal systems across the Coachella Valley. The program will provide seamless corridor-level synchronization, enhanced mobility, and smart city readiness through the deployment of standardized hardware, advanced software, and intelligent transportation system (ITS) infrastructure.

Phase 1 improvements of CV Sync on Highway 111, Ramon Road, and Washington Street, were completed last year and are currently being managed by CVAG. Phase 2 is currently under construction, which will add 21 additional regional corridors when it is complete in Spring 2026. CV Sync improvements include the build-out of communications infrastructure, replacement of signal equipment, implementation of advanced signal management systems, introduction of real-time monitoring, connected vehicle infrastructure, pan/tilt/zoom (PTZ) cameras, and adaptive signal control capabilities—all coordinated through a centralized Regional Traffic Management Center (RTMC).

On February 26, 2018, the Executive Committee approved the CV Sync Multi-Agency Participating Agreement, which moved the program forward in eight of the nine Coachella Valley cities and in unincorporated Riverside County. At that time, the City of Rancho Mirage was in the middle of its own city-wide synchronization program, which was tied to federal funding, and there were concerns from the City about making changes mid-project. As a result, the City of Rancho Mirage opted not to participate in the CV Sync program. Despite not being an official participant, the city has remained actively involved in CVAG's Traffic Systems Management and Operations (TSMO) Committee, which facilitates technical discussions and coordination between the CV Sync system and member agencies.

In recent years, the collaboration has grown stronger. At the February 2025 meeting of the Executive Committee, CVAG staff highlighted the move of CVAG's RTMC to the City's Public Works facility in Thousand Palms. CVAG and City staff also partnered on a joint grant application in May, seeking \$10.3 million in funding from the Southern California Association of Governments (SCAG) for the City's Phase 2 synchronization project.

On June 18, 2025, in recognition of the ongoing collaboration between the agencies and the City's desire to expand traffic signal synchronization throughout the city, the Rancho Mirage City Council unanimously approved the City's participation in CV Sync and authorized the City Manager to execute the participation agreement. CVAG staff is now recommending the Executive Committee

also authorize the agreement. Under this agreement, CVAG will take the lead in securing funding, designing timing plans, updating software and hardware, and staffing the regional traffic management center.

The integration of Rancho Mirage into CV Sync brings several long-term benefits, including operational cost savings, enhanced regional coordination and improved system performance. The CV Sync program has already proven effective in managing scheduled events such as the tennis tournament and music festivals, as well as unexpected utility work and traffic disruptions. With the inclusion of Rancho Mirage, CV Sync will now include all nine cities in the Coachella Valley, along with the County of Riverside and Caltrans, as participating agencies.

Staff recommends that the Executive Committee approve the attached participation agreement between the City of Rancho Mirage and CVAG. Rancho Mirage Council's decision occurred after the June meeting of CVAG's Transportation Committee, which meant this item was not included on the Transportation Committee agenda. Once the scope of work has been determined, staff will return to the Transportation and Executive Committees to authorize the proposed work.

**Fiscal Analysis:** Approval of this Multi-Agency Participating Agreement with the City of Rancho Mirage will have no fiscal impact at this time. CVAG staff will coordinate with City staff to outline the next steps required to integrate city signals into the CV Sync system, and then return to CVAG's committees to authorize the proposed next steps.

**Attachment:** Draft Participation Agreement

**MULTI-AGENCY PARTICIPATING AGREEMENT FOR COACHELLA VALLEY  
REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM**

**THIS PARTICIPATING AGREEMENT** (Agreement), is effective this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Coachella Valley Association of Governments (CVAG), 74199 El Paseo STE 100, Palm Desert, CA 92260, a California joint powers agency (herein referred to as "LEAD AGENCY") and the City of Rancho Mirage (the "CITY").

**RECITALS:**

**WHEREAS**, the LEAD AGENCY in cooperation with 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, and County of Riverside, a political subdivision of the State of California (hereinafter collectively referred to as "PARTICIPATING AGENCIES", and individually as "PARTICIPATING AGENCY") are working cooperatively together to synchronize traffic signals across multiple jurisdictional boundaries as a part of the Coachella Valley Regional Traffic Signal Synchronization Program (hereinafter referred as "PROGRAM") including establishing traffic signal parameters and timing; and developing signal timing synchronization plans for the project corridors defined in the Coachella Valley Traffic Signal Interconnect Master Plan; and

**WHEREAS**, the LEAD AGENCY in cooperation with the PARTICIPATING AGENCIES are cooperatively promoting, demonstrating, and integrating inter-agency traffic signal synchronization, Intelligent Transportation Systems (ITS) technologies, and transportation management programs to improve safety, multi-modal mobility, the environment, and enhance health and quality of life in the Coachella Valley; and

**WHEREAS**, the LEAD AGENCY in cooperation with the PARTICIPATING AGENCIES will develop inter-agency policies, guidelines, and responsibilities, and formalize procedures to manage, implement, maintain, operate, and update traffic signal synchronization, intelligent transportation systems and transportation management programs throughout the Coachella Valley; and to plan and prepare upcoming integration of

connected/autonomous/automated vehicles and smart cities technologies to maximize regional transportation corridor capacity, and improve multi-modal efficiency, safety, environment, and enhance health and quality of life in the Coachella Valley; and

**WHEREAS**, the LEAD AGENCY in cooperation with the PARTICIPATING AGENCIES will create a Transportation Systems Management and Operations (TSMO) Sub-Committee to develop minimum equipment standards (hardware and software), and define responsibilities and procedures to implement the PROGRAM. The TSMO will report to the LEAD AGENCY's Transportation Technical Advisory Sub-Committee (TTAS). The TSMO shall initially meet as needed to review the operating characteristics of the PROGRAM. The TSMO shall be comprised of the Transportation Engineer of LEAD AGENCY, or his/her designee, and the various PARTICIPATING AGENCIES' Traffic Engineers, or their designated representatives, and any other individual mutually agreed to by the parties; and

**WHEREAS**, the LEAD AGENCY and PARTICIPATING AGENCIES agree that the LEAD AGENCY shall establish and fund, design, implement, operate, maintain, and manage a Regional Traffic Management Center (TMC); and Sub-Regional Data Aggregation Centers (DACs) as defined in the Coachella Valley Traffic Signal Interconnect Master Plan. The LEAD AGENCY shall establish, fund, design and implement Local TMCs to be operated, maintained and managed by the PARTICIPATING AGENCIES; and

**WHEREAS**, the LEAD AGENCY will consider providing regional transportation funding to all approved corridor PROGRAM projects identified in the Coachella Valley Traffic Signal Interconnect Master Plan consistent with the Transportation Project Prioritization Study (TPPS) funding process for implementation of inter-agency signal synchronization, transportation management systems, and ITS technologies; and

**WHEREAS**, for an agency to be considered as participating, it must accomplish three criteria: It must provide an active representative to the TSMO; it must purchase ITS equipment consistent with the TSMO menu of approved hardware and software for constructed PROGRAM corridors; and it must agree to synchronize its multi-jurisdictional signal timing with adjacent PARTICIPATING AGENCIES; and

**WHEREAS**, this Agreement defines the specific terms, conditions, and funding

responsibilities between the LEAD AGENCY and the undersigned CITY for the implementation of the PROGRAM.

**NOW, THEREFORE**, it is mutually understood and agreed by LEAD AGENCY and the PARTICIPATING AGENCY as follows:

## **ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this Agreement between LEAD AGENCY and CITY and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. LEAD AGENCY's failure to insist on any instance(s) of PARTICIPATING AGENCIES' performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of LEAD AGENCY's right to such performance or to future performance of such term(s) or condition(s), and PARTICIPATING AGENCIES's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon LEAD AGENCY except when specifically confirmed in writing by an authorized representative of LEAD AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. PARTICIPATING AGENCY'S failure to insist on any instance(s) of LEAD AGENCIES' performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of PARTICIPATING AGENCY'S right to such performance or to future performance of such term(s) or condition(s), and LEAD AGENCY'S obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING AGENCIES except when specifically confirmed in writing by an authorized representative of PARTICIPATING AGENCIES by way of a written amendment to

this Agreement and issued in accordance with the provisions of this Agreement.

## **ARTICLE 2. RESPONSIBILITIES OF LEAD AGENCY**

The LEAD AGENCY agrees to the following responsibilities for the PROGRAM:

A. To fund, plan, design, implement the PROGRAM; operate, maintain and manage the Sub-Regional DACs and Regional TMC. The PROGRAM, as distinct from actual traffic signals, would include construction of Master Plan projects, procurement of hardware and software, and hosting of the TSMO.

B. To provide annual funding for procurement and updating of hardware and software for signal synchronization, including ITS elements, Local TMCs, Sub-Regional DACs, and a Regional TMC.

C. To provide and file all documentation necessary to comply with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) regulations for PROGRAM.

D. To track PROGRAM funds allocated to regional arterials that are in the signal synchronization program and report them back to the PARTICIPATING AGENCIES.

E. To create and maintain a Transportation Systems Management and Operations (TSMO) Sub-Committee that will report to CVAG's Transportation Technical Advisory Sub-Committee (TTAS). The purpose of the TSMO is to develop minimum equipment standards (hardware and software), and define responsibilities and procedures to implement and operate Coachella Valley intelligent transportation systems including inter-agency signal synchronization, arterial management systems, special events management systems, integrated corridor management systems, and ITS technologies; and to develop, oversee, manage, maintain, and update the Regional Traffic Signal Synchronization Operations and Maintenance Manual. The TSMO shall monitor the participation of its membership and make a finding, if necessary, that a PARTICIPATING AGENCY has become non-participating. The finding will be forwarded to CVAG's Executive Committee for action. Any non-participating Agency within the Coachella

Valley is encouraged to participate in the TSMO with a non-voting status.

F. To pursue additional funding for the implementation of future phases of the PROGRAM.

G. To distribute traffic data information and video images/streams to PARTICIPATING AGENCIES in real time to increase the efficiency of the Coachella Valley transportation system. Traffic data and traffic video/image streams to the Regional TMC and Sub-Regional DACs shall only be used for congestion monitoring, traffic management, traffic synchronization, special event management, incident management and integrated corridor management.

H. To collect all data necessary to provide proposed optimized timing plans including, but not limited to, manual intersection all movement counts, and 24-hour/7-day automated machine traffic counts with pedestrian, bicyclists, and vehicle classifications.

I. To develop the TSMO Operations and Maintenance Manual that will provide technical, maintenance and operations responsibilities, procedures, and requirements to manage, procure, implement, maintain, upgrade, and operate the PROGRAM.

J. As Master Plan Corridors are constructed, to develop and implement initial timing plans optimized for signal synchronization. Traffic counts on newly synchronized corridors will remain unofficial for one year or until phasing and timing adjustments are finalized. The moratorium on official counts would extend to one year after the timing and phasing finalization of an adjacent or cross corridor constructed in a subsequent PROGRAM phase.

K. To prepare "Before and After Studies" when new signal timing plans are incorporated along corridors for inter-agency signal synchronization, as necessary to measure and report the effectiveness of signal timing changes.

L. To provide training to PARTICIPATING AGENCIES for various intelligent transportation systems including inter-agency signal synchronization, arterial management systems, special events management systems, integrated corridor management systems, and ITS technologies, including hardware and software.

M. To provide training to PARTICIPATING AGENCIES on the next generation of intelligent transportation technologies and programs, including connected/autonomous/automated vehicles and smart cities technologies and provide updates as advances are made in these areas.

N. To share traffic data for the purpose of integrating connected/autonomous/automated

vehicle and smart cities technologies.

### **ARTICLE 3. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

PARTICIPATING AGENCIES agree to the following responsibilities for the PROGRAM:

A. To adopt the Coachella Valley Traffic Signal Interconnect Master Plan.

B. To provide a technical representative to meet and participate as a member of the PROGRAM's TSMO Committee.

C. To authorize the LEAD AGENCY to manage, procure, implement and maintain all aspects of the PROGRAM. The PROGRAM, as distinct from the actual traffic signals, would include construction of the Master Plan projects, procurement of hardware and software, and hosting of the TSMO.

D. To maintain full control of operations and maintenance of their traffic signals, including traffic signal controllers, ITS technologies and traffic signal communications. Multi-jurisdictional traffic signal timing and traffic signal communications revisions, ITS equipment and software replacement and/or upgrades on Master Plan constructed corridors shall be coordinated and approved by the TSMO prior to making changes. The parties understand and agree that Participating Agencies shall have the ability to review and approve or deny proposed traffic signal synchronization plans within their jurisdictional boundaries.

E. To share real-time arterial and intersection traffic data and traffic video images/streams with LEAD AGENCY and PARTICIPATING AGENCIES.

F. To share real-time traffic video images/streams for viewing only by other agencies for the purpose of the PROGRAM. Recording of shared traffic video images/streams shall not be allowed by PARTICIPATING AGENCY'S transportation staff and shall only be used for PARTICIPATING AGENCY'S law enforcement purposes consistent with local jurisdiction policy.

G. To authorize the LEAD AGENCY to share travel information to the public and media via mobile applications.

H. To authorize the LEAD AGENCY to share traffic data including Signal Phasing and

Timing (SPaT) to the automobile industry or their representatives for integration of connected/autonomous/automated vehicles.

I. To waive fees associated with any permits for the design, installation, testing, commissioning, operations, and maintenance of the PROGRAM.

J. To allow LEAD AGENCY, or designated representative, to access PARTICIPATING AGENCIES' signal controllers, signal communication systems, traffic management system, arterial management systems, video management systems, and other ITS technologies (hardware and software) to construct the PROGRAM projects.

#### **ARTICLE 4. DELEGATED AUTHORITY**

The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this Agreement are delegated to their respective City Manager, or County Transportation Director, as may be applicable, or their designee(s), and the actions required to be taken by LEAD AGENCY in the implementation of this Agreement are delegated to LEAD AGENCY's Executive Director or designee.

#### **ARTICLE 5. INDEMNIFICATION**

A. To the fullest extent permitted by law, each PARTICIPATING AGENCY shall defend (at PARTICIPATING AGENCY's sole cost and expense with legal counsel reasonably acceptable to LEAD AGENCY), indemnify, protect, and hold harmless LEAD AGENCY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and reasonable attorney fees (collectively "Claims"), alleged to be caused by the negligent acts, omissions or willful misconduct of the respective PARTICIPATING AGENCY, its officers, directors, employees or agents in connection with or arising out of its performance of this Agreement, including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCY' employees included); for damage to property, including property

owned by LEAD AGENCY; or from any violation of any federal, state, or local law or ordinance.

B. To the fullest extent permitted by law, LEAD AGENCY shall defend (at LEAD AGENCY's sole cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify, protect, and hold harmless PARTICIPATING AGENCIES, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and reasonable attorney fees (collectively "Claims") alleged to be caused by the negligent acts, omissions or willful misconduct of LEAD AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement, including but not limited to Claims arising from injuries to or death of persons (LEAD AGENCY' employees included); for damage to property, including property owned by PARTICIPATING AGENCIES; or from any violation of any federal, state, or local law or ordinance.

C. The indemnification, hold harmless and defense obligations of this Agreement shall survive its expiration or termination.

## **ARTICLE 6. ADDITIONAL PROVISIONS**

A. LEAD AGENCY and PARTICIPATING AGENCIES shall comply with all applicable federal, state, and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROGRAM.

B. **Legal Authority:** LEAD AGENCY and PARTICIPATING AGENCIES hereto consent that they are authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

C. **Severability:** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law

provided that the fundamental objectives of this Agreement are not materially impaired.

**D. Counterparts of Agreement:** This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. The parties hereto agree to the use of electronic signatures.

**E. Governing Law:** The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

**F. Dispute Resolution:** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rata share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Riverside County.

**G. Litigation fees:** Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party.

This Agreement shall be made effective upon execution by all Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first written above.

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**CITY OF RANCHO MIRAGE:**

**COACHELLA VALLEY ASSOCIATION  
OF GOVERNMENTS:**

By: \_\_\_\_\_  
Isaiah Hagerman, City Manager  
City of Rancho Mirage, California

By: \_\_\_\_\_  
Ted Weill  
Chairman

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kristie Ramos, City Clerk  
City of Rancho Mirage, California

By: \_\_\_\_\_  
General Council

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Colin Kirkpatrick, City Attorney  
City of Rancho Mirage, California

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

Dated: \_\_\_\_\_


Dated: \_\_\_\_\_

**ITEM 9a**

**2024/2025 EXECUTIVE COMMITTEE ATTENDANCE ROSTER**



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

Absent   
 No Meeting -  
 Present ✓

# COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS SCHEDULE OF MEETINGS

## FISCAL YEAR 2025/2026



STANDING COMMITTEES & GOVERNING BODIES	DAY	TIME	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
EXECUTIVE COMMITTEE	Last Monday	4:30 p.m.	-	-	29	-	H Dec 1	-	26	23	-	27	H June 1	29
TRANSPORTATION COMMITTEE	1 <sup>st</sup> Monday	10:00 a.m.		-	H Aug 25	-	3	-	5	2	-	6	4	1
ENERGY AND SUSTAINABILITY COMMITTEE	2 <sup>nd</sup> Thursday	12:00 p.m.	-	-	11	-	13	-	8	12	-	9	14	11
PUBLIC SAFETY COMMITTEE	2 <sup>nd</sup> Monday	9:00 a.m.	-	-	8	-	10	-	12	9	-	-	11	8
HOMELESSNESS COMMITTEE	3 <sup>rd</sup> 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 <sup>nd</sup> Thursday	10:30 a.m.	-	-	11	-	13	-	8	12	-	9	14	11
DESERT COMMUNITY ENERGY	3 <sup>rd</sup> 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	27	24	-	26	23	30	27	H -	22*

H = Holiday    \* = Special Meeting

AGENDAS CAN BE FOUND AT: [www.cvag.org](http://www.cvag.org).

UPDATED: June 18, 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 9C**

# Coachella Valley Association of Governments Executive Committee

June 30, 2025



## **STAFF REPORT**

**Subject:** Update on Regional Pavement Management Analysis

**Contact:** Julie Mignogna, Transportation Program Manager ([jmignogna@cvag.org](mailto:jmignogna@cvag.org))

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### **Recommendation: Information**

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

In April 2024, the Executive Committee, at the recommendation of the Transportation Committee, directed the Executive Director to update the 2011 Pavement Management Analysis Report and return with policy recommendations for a Regional Pavement Management Program for CVAG's Regional Arterial Roadway Network. In June 2024, the Executive Committee approved a contract with Michael Baker International, Inc. (Michael Baker) to perform a detailed regional pavement condition evaluation of CVAG member agency arterial and collector roadway network and implement a modern and updated pavement management system. With this staff report, CVAG staff is providing an update on the analysis in anticipation of providing the final report later in the year.

The analysis evaluates the pavement conditions on the approximately 558 miles of the regional roadway network within the jurisdiction of the ten city and county CVAG members, implementing the AtlasView pavement management system with updated roadway details and conditions, and performing various 10-year scenario forecasting analyses to evaluate the impacts for different infrastructure maintenance investment strategies. The project also included implementation of the AtlasView Dashboard to facilitate transparency by enabling real-time access to CVAG's regional roadway network condition information.

In July 2024, the project team began the Pavement Management analysis update, and over the past 11 months CVAG has worked with public works directors and staff from Cities and the County to update the 2011 report and determine pavement conditions on all regional streets. The final 2025 Pavement Management Analysis Report will include details about the methodology used to perform pavement evaluations, proposed pavement management system implementation options, and the results of five 10-year investment scenario forecasting analyses that CVAG staff will use to prepare any policy recommendations.

The regional pavement condition evaluation was conducted in October 2024, and the results show that the average Pavement Condition Index (PCI) of the regional roads is 75.5 out of 100, which corresponds to a satisfactory condition category. The total estimated asset replacement cost of CVAG's roadway network is approximately \$1.5 billion, or \$2.7 million per mile. The 10-year investment scenario

forecasting analyses showed that CVAG member agencies would need to invest approximately \$21.9M annually, on average, to maintain a network-average PCI of 75.5; this is equivalent to an annual investment of 1.5% of the total asset value (replacement cost).

Table 1 below, provides the different condition categories, their respective PCI ranges, and the quantity of pavement area that was found in each condition category.

Condition Category	Area (Sq. ft.)	Percent of Network	PCI Range
<b>Good</b>	24,521,560.57	32.4%	PCI 86-100
<b>Satisfactory</b>	25,431,005.99	33.6%	PCI 71-85
<b>Fair</b>	15,689,580.40	20.7%	PCI 56-70
<b>Poor</b>	6,731,568.48	8.9%	PCI 41-55
<b>Very Poor</b>	2,740,092.68	3.6%	PCI 26-40
<b>Serious</b>	534,859.00	0.7%	PCI 11-25
<b>Failed</b>	100,178.00	0.1%	PCI 0-10

One of the objectives of the project was to increase transparency and facilitate easy access to roadway condition information for all member agencies. In addition to implementing a new pavement management system, Michael Baker is implementing AtlasView’s Dashboard (Dashboard) for CVAG. The dashboard is web-based and, when complete, will be able to be used by CVAG member jurisdictions when the project is completed. The dashboard is envisioned to provide real-time updates and provides an up-to-date pavement condition information of the regional roadway network.

The dashboard includes a color-coded map that shows the condition of the roadway network. Users can zoom in and select a specific street to learn about the condition of that street segment.

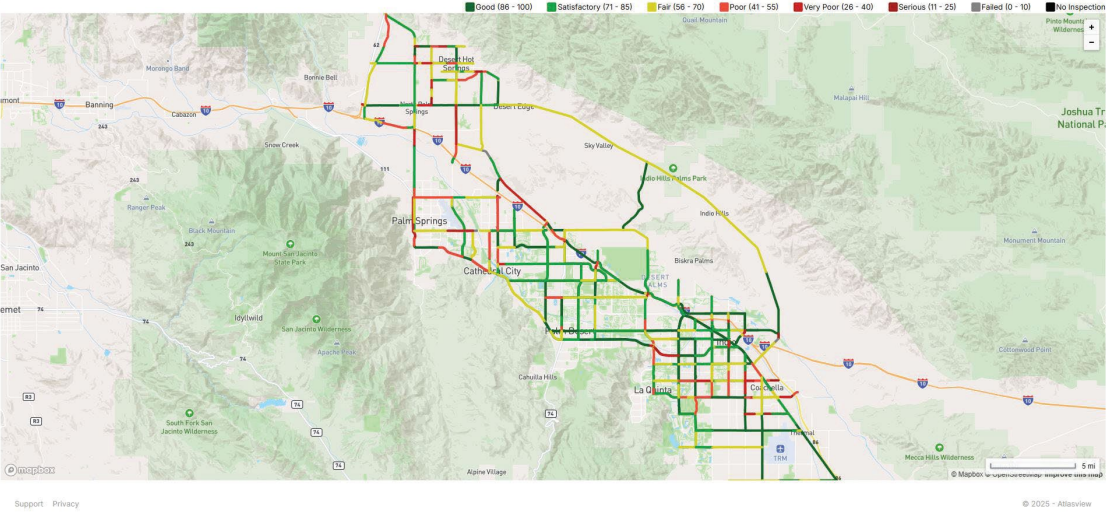


Figure 1. CVAG’s AtlasView Dashboard

Michael Baker performed pavement management analyses that includes five scenarios. These scenarios were analyzed for a 10-year period and show the expected roadway network condition as a result five distinct annual investment plans over the analysis period. The findings and observation of these analysis are highlighted below.

- Unlimited Budget:

- Average annual budget - \$35.85M (*this was \$27.8M/year over 5-years in the 2011 report*)
- Final PCI in 2034 - 98.65
- PCI change over the analysis period - 23.12
- Zero Budget (do nothing):
  - Average annual budget - \$0
  - Final PCI in 2034 - 38.14
  - PCI change over the analysis period - (37.39)
- Maintain Current Condition (PCI=75.5):
  - Average annual budget - \$22M
  - Final PCI in 2034 - 75.57
  - PCI change over the analysis period - 0.04
- Reach PCI = 80:
  - Average annual budget - \$26.9M
  - Final PCI in 2034 - 80.05
  - PCI change over the analysis period - 4.52
- Maintain PCI = 71 (Satisfactory Condition Category):
  - Average annual budget - \$18.16M
  - Final PCI in 2034 - 71.01
  - PCI change over the analysis period - (4.52)

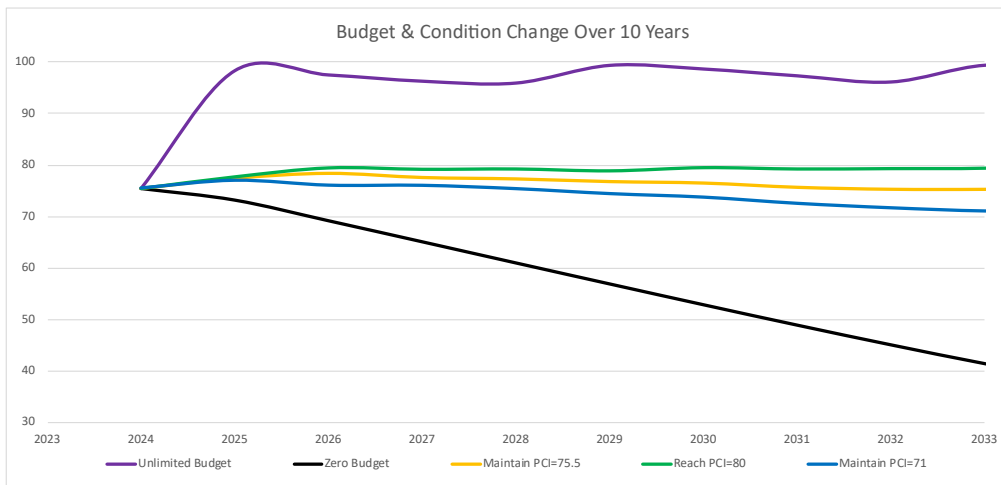


Figure 2. Budget and Condition Change Over 10 Years

Staff is providing this information as a preview to the report. CVAG staff is not making any recommendations at this time, and is currently analyzing the cost implications of the program. Staff is also exploring opportunities to fund the program. Staff will present the cost implication findings and 2025 Pavement Management Analysis Report to the CVAG Transportation Committee this fall.

**Fiscal Analysis:** There are no costs to CVAG for this informational update.

CVAG has authorized an agreement with Michael Baker International, Inc. for this work for an amount not-to-exceed amount of \$246,215, including contingency.

**ITEM 9d**

Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025



**STAFF REPORT**

**Subject:** Update on protecting participants at large street events

**Contact:** Erica Felci, Chief Operating Officer ([efelci@cvag.org](mailto:efelci@cvag.org))

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**Recommendation: Information**

**Background:** Large street events and community festivals can bring together a diverse crowd. Unfortunately, in recent months, a number of them have also been marred by tragedy.

In the early morning of New Year's Day, a man intentionally drove a pickup truck into a crowd of people who were celebrating on Bourbon Street in New Orleans' French Quarter. At least 14 people were killed and dozens of others were injured. In April 2025, 11 people were killed when a car drove into a crowd attending the Lapu-Lapu Day festival, a celebration of Filipino culture, in East Vancouver.

At the request of Public Safety Committee Chair Raymond Gregory, Cathedral City Police Deputy Chief Rick Sanchez and Palm Springs Police Sgt. Kevin Lu attended the June 9 meeting of the Public Safety Committee and provided members with an update on how local law enforcement prepare for crowd safety for street events.

**Fiscal Analysis:** There is no cost to CVAG for this presentation.

**ITEM 9e**

Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025



**STAFF REPORT**

**Subject:** Update on Proposed Amendments to South Coast Air Quality Management District's Rules 1111 & 1121 Phasing Out Gas Water Heaters & Furnaces

**Contact:** Jacob Alvarez, Program Manager ([jalvarez@cvag.org](mailto:jalvarez@cvag.org))

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**Recommendation: Information**

**Background:** In recent years, the South Coast Air Quality Management District (SCAQMD) developed proposed amendments to Rule 1111 (Reduction of Nitrogen Oxide Emissions from Natural-Gas-Fired, Fan Type Central Furnaces) and Rule 1121 (Control of Nitrogen Oxides from Residential Type, Natural Gas Fired Water Heaters). Initially, these rules phased out gas appliances in favor of electric alternatives, such as heat pumps. After receiving public input, the draft Rules 1111 & 1121 were revised to place the onus on manufacturers to shift towards electrification or other non-combustion technologies, rather than directly mandating changes for individual households. The Zero-Emission Manufacturer (ZEM) Alternative Compliance Option allowed manufacturers to meet their obligations by achieving sales targets for zero-NOx emission units, coupled with mitigation fees for any noncompliant units sold beyond the set target.

In April 2025, CVAG's Executive Committee, at the recommendation of the Energy & Sustainability Committee, voted to issue letters of concern about the proposed amendments. In addition to the potential costs of this transition on households and businesses, there were concerns regarding the possibility of manufacturers passing along mitigation fees to consumers through higher appliance costs. Despite an extended implementation timeline, uncertainties lingered regarding the electrical grid's capacity to handle increased demand from current residential and commercial users. Concerns also arose about the potential effectiveness of these policies if there's an increase in fossil fuels to power the grid, as well as the possibility of manufacturers removing appliance models from the California market due to the new regulations. CVAG's members were also interested in receiving more detailed research and information about the health benefits of these policies. CVAG staff also shared this information with members in order to provide members with opportunities to send in letters prior to the SCAQMD's vote.

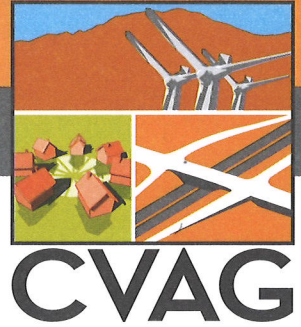
On June 6, 2025, the SCAQMD Governing Board met to consider the rule amendments. After about five hours of public testimony and discussion, the Board voted 7-5 to oppose the proposed amended rules. Riverside County Supervisor V. Manuel Perez, who is a SCAQMD Board member, was among the opposing votes. The Board then voted 7-4 to send the issue back to committee for further review. The issue is not expected to come back this year. A recording of the SCAQMD's public hearing can be found online [here](#).

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

**Attachments:** Letters of concern to SCAQMD from CVAG Chair Ted Weill and CVAG Energy & Sustainability Committee Chair Oscar Ortiz

# COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

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



May 7, 2025

Ms. Heather Farr  
Planning, Rule Development, and Implementation  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765

Ms. Jen Vinh  
Planning, Rule Development, and Implementation  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765

Dear Ms. Farr and Ms. Vinh,

The Coachella Valley Association of Governments (CVAG) has been closely following the South Coast Air Quality Management District's (SCAQMD/District) consideration of Rule 1121, Reduction of NOx Emissions from Residential-Type, Natural Gas-Fired Water Heaters and Rule 1111, Reduction of NOx Emissions from Natural-Gas-Fired Furnaces. While we appreciate the informational presentations provided by SCAQMD staff at our meetings, we continue to have grave concerns and deep skepticism about these Rules. At a time when we have been desperately seeking SCAQMD support and guidance on what we see as a real threat to our health and economy, increased PM10 levels since Tropical Storm Hilary, the District's focus on emission reductions from gas fired appliances seems misplaced, at least in the Coachella Valley if not across Southern California.

CVAG is a regional joint powers authority whose boundaries span eastern Riverside County. Our agency is comprised of 10 member cities, four Tribal Nations and the County of Riverside. CVAG has a decades-long track record of working with SCAQMD and other partners on regional air quality issues, as we recognize the impact that it has on public health for our residents and visitors.

SCAQMD staff presented the proposed Rules at three separate meetings held by CVAG's Energy & Sustainability Committee (in February and April 2025) and its Executive Committee (April 2025). While we recognize SCAQMD's efforts to modify the proposed Rules to address concerns, we question their financial and technical feasibility and their applicability in the Coachella Valley.

The Coachella Valley is socioeconomically diverse, and we strongly encourage you to consider how these rule amendments could financially punish low-income, tribal and other households

who may not be able to afford the more expensive electrical appliances as well as homeowners who could face significantly higher expenses if they need electrical panel upgrades for the additional power load. We would also like to receive additional information on the health studies that were used to demonstrate the benefits of switching from gas to electric for these appliances and on pollution levels in the Coachella Valley relative to other parts of the county.

While District staff conveyed that Southern California Edison correspondence asserts that their electric infrastructure could accommodate the demand caused by the new rule, we are served by two electric providers in the Coachella Valley. In the Eastern Coachella Valley, the Imperial Irrigation District (IID) is struggling to accommodate the demands of new growth. Even the smallest development projects have been delayed indefinitely or made financially infeasible due to the strained electric distribution system. This area is also home to many of the region's poorest households. It appears that the District has not taken any steps to understand the Rules' electric system implications in the IID service territory, home to approximately half of our population.

The District has indicated that it must reduce oxides of nitrogen (NOx) to meet Federal Air ozone standards. In the District's slide deck presented to our Executive Committee on April 28, it suggested that the 6.1 tons/day of NOx the proposed rules would reduce by 2037 are similar or greater than NOx emissions from utilities, refineries and all passenger vehicles. Yet in the District's own July 22, 2024 correspondence to the U.S. Environmental Protection Agency (EPA) you state that

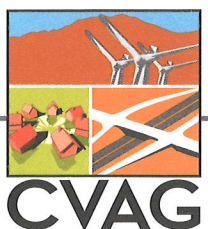
"Today, over 80 percent of NOx emissions within the basin are from mobile sources, and of these, it is the ships, aircraft, interstate trucks, locomotives, and similar heavy-duty engines that are responsible for about three-quarters of these emissions."

Moreover, in the Coachella Valley Attainment Plan for the 2008 8-Hour Ozone Standard dated October 2024, the District states that:

"The [Coachella Valley] region fails to meet federal ozone standards due to the transport of air pollution from the greater Los Angeles area."

"The stations in the [South Coast Air] Basin have more local NOx emissions (mostly from mobile sources) that titrate ozone during nighttime whereas the Coachella Valley has limited local NOx emissions to titrate the ozone at night."

If we understand the District correctly, 80% of NOx emissions are from mobile sources, the Coachella Valley's non-attainment of NOx is attributed to transport from the South Coast Air Basin to the Coachella Valley and the Coachella Valley generates very little NOx locally. So, in addition to the practical questions related to Rule adoption regionally, we ask a very specific question for the Coachella Valley, why are these Rules proposed here? We share our air basin with the Imperial Valley, is the Imperial Valley Air Pollution Control District proposing similar rules? Of course they are not.

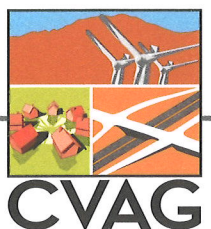


There appear to be no sound air quality or health reasons the proposed rules should be proposed for the Coachella Valley. Doing so would disproportionately impact disadvantaged households, tribes and others for no apparent benefit to meet the **Coachella Valley** federal 8-hour ozone standard, or any other air quality standard for our community.

Please do not hesitate to reach out to Executive Director Tom Kirk at [tkirk@cvag.org](mailto:tkirk@cvag.org) if you need additional information.

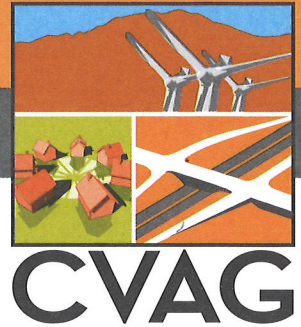


Ted Weill  
Mayor, City of Rancho Mirage  
Chair, CVAG Executive Committee



# COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

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May 7, 2025

Heather Farr  
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Jen Vinh  
Planning, Rule Development, and Implementation  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765

Dear Ms. Farr and Ms. Vinh,

I want to echo the comments shared in a letter by the Coachella Valley Association of Governments (CVAG) Chair Ted Weill as it pertains to the South Coast Air Quality Management District's (SCAQMD) Proposed Amended Rule 1121, Reduction of NO<sub>x</sub> Emissions from Residential-Type, Natural Gas-Fired Water Heaters and Proposed Amended Rule 1111, Reduction of NO<sub>x</sub> Emissions from Natural-Gas-Fired Furnaces. At a time when our residents are facing concerns of economic uncertainty, the District's proposal to raise the price on appliances for our low-income residents raises a great concern for our region. Furthermore, we have heard very little scientific reasoning from your organization that explains why the health benefits of this bill are worth the economic impact on our working-class families.

CVAG's Executive Committee, which Chair Weill leads, and its Energy & Sustainability Committee, which I chair, have hosted several meetings where SCAQMD staff provided an overview of the proposed amendments. As your team has seen, we have a number of significant questions about financial and technical feasibility. We worry that low-income households may be financially punished for not being able to afford the more expensive electrical appliances and homeowners could face significantly higher expenses if they need electrical panel upgrades for the additional power load.

It appears that the District has not taken enough time to understand how these Rules would impact the electric system in the IID service territory, home to approximately half of our valley's population. Our additional infrastructure concerns included the lack of additional electrical infrastructure in the region to keep up with economic development and concerns about how effective these policies will be if there is an increase in fossil fuels used to power our grid.

If we understand the District correctly, 80% of NOx emissions are from mobile sources. The Coachella Valley's non-attainment of NOx is attributed to transport from the South Coast Air Basin to the Coachella Valley and the Coachella Valley generates very little NOx locally.

We have made requests for more detailed research and information about the health benefits of these policies so that our committee members can better weigh out the costs vs benefits of these programs.

So far, we have heard no sound air quality or health reasons from your district to justify proposing these rules for the Coachella Valley. Doing so would disproportionately impact disadvantaged households, including our tribal communities. We demand that SCAQMD work hand-in-hand with our community leaders to provide responsible, affordable strategies for improving the air quality and health of our residents.

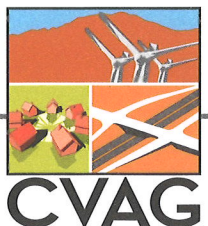
Please do not hesitate to reach out to Executive Director Tom Kirk at [tkirk@cvag.org](mailto:tkirk@cvag.org) if need additional information.

Sincerely,



Oscar Ortiz  
Councilmember, City of Indio  
Chair of CVAG's Energy & Sustainability Committee

CC: Rancho Mirage Mayor Ted Weill, Chair of CVAG



## **ITEM 10a**

**Coachella Valley Association of Governments  
Executive Committee  
June 30, 2025**



### **STAFF REPORT**

**Subject:** Recap of CVAG's Legislative Advocacy Efforts

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

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#### **Recommendation: Information**

**Background:** As typical during this time of year, the State budget was the priority item being discussed in Sacramento this month. The State is faced with a \$12 billion shortfall in the budget and CVAG staff and its advocacy team, Politico Group, monitored the state budget negotiations and related activity to help identify impacts to programs that are of importance to CVAG or its member agencies.

On June 9, a \$325 billion [bicameral budget deal](#) was announced by legislators. SB 101, the Budget Act of 2025, was passed by the legislature on June 13, meeting the constitutional deadline to pass the budget of June 15. For the upcoming fiscal year, the State is facing fiscal challenges related to a new federal administration and associated federal funding challenges, creating uncertainty with the State's economic forecasts. Specifically, the State projects that changes in federal policy will have an economic impact of \$16 billion to the State's general fund and, given the uncertainty, budget adjustments will likely have to be made in the future. Additionally, the State is facing cost pressures related to Medi-Cal, which have grown faster than projected. Lastly, the wildfires that ripped through the City of Los Angeles in early 2025 have had a negative economic impact and increased State spending.

The Legislative version of the budget contains \$12.3 billion in budget solutions and \$13.2 in total reserves, including \$11.2 billion in the Rainy Day Fund and \$2 billion in the regular reserve. Specifically, for Fiscal Year 2025-26, the budget proposed by the Legislature includes \$3.5 billion in reduction and growing over \$12 billion; ongoing revenue and borrowing of \$7.8 billion; and fund shifts, deferrals and delays of \$1 billion.

Major items of note in SB 101 include addressing housing affordability, relief for local governments to address the wildfires, the Rany Day Fund, Resources/Energy and Climate, housing and homelessness and transit funding. The highlights include:

#### *Housing Affordability:*

- Streamlining permitting and innovative financing, which are based on Assembly Bill 609 (Wicks) and SB 607 (Weiner), which aimed to provide California Environmental Quality Act (CEQA) exemptions for projects that meet certain conditions;
- Down Payment assistance under the California Dream for All program, which aims to provide up to 20 percent of the home price as a "shared appreciation loan," replacing the need for a large downpayment; and

- Reforms and investments related to Renters Tax Credit and the Low-Income Housing Tax Credit.

*Relief to Local Governments:*

- \$1 billion over the next two years for Los Angeles' local governments impacted by wildfires; and
- Bay Area transit agencies will be able to borrow up to \$750 million, contingent on the ability of potential borrowers to demonstrate ability to repay.

*Rainy Day Fund:*

- Increases the size of the Rainy Day fund from 10% of the General Fund to 25%, contingent on constitutional amendments to address current limits on deposits into the fund per Proposition 2, which passed in 2014.

*Resources/Energy/Climate:*

- Approves \$33 million cut from the Community Renewable Energy Program at the California Public Utilities Commission;
- Approves a reduction of \$1 billion (\$500 million in 2025-26 and \$500 million in 2026-27) to the Greenhouse Gas Reduction Fund Discretionary Spending Plan to provide General Fund Savings for two years; and
- Provides \$221 million in 2025-26, including one-time funds, and \$175 million ongoing by 2027-28 to transition of 3,000 seasonal firefighters to permanent full-time staff, which will better position California to meet the growing wildfire threats.

*Housing and Homeless:*

- Reduces the 2025-26 Encampment Resolution Fund (ERF) appropriation by \$100 million;
- Approves Governor's proposal to sweep the remaining unspent balances in three affordable housing programs funds to achieve \$31.7 million in savings; and
- Provides \$500 million to the Homeless Housing, Assistance, and Prevention (HHAP) program, in 2026-27, to continue flexible support for local efforts to address homelessness backed by robust accountability mechanisms.

*Transportation:*

- Rejects Governor's proposal to cut \$1.1 billion to transit programs.
- Provides up to \$750 million in emergency loans to Bay Area transit agencies to address short-term fiscal challenges.

SB 101 is being considered by the Governor and is awaiting his approval or veto. Now that this is on his desk, negotiations will follow between the Governor and the Legislature for an agreement on the final budget. Gov. Gavin Newsom's deadline to sign, veto, or line-item veto the bill will be on Friday, June 27, 2025 – which is after the publishing of this staff report. This will ensure the budget is finalized before the July 1 fiscal year begins. However, as part of this negotiation process, there will be budget trailer bills that will follow and will go through the committee process and be considered in August and September. CVAG staff and its advocacy team will continue to monitor the budget process to ascertain impacts to important funding programs and related policies.

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