# EXECUTIVE COMMITTEE AGENDA

## MONDAY, SEPTEMBER 30, 2024
## 4:30 p.m.

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

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

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

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

https://us02web.zoom.us/j/83635077711?pwd=UJVKbSe3gabBoco3ieCKDmx1YySv8D.1

**Dial In:** + 1 669 900 9128
**Webinar ID:** 836 3507 7711
**Password:** 590711

Public Comment is encouraged to be emailed to the Executive Committee prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud should be no more than 300 characters. Members of the public joining the meeting by Zoom can also provide comment by using the "raise hand" feature of hitting *9 on the phone keypad

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

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

**2. ROLL CALL**

**A. Member Roster** P6

**3. PLEDGE OF ALLEGIANCE**

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

**5. PUBLIC COMMENTS ON AGENDA ITEMS**

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

**6. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

**7. CONSENT CALENDAR**

**A. Approve the Minutes of the June 24, 2024 Executive Committee Meeting** P7

**B. Receive and file the quarterly report for the CV Housing First program, representing clients served in the second quarter of 2024** P13

**C. Authorize the Chair and Executive Director to execute Amendment No. 2 to the Reimbursement Agreement with the City of Cathedral City for the Da Vall Drive/ I-10 Interchange Project – Project Study Report Phase for an additional not-to-exceed amount of $41,974.09** P15

**D. Authorize the Executive Director to execute a Memorandum of Understanding with the Riverside County Transportation Commission to accept $3,705,000 in Regional Early Action Planning (REAP 2.0) funds to conduct a Vehicle Miles Traveled study and a CV Link Community Connectors analysis** P21

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

**8. DISCUSSION / ACTION**

**A. Presentation: Completing construction of CV Link**

**B. Arts and Music Line Project Status Update –** Randy Bowman **P86**

**Recommendation:** Information

**C. Local Partnership Program (LPP) formula funds for the Interstate 10/Monroe Project –** Jonathan Hoy **P100**

**Recommendation:** Authorize the Executive Director to confirm to the Riverside County Transportation Commission the allocation of all available Local Partnership Program (LPP) formula funds to the I-10/Monroe Street Interchange

**D. Update on Coachella Valley Energy Commission and Ongoing Analysis of Regional Alternative Governance –** Emmanuel Martinez **P102**

**Recommendation:** Authorize the Executive Director to continue support of the Coachella Valley Energy Commission's process for investments and planning of electrical service in Coachella Valley, including but not limited to developing a new joint powers authority and creating a potential staffing agreement with CVAG

**E. Regional ramifications of the Supreme Court Ruling in Grants Pass v. Johnson –** Erica Felci **P105**

**Recommendation from the Homelessness and Public Safety Committees:** Direct the Executive Director to draft a memorandum of understanding and/or good neighbor policy that furthers cooperation among member jurisdictions for addressing homelessness and encampments on public property

**F. Finance Committee Membership** – Tom Kirk **P132**

**Recommendation:** Appoint Desert Hot Springs City Manager Frank Luckino to the Finance Committee and nominate a member of the Executive Committee for terms that extend through June 30, 2027

**9. INFORMATION**

a) Executive Committee Attendance **P134**

b) Status of I-10 and SR-86 Interchange Projects **P135**

c) CVAG Regional Arterial Program – Project Status Report **P136**

d) Bicycle/Pedestrian Safety Program – Project Status Report **P137**

e) Virtual participation in CVAG's meetings **P138**

f) Update on Coachella Valley Broadband Strategic Plan **P140**

g) Used Oil Recycling Annual Report **P145**

h) Update on the Climate Pollution Reduction Grant Application and the Region's Comprehensive Climate Action Plan **P150**

i) Imperial Irrigation District's Coachella Valley Resiliency Initiative **P152**

j) Update from South Coast Air Quality Management District on continued concerns related to poor air quality **P153**

k) Recap from California Association of Councils of Governments **P172**

**10. LEGISLATIVE ITEMS** –

a) Update from the League of California Cities

b) Recap of CVAG's Legislative Advocacy Efforts – Emmanuel Martinez **P174**

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

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

**12. ANNOUNCEMENTS**

The next meeting of the **Executive Committee** will be held on Monday, December 2, 2024, at 4:30 p.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

**13. CLOSED SESSION**

Pursuant to the provisions of Government Code Section 54956.8, the Executive Committee will adjourn to Closed Session.

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Properties: 73-710 Fred Waring Dr, Suite 214 and various suites; 74199 Highway 111, Suites W101 and W105; and 45480 Portola Ave., all in the City of Palm Desert; and 72201 Manufacturing Rd, Thousand Palms, CA 92276

CVAG Negotiator: Tom Kirk, Executive Director

Negotiating Parties: Ocean Properties Development Corp and the Cities of Palm Desert and Rancho Mirage

Under Negotiation: Price and Terms of Payment

**14. ADJOURNMENT**

**ITEM 2A**

# EXECUTIVE COMMITTEE

## 2024-2025 ROSTER

| Jurisdiction | Members |
|---|---|
| City of Desert Hot Springs, **Past Chair** | **Scott Matas**<br>Mayor |
| City of Coachella | **Steven Hernandez**<br>Mayor |
| City of Palm Springs | **Jeffrey Bernstein**<br>Mayor |
| City of Indio | **Waymond Fermon**<br>Councilmember |
| Twenty-Nine Palms Band of Mission Indians | **Darrell Mike**<br>Tribal Chair |
| Torres Martinez Desert Cahuilla Indians | **Joseph Mirelez**<br>Tribal Vice Chair |
| Cabazon Band of Cahuilla Indians | **Brenda Soulliere**<br>Tribal Councilmember |
| Agua Caliente Band of Cahuilla Indians | **Reid Milanovich**<br>Chairman |
| City of Indian Wells | **Greg Sanders**<br>Mayor |
| City of Cathedral City | **Mark Carnevale**<br>Mayor |
| City of Palm Desert | **Kathleen Kelly**<br>Councilmember |
| City of La Quinta | **Linda Evans**<br>Mayor |
| City of Blythe | **Joseph DeConinck**<br>Mayor |
| County of Riverside, **4th District Vice Chair** | **Kevin Jeffries,** 1st District Supervisor<br>**Karen Spiegel,** 2nd District Supervisor<br>**Chuck Washington,** 3rd District Supervisor<br>**V. Manuel Perez,** 4th District Supervisor<br>**Yxstian Gutierrez,** 5th District Supervisor |
| City of Rancho Mirage, **Chair** | **Ted Weill**<br>Mayor Pro Tem |

**ITEM 7A**

# EXECUTIVE COMMITTEE
# MINUTES OF MEETING
# JUNE 24, 2024

## 1. CALL TO ORDER

The Executive Committee meeting was called to order by Chair Scott Matas, Mayor of the City of Desert Hot Springs, at 4:33 p.m. at Desert Hot Springs Recreation Center, 11-750 Cholla Dr., Desert Hot Springs, 92240

## 10. LEGISLATIVE ITEMS –

a) Update from the League of California Cities

Due to the lack of quorum and the need to adjourn prior to the General Assembly gathering, the legislative update was addressed first. Jesse Ramirez, League of California Cities' Riverside County Regional Public Affairs Manager, provided an update on key legislation related to housing and public safety.

## 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 | AGENCY |
|---|---|
| Mayor Steven Hernandez, *Past Chair* | City of Coachella *(arrived during item 10a)* |
| Mayor Jeffrey Bernstein | City of Palm Springs |
| Councilmember Waymond Fermon | City of Indio *(arrived during item 10a)* |
| Tribal Vice Chair Joseph Mirelez | Torres Martinez Desert Cahuilla Indians |
| Mayor Greg Sanders | City of Indian Wells |
| Mayor Mark Carnevale | City of Cathedral City |
| Councilmember Kathleen Kelly | City of Palm Desert |
| Mayor Linda Evans | City of La Quinta |
| Mayor Joseph DeConinck | City of Blythe |
| Mayor Pro Tem Ted Weill, *Vice Chair* | City of Rancho Mirage |
| Mayor Scott Matas, *Chair* | City of Desert Hot Springs |

| MEMBERS NOT PRESENT | AGENCY |
|---|---|
| Tribal Councilmember Brenda Soulliere | Cabazon Band of Cahuilla Indians |
| Tribal Chair Reid Milanovich | Agua Caliente Band of Cahuilla Indians |
| Tribal Chair Darrell Mike | Twenty-Nine Palms Band of Mission Indians |
| Supervisor Kevin Jeffries | County of Riverside 1st District |
| Supervisor Karen Spiegel | County of Riverside 2nd District |
| Supervisor Chuck Washington | County of Riverside 3rd District |
| Supervisor V. Manuel Perez | County of Riverside 4th District |
| Supervisor Yxstian Gutierrez | County of Riverside 5th District |

## 3. PLEDGE OF ALLEGIANCE

Councilmember Fermon led the Executive Committee in the Pledge of Allegiance.

## 4. AGENDA MODIFICATIONS (IF ANY)

Staff noted that Item 10a was taken out of order.

## 5. PUBLIC COMMENTS ON AGENDA ITEMS

None

## 6. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Executive Director Tom Kirk announced details of the General Assembly meeting that is occurring after the meeting.

## 7. CONSENT CALENDAR

**IT WAS MOVED BY MAYOR EVANS AND SECONDED BY VICE CHAIR MIRELEZ TO APPROVE THE CONSENT CALENDAR**

**A. Approve the Minutes of the June 3, 2024 Executive Committee Meeting**

**B. Authorize the Executive Director to negotiate and approve a purchase agreement with Landscape Forms to pre-purchase a shade structure, trash receptacles, benches, and bike racks for the CV Link Community Connector in the City of Coachella in an amount not-to-exceed $133,427.16, including a 10 percent contingency**

**C. Adopt Resolution No. 24-002 to establish a Vision Zero Policy and direct the Executive Director to develop a Vision Zero Action Plan**

**D. Approve Amendment No. Five to the professional services agreement with the Southern California Mountains Foundation, authorizing the next cycle of Waste Tire Amnesty Grant Program at a not-to-exceed amount of $50,000 and extending the contract term through October 2025**

**E. Authorize the Executive Director to take the necessary actions, including the related agreements with the County of Riverside and College of the Desert, to receive available funding from the Coachella Valley Air Quality Enhancement Grant Program for the region's Smart Scalping and Landscape Certification Program**

**THE MOTION CARRIED WITH 11 AYES AND 8 MEMBERS ABSENT**

| | |
|---|---|
| **MAYOR HERNANDEZ** | **AYE** |
| **MAYOR BERNSTEIN** | **AYE** |
| **COUNCILMEMBER FERMON** | **AYE** |

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

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

None

## 8. DISCUSSION / ACTION

### A. CVAG Officer Rotation for Fiscal Year 2024/2025

Chair Matas introduced the item.

**IT WAS MOVED BY COUNCILMEMBER KELLY AND SECONDED BY MAYOR CARNEVALE TO NOMINATE THE REPRESENTATIVE FROM THE CITY OF RANCHO MIRAGE TO SERVE AS FISCAL YEAR 2024/2025 CHAIR AND RIVERSIDE COUNTY'S FOURTH DISTRICT SUPERVISOR TO SERVE AS FISCAL YEAR 2024/2025 VICE CHAIR.**

**THE MOTION CARRIED WITH 11 AYES AND 8 MEMBERS ABSENT**

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

**B. CVAG Fiscal Year 2024/25 Budget**

Chair Matas introduced the item, noting that the Executive Committee had received a full overview at its prior meeting but staff was available for questions.

**IT WAS MOVED BY MAYOR BERNSTEIN AND SECONDED BY MAYOR EVANS TO APPROVE RESOLUTION NO. 2024-003 ADOPTING CVAG'S 2024/25 FISCAL YEAR ANNUAL BUDGET, SALARY SCHEDULE, AND ALLOCATED POSITIONS.**

**THE MOTION CARRIED WITH 11 AYES AND 8 MEMBERS ABSENT**

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

**C. Contract Amendment with Anser Advisory for CV Link**

Transportation Director Jonathan Hoy presented the staff report and gave an update on CV Link's construction.

**IT WAS MOVED BY MAYOR PRO TEM WEILL AND SECONDED BY MAYOR BERNSTEIN TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT WITH ANSER ADVISORY FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $6,000,000 FOR CONSTRUCTION MANAGEMENT SERVICES**

**THE MOTION CARRIED WITH 11 AYES AND 8 MEMBERS ABSENT**

| | |
|---|---|
| **MAYOR HERNANDEZ** | **AYE** |
| **MAYOR BERNSTEIN** | **AYE** |
| **COUNCILMEMBER FERMON** | **AYE** |
| **TRIBAL CHAIR MIKE** | **ABSENT** |
| **TRIBAL VICE CHAIR MIRELEZ** | **AYE** |
| **TRIBAL COUNCILMEMBER SOULLIERE** | **ABSENT** |
| **TRIBAL CHAIR MILANOVICH** | **ABSENT** |
| **MAYOR SANDERS** | **AYE** |

| | |
|---|---|
| **MAYOR CARNEVALE** | **AYE** |
| **COUNCILMEMBER KELLY** | **AYE** |
| **MAYOR EVANS** | **AYE** |
| **MAYOR DECONINCK** | **AYE** |
| **SUPERVISOR JEFFRIES** | **ABSENT** |
| **SUPERVISOR SPIEGEL** | **ABSENT** |
| **SUPERVISOR WASHINGTON** | **ABSENT** |
| **SUPERVISOR PEREZ** | **ABSENT** |
| **SUPERVISOR GUTIERREZ** | **ABSENT** |
| **MAYOR PRO TEM WEILL** | **AYE** |
| **MAYOR MATAS** | **AYE** |

**D. Additional Funding for ACCESS Indian Canyon Drive**

Mr. Hoy presented the staff report and detailed efforts to secure additional funding.

**IT WAS MOVED BY MAYOR HERNANDEZ AND SECONDED BY VICE CHAIR MIRELEZ TO AUTHORIZE THE EXECUTIVE DIRECTOR TO TAKE THE NECESSARY STEPS AND ENTER INTO THE NECESSARY AGREEMENTS TO ACCEPT $7,589,150 FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) CALL FOR PROJECTS FOR CARBON REDUCTION PROGRAM (CRP), CONGESTION MITIGATION AIR QUALITY (CMAQ), AND SURFACE TRANSPORTATION BLOCK GRANT (STBG) TO PROVIDE ADDITIONAL FUNDING FOR THE ACCESS INDIAN CANYON PROJECT**

**THE MOTION CARRIED WITH 11 AYES AND 8 MEMBERS ABSENT**

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

**9. <u>INFORMATION</u>**

a) Executive Committee Attendance

b) Status of I-10 and SR-86 Interchange Projects

c) CVAG Regional Arterial Program – Project Status Report

d) Bicycle/Pedestrian Safety Program – Project Status Report

e) 2024 Update to the Transportation Project Prioritization Study (TPPS)

f) Regional Arterial Program Compliance Report

g) Cool Centers in the Coachella Valley

h) Phased Opening of the Palm Springs Navigation Center

i) Increasing air quality concerns from the desert's tourism industry, realtors, healthcare professionals and residents

j) Update from the California Highway Patrol

k) Being prepared for wildfire season in Riverside County

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

**10. LEGISLATIVE ITEMS** –

b) Recap of CVAG's Legislative Advocacy Efforts

A written summary was included in the agenda packet for members' information.

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

None

**12. ANNOUNCEMENTS**

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

The next meeting of the **General Assembly** will be held on Monday, June 24, at 6 p.m. at the Desert Hot Springs Recreation Center, 11-750 Cholla Dr., Desert Hot Springs, 92240.

**13. ADJOURNMENT –** Prior to the adjournment, Committee members applauded Chair Matas for his time as Chair. He adjourned the meeting at 4:52 p.m.

Respectfully submitted,
*Erica Felci, Chief Operating Officer*

**ITEM 7B**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **CV Housing First's Quarterly Report for Second Quarter of 2024**

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

**Recommendation: Receive and file the quarterly report for the CV Housing First program, representing clients served in the second quarter of 2024**

**Homelessness Committee:** Concurred during joint meeting with Public Safety Committee (Meeting of September 18)

**Background:** CVAG is in its fourth year of operating the CV Housing First program with staff. The program is focused on the CV 175, a by-name list of chronically homeless individuals residing in desert cities that have frequent contacts with law enforcement and who are likely to be shelter resistant or who have already fallen out of housing. The list was developed in partnership with CVAG's member jurisdictions and local law enforcement. It is also maintained in partnership with those agencies. At the end of each calendar year, CVAG staff meets with the local police departments, code enforcement and other partners to identify who needs to remain on the list and who may not need to be on the list, either because they are being helped by other programs or because they have left the Coachella Valley. In the coming months, staff will be meeting with program partners to reset the CV 175 list for 2025.

CVAG staff has committed to adjusting CV Housing First programming based on the data and based on available funding. Updates on the program's metrics are provided quarterly. The CV Housing First team uses two primary methods to get clients to housing solutions: rapid resolution and crisis stabilization units, which are residential units, apartments and hotel rooms that CVAG rents to case manage CV Housing First clients. CVAG staff will continue to provide quarterly reports as it provides services in 2024.

*CV Housing First Clients – By the Numbers through June 30, 2024*

| CV 175 as of 3/31/2024 | Q1 | Q2 | Q3 | Q4 | TOTAL |
|---|---|---|---|---|---|
| Clients housed in Crisis Stabilization Units (CSH) | 46 | 38 | | | 84 |
| Clients being helped through Rapid Resolution (RR) | 0 | 0 | | | 0 |
| Clients returned to the street (failures) | 11 | 17 | | | 28 |

| | | | | | |
|---|---|---|---|---|---|
| Clients moved into permanent housing from CSH (successes) | 15 | 11 | | | 26 |
| Clients moved into permanent housing through RR (successes) | 0 | 0 | | | 0 |
| Clients moved into permanent housing through Outreach (successes)* | 0 | 0 | | | 0 |
| **TOTAL HOUSED FROM LIST OF 175*** | 15 | 11 | | | **26** |

*The client list started as the CV 200 list. Over the summer, CVAG began winding down services in the City of Desert Hot Springs, which is opting out of the program due to the funding being redirected to The Hub shelter program.

The data is divided by CV 175 clients – the by-name list of chronically homeless individuals that CVAG maintains in partnership with law enforcement and code enforcement – and non-CV 175 clients. There were no non-CV 175 clients served this quarter. CVAG staff has set a goal of permanently housing 65 individuals this calendar year.

The total number of clients housed or returning to the streets is less than the total helped each quarter, as the grand total includes clients who may remain in their units at the end of the quarter. CVAG continues to refine its data metrics in order to be transparent about how many and how quickly individuals are housed. CVAG also tracks clients who are being permanently housed by the CV Housing First program via outreach efforts, and not case management based in the crisis stabilization units.

CVAG staff also tracks how long individuals are staying in the program before being housed or returning to the street. The goal is to exit clients within 90 days to permanent housing solutions. Over the past three years, it is not uncommon for the length of stay to exceed 100 days. For the first quarter, the CV 175 clients who successfully exited the program into permanent housing stayed in a crisis stabilization unit on average for **119 days**. Those CV 175 clients who exited the program unsuccessfully stayed on average **54 days**.

This quarter's length of stay is higher than 2023's overall average, when CVAG's clients benefitted from new affordable housing project sites that had opened. The CV Housing First team also works with clients during outreach to gather vital documents which is overall successfully lowering our average stay in program long-term.

**Fiscal Analysis:** The CV Housing First program, including the staffing and CV 175 program, is incorporated into the CV Housing First budget, which has been funded by contributions from cities and Riverside County grants.

**ITEM 7C**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Interstate 10/ Da Vall Interchange Project Study Report (PSR)**

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

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**Recommendation: Authorize the Chair and Executive Director to execute Amendment No. 2 to the Reimbursement Agreement with the City of Cathedral City for the Da Vall Drive/ I-10 Interchange Project – Project Study Report Phase for an additional not-to-exceed amount of $41,974.09**

**Transportation Committee:** Concurred (Meeting of August 26)

**Background:** In April 2009, the CVAG Executive Committee approved a Reimbursement Agreement with Cathedral City for the Da Vall Drive/ I-10 Interchange Project – Project Study Report (PSR) Phase. At that time, CVAG's Interchange Improvement Preparation Fund funded all PSR work. The agreement provided for 100% regional funding, up to $1.3 million, to complete the PSR for the interchange project.

Work began in the summer of 2009. In February 2011, CVAG requested that all work on the project cease due to funding limitations. Other CVAG interchange projects in the PSR phase were placed on hold as well. At the time, the Da Vall PSR phase of the project was approximately 35% complete.

Prior to the work stoppage in 2011, Cathedral City had an agreement with Caltrans that provided for oversight of the PSR process at no charge to the City. In 2011, Caltrans determined that they would no longer spend state funds subsidizing locally funded projects, and consequently submitted an estimate of $190,000 for Caltrans review of the PSR process. On June 4, 2018, the Executive Committee authorized Amendment No. 1 for an amount not-to-exceed of $190,000.

The City has since informed CVAG that the PSR is complete. Caltrans approved the PSR on May 17, 2023. During the development of the PSR, the City performed a Value Analysis Study in order to identify value adding features by reducing cost or schedule. Caltrans requested the scope for this study to also be included in the City's Cooperative Agreement with Caltrans for completeness. For this added scope, Caltrans requested an additional $20,000 to also complete a Project Study Report-Project Development Support (PSR-PDS). In addition, due to the schedule delays associated with the final Caltrans approval, the City experienced additional internal costs to close out the PSR/PDS Phase.

The City is now requesting an amendment to complete this initial phase of the project. This will also help the City identify potential alternatives and define a project well enough to explore external funding opportunities.

While the improvements on Da Vall Drive from Varner Road to Ramon Road do not currently score more than nine points on the 2016 TPPS, the interchange project was approved for funding under CVAG's Interchange Improvement Preparation Fund in 2009. The highest scoring project in the 2016 TPPS had 15 points, with 12 points needed to make the top ten percent. At least one potential interchange alignment, and all of the proposed Da Vall Drive improvements, are anticipated to take place within Cathedral City and Riverside County and a small portion of Tribal land. Widening of Da Vall within the City of Rancho Mirage has already either taken place or has been conditioned as part of another development.

Staff is recommending approval of Amendment No. 2. If the project moves past this stage, Cathedral City will require a new Reimbursement Agreement with CVAG to move into the Project Assessment and Environmental Design (PAED) phase of the project.

**Fiscal Analysis:** The Caltrans oversight cost was not included in the initial Reimbursement Agreement, and it was an estimate included in Amendment No. 1. Cathedral City has received the final invoice for the PSR and requests an additional $41,974.09 be added to the Reimbursement Agreement with CVAG. This raises CVAG's obligation from $1,490,000 to $1,531,874.09. CVAG has sufficient funding available to cover the additional, not-to-exceed amount of $41,974.09.

**Attachments:**

1. Reimbursement Agreement Amendment No. 2
2. Letter from Cathedral City Requesting Amendment No. 2, dated June 26, 2024

**AMENDMENT NUMBER TWO**
**TO THE REIMBURSEMENT AGREEMENT**
**BY AND BETWEEN CATHEDRAL CITY AND CVAG**
**FOR THE DA VALL DRIVE INTERCHANGE WITH I-10 PROJECT STUDY REPORT**

This **AMENDMENT NUMBER TWO** is made and entered into this 30th day of September, 2024, by and between **Cathedral City (Lead Agency)** and the **Coachella Valley Association of Governments**, a California joint powers agency **(CVAG)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated April 1, 2009 for the Da Vall Drive Interchange With I-10 Project Study Report.

1. **This Amendment Number Two authorizes the additional scope of services as outlined in Exhibit A-1 Cathedral City letter dated June 26, 2024 for the not-to-exceed amount of $41,974.09. The total amount payable shall not exceed $1,531,874.09.**

| | CVAG Approval Date | Amount |
|---|---|---|
| Original Agreement | April 1, 2009 | $1,300,000.00 |
| Amendment Number One | June 4, 2018 | $ 190,000.00 |
| Amendment Number Two | September 30, 2024 | $ 41,974.09 |
| **Total Contract not-to-exceed** | | **$1,531,874.09** |

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

**ATTEST**

By: _____
Charlie McClendon, City Manager

**CITY OF CATHEDRAL CITY**

By: _____
Mark Carnevale, Mayor

**ATTEST**

By: _____
Tom Kirk, Executive Director

**COACHELLA ASSOCIATION OF GOVERNMENTS**

By: _____
Ted Weill, CVAG Chair

DRAFT

**Exhibit A-1**

**June 26, 2024 Letter from Cathedral City**

DRAFT

Cathedral City

June 26, 2024

Jonathan Hoy
Director of Transportation
Coachella Valley Association of Governments
73710 Fred Waring Drive
Palm Desert, CA 92260

**Subject: Request for Amendment Number Two to the Agency Reimbursement Agreement for the Da Vall Drive/Interstate 10 Interchange Project – Project Study Report Phase**

Dear Mr. Hoy,

The City of Cathedral City respectfully requests Amendment Number Two to the Agency Reimbursement Agreement by and between the Coachella Valley Association of Governments (CVAG) and the City of Cathedral City (City) for the Da Vall Drive/Interstate 10 Interchange Project to increase CVAG's regional share of project costs for the completion of the Project Initiation Documents and Project Study Report (PSR-PDS).

The City is pleased to inform CVAG that the PSR-PDS is complete. Caltrans has approved the PSR-PDS on May 17, 2023.

During the development of the PSR-PDS, the City performed a Value Analysis Study in order to identify value adding features by reducing cost or schedule. Caltrans requested the scope for this study to also be included in the City's Cooperative Agreement with Caltrans for completeness. For this added scope, Caltrans requested an additional $20,000.00 to complete the PSR-PDS. In addition, due to the schedule delays associated with the final Caltrans approval, the City experienced additional internal costs to close out the PSR/PDS Phase.

The City requests CVAG's consideration to fund 100% of the total final costs of the project.

This Amendment Number Two will increase the total CVAG share for the Agreement to $1,531,974.09, as detailed in the table below. A copy of the final invoice is attached to the request for additional information.

| | | |
|---|---|---|
| Previously obligated authorized funds (100%) | $ | 1,300,000.00 |
| Obligated under Amendment Number One (100%) | $ | 190,000.00 |
| Proposed for Amendment Number Two (100%) | $ | 41,974.09 |
| **Revised Total Amount for this Project** | **$** | **1,531,974.09** |

According to the final PSR/PDS, the cost of the next phase, Project Approval and Environmental Documents (PA&ED), is estimated to be on the order of $10M. At this time the City is evaluating current budget demands and has not identified City resources for the City's 25% share of the next phase of the

project. Once these funds are identified, the City will submit a subsequent request to CVAG for consideration to start the next phase.

For questions regarding this request, you may contact Josh Nickerson, at (760) 323-5344 or email at jnickerson@cathedralcity.gov.

Sincerely,

Armando J. Garcia Baldizzone, P.E.
City Engineer

**ITEM 7D**

# Coachella Valley Association of Governments
## Executive Committee
### September 30, 2024

**Subject:** **Next Steps for REAP 2.0 Projects**

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

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**Recommendation:** **Authorize the Executive Director to execute a Memorandum of Understanding with the Riverside County Transportation Commission to accept $3,705,000 in Regional Early Action Planning (REAP 2.0) funds to conduct a Vehicle Miles Traveled study and a CV Link Community Connectors analysis**

**Transportation Committee:** Concurred (Meeting of August 26)

**Background:** In September 2023, CVAG staff provided to the Transportation Committee information on the Regional Early Action Planning Grants of 2021 (REAP 2.0), a State of California-funded program to accelerate meeting the State's housing and climate goals. REAP 2.0 is being administered regionally by the Southern California Association of Governments (SCAG), which has set aside $80 million for use in its Country Transportation Commission (CTC) Partnership Program. The CTC Partnership Program is designed to facilitate the development of transit and other multimodal services to reduce vehicle miles traveled (VMT) and promote infill development. Funds are being made available to CTCs based on a competitive application process and will be disbursed locally to the Riverside County Transportation Commission (RCTC).

RCTC staff invited CVAG staff to put forward potential projects for funding though the program and solicited the services of KOA Consulting to assist in the application process. CVAG staff submitted four projects for consideration: the creation of a multimodal corridor plan; a regional VMT study; an update to the regional Active Transportation Plan; and design work for community connectors to CV Link. The combined cost of CVAG's request was $8.168 million, or approximately 53% of RCTC's total ask.

SCAG announced funding recipients in June 2023, with RCTC receiving $11,088,635 for five projects countywide. CVAG's proposed regional VMT study received full funding for $2,005,000, and the proposed community connectors project received partial funding for $1,700,000 to initiate the community scoping and conceptual mapping phase of the project. Given the partial funding, there is no expectation from SCAG or RCTC staffs that CVAG would independently fund the remaining phases of the community connectors project. The available funding will allow for a conceptual plan that will inform any subsequent design and engineering phases.

CVAG staff had been coordinating with representatives of RCTC and SCAG on finalizing a Memorandum of Understanding (MOU) to accept the awarded funding as well as two Requests for Proposals (RFPs) to publicize the projects. However, in January 2024, Governor Gavin Newsom released his proposed state budget for the 2024/25 fiscal year, which identified a reversion of approximately half the funding allocated to REAP 2.0. SCAG staff immediately issued a stop-work order until further notice. Following a successful advocacy campaign to restore REAP 2.0 funding (to which CVAG contributed support), the California Legislature reinstated almost the

entire program budget, less $50 million, when they passed the state budget in June 2024. SCAG rescinded its stop-work order in August 2024, and staff from CVAG and RCTC resumed coordination on an MOU to accept REAP 2.0 funding and to revise the project RFPs as necessary.

Although the Legislature restored REAP 2.0 funding, they did not extend the program deadline to expend the funds. As such, SCAG is still requiring REAP 2.0 projects be completed by December 2025, or else funded by an external source past that date. SCAG is advocating for a program extension to accommodate the time lost during budget negotiations, and there is precedent given that the performance period for REAP 1.0 was extended by 12 months. In light of the reduced project delivery period, SCAG is offering an opportunity for project proponents to modify the project objectives and reduce the scope of the initially proposed projects.

CVAG staff had designed both the VMT study and the community connectors analysis to feed into aspects of the anticipated update of the Transportation Project Prioritization Study (TPPS), with REAP 2.0 project deliverables being made available to incorporate into project weighting and ranking, active transportation project identification, Transportation Uniform Mitigation Fee (TUMF) program revisions, and regional data collection. Staff is wary of altering the REAP 2.0 projects at this juncture for a number of reasons. First, reducing the scope of the projects due to timeline constraints, especially in the case of the VMT study, would preclude the completion of the analyses that are intended for use in the TPPS. Additionally, the bulk of REAP 2.0 program objectives are met through tasks to be completed beyond the close of the current December 2025 performance period. Finally, in the event the REAP 2.0 program is extended, and the project scopes have been reduced, CVAG may be required to reinitiate the procurement process for additional project tasks.

CVAG staff will be working with the Transportation Committee in the coming months to start the TPPS update. Given the importance of the REAP 2.0 projects to the TPPS, staff recommend executing the MOU with RCTC and moving forward with the VMT study and community connectors projects as is, supplementing any potential shortfall with funds budgeted for completion of the TPPS. The recommended action also would authorize the Executive Director and/or Legal Counsel to make clarifying changes prior to execution. Staff has also re-issued the RFPs and anticipates bringing recommended contracts back to the Transportation and Executive Committees in November and December.

**Fiscal Analysis:** CVAG-sponsored projects have been awarded $3,705,000 in REAP 2.0 funds, with $5,000 dedicated to RCTC administrative costs. Based on CVAG's internal budgeting, CVAG anticipates expending approximately $2,225,000 through December 2025, or 60% of the available REAP 2.0 allocation.

Based on the responses to the RFP, staff will coordinate with the successful proposer to maximize the use of available REAP 2.0 funds by frontloading work, expediting timelines, combining deliverables, and/or realizing other efficiencies as may be appropriate. Final project budgets, timelines, and any additional funding needed beyond REAP 2.0 will made more conclusively determined ahead of any contract brought forward for approval during the course of CVAG's standard procurement process.

**Attachment:** MOU with RCTC for REAP 2.0 projects

**Agreement No. 24-65-007-00**

# COOPERATIVE AGREEMENT
# BETWEEN

# RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

# FOR THE REGIONAL EARLY ACTION PLANNING GRANT 2.0

1. Parties and Date. This Cooperative Agreement is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the Riverside County Transportation Commission ("RCTC") and the Coachella Valley Association of Governments ("CVAG"). RCTC and CVAG are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. Recitals.

2.1 RCTC and CVAG submitted four joint applications to the Southern California Association of Governments (SCAG)'s Regional Early Action Planning 2.0 (REAP 2.0) program. SCAG awarded REAP 2.0 funds for two projects: Coachella Valley Regional Vehicle Miles Travelled (VMT) Study and CV Link Community Connectors Analysis – Phase I ("Projects").

2.2 SCAG and RCTC have entered into a funding memorandum of agreement, effective July, 26, 2024, allocating the Projects $3,705,000 in REAP 2.0 funds ("SCAG MOU").

2.3 As the only eligible recipient for REAP 2.0 funds, RCTC will serve as the Sponsoring Agency for the Projects. The only funding RCTC will be contributing to the Projects is the REAP 2.0 funds. RCTC's only role related to the Projects is to serve as a pass-through entity for the Project funding.

2.4 RCTC staff time will be reimbursed with REAP 2.0 funds for a total not to exceed amount of $5,000. If there are unspent dollars that are insufficient to fund optional project tasks for the CV Link Community Connectors Analysis – Phase 1 project, and if deemed necessary by both Parties, RCTC will bill additional eligible staff time in the amount of the remaining REAP 2.0 funds.

2.5 The Projects are located within the jurisdictional boundaries of CVAG. CVAG will serve as the Implementing Agency for the Project.

2.6 The SCAG MOU requires specific flow down provisions in all agreements relating to REAP 2.0 funding. Upon SCAG's request, the Parties shall provide SCAG a copy of this Cooperative Agreement evidencing incorporation of the flow down provisions.

3. Terms.

3.1 Funding for Projects.

A. CVAG shall perform work on the Projects, or shall select, retain, and oversee consultants to complete the Projects in compliance with the Flow Down Provisions, as defined below. The Projects shall be funded by the funding source set forth in Sections 2.2, and 2.3. The Parties agree that RCTC shall not have any obligation to fund the Projects using its own funds. In the case that additional funds are needed to complete the Projects, beyond the funding described in Sections 2.2, and 2.3, CVAG shall be responsible for identifying and obtaining such additional funding. Any allocation of additional funding shall be by amendment to this Cooperative Agreement or by separate agreement.

B. Costs incurred by RCTC to facilitate completion of the Projects will be reimbursed by the funding source set forth in Sections 2.2 and 2.3 and subject to the conditions described in 2.4.

C. Funding and responsibilities for any other phases of the Projects, or construction of any portion or all of the Projects, shall be by separate agreement.

3.2 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective Date and shall remain in effect through November 30, 2025, or until written agreement by the Parties that the Projects have been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.3 Incorporation of SCAG MOU and Flow Down Provisions.

A. CVAG is aware of and has reviewed the SCAG MOU, a copy of which is attached to this Cooperative Agreement as Exhibit 1 and incorporated herein by reference.

B. Pursuant to Section 30 of the SCAG MOU, the required flow down provisions are set forth in Exhibit 2 attached to this Cooperative Agreement and incorporated herein by reference ("Flow Down Provisions"), and are operable and enforceable provisions of this Cooperative Agreement.

C. CVAG shall include the Flow Down Provisions in all contracts and subcontracts CVAG enters into to perform work for the Project.

D. CVAG shall comply with and monitor compliance with the Flow Down Provisions and shall timely comply with its obligations under this Cooperative Agreement, to ensure continued funding eligibility of the Project.

E. CVAG shall hold RCTC harmless and shall be fully responsible and liable to RCTC for any costs, expenses and liabilities incurred by RCTC as a result of any failure on the part of CVAG to comply with this Cooperative Agreement including, but not limited to, the Flow Down Provisions.

3.4 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties by an instrument in writing.

3.5 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

3.6 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.7 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.8 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement, except that SCAG is an express third party beneficiary to the Flow Down Provisions.

3.9 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof, provided that CVAG shall reimburse RCTC, in full, for any costs or liability incurred by RCTC under the SCAG MOU as a result of CVAG's termination of this Cooperative Agreement, except in the case of a breach hereof by RCTC that is not cured with reasonable diligence following written notice of breach from CVAG.

3.10 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Cooperative Agreement or any interest herein without the prior written consent of the other Parties. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.11 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation

3.12 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

| | |
|---|---|
| To RCTC: | Riverside County Transportation Commission<br>4080 Lemon Street, Third Floor<br>P.O. Box 12008<br>Riverside, CA 92502-2208<br>Attention: Executive Director |
| Copy to: | Best, Best & Krieger, LLP<br>3390 University Ave. 5fl.<br>Riverside, CA 92501<br>Attention: Steven C. DeBaun |
| To CVAG: | Coachella Valley Association of Governments<br>74-199 El Paseo, Suite 100<br>Palm Desert, CA 92260<br>Attention: Executive Director |
| Copy to: | Best, Best & Krieger, LLP<br>300 South Grand Ave.<br>25th Floor<br>Los Angeles, California 90071<br>Attention: Michael Jenkins |

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.13 Time of Performance. Time is of the essence in the performance of this Agreement.

3.14 Governing Law. This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.15 Insurance. The Parties each verify that they are insured, self-insured or maintain insurance coverage through a Joint Powers Authority in an amount to meet the requirements set forth in Section 13 of the Flow Down Provisions.

3.16 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.17 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.18 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

3.19 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.

**IN WITNESS WHEREOF,** the parties hereto have executed this Cooperative Agreement on the date first herein above written.

[Signatures on following page]

**SIGNATURE PAGE**
**TO**
**COOPERATIVE AGREEMENT**
**BETWEEN**
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND**
**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

**FOR THE REGIONAL EARLY ACTION PLANNING GRANT 2.0**

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement as of the Effective Date.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

By: _____
Tom Kirk, Executive Director

**ATTEST:**

By: _____

Title: _____

EXHIBIT 1

SCAG MOU

[attached behind this page]

EXHIBIT 2

SCAG MOU

FLOW DOWN PROVISIONS

[attached behind this page]

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# MEMORANDUM OF UNDERSTANDING
# No. M-011-24

**SCAG Overall Work Program (OWP) No: 305-4926.01**

**Federal/State Awarding Agency:** State of California, Department of Housing and Community Development

**Sub-Recipient Name:** Riverside County Transportation Commission
**Sub-Recipient's UEI No:** JFE1DR73YB29
**Total Amount of Federal Funds Obligated to Sub-Recipient:** $0
**Total Amount of Non-Federal Funds Obligated to Sub-Recipient:** $11,088,635
**Total Amount of the Sub-Award:** $11,088,635

**Subaward Period of Performance Start Date:** April 12, 2023
**Subaward Period of Performance End Date:** November 30, 2025

**Type of Contract:** Project Specific
**Method of Payment:** See Section 6 of this MOU

**Project R&D:** N/A
**Indirect Cost Rate for the Award:** $0.0*
**Fringe Benefits Cost Rate for the Award**: $0.0*
*The Sub-Recipient will not be using indirect cost or fringe benefit reimbursement.

**Subaward Project Title: Riverside County Transportation Commission REAP 2.0 CTC Partnership Program Grant**

**Subaward Project Description:** Riverside County Transportation Commission will utilize REAP 2.0 funding to fund county-specific pilots and projects to meet the REAP 2.0 Goals and Objectives within the SCAG region.

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# MEMORANDUM OF UNDERSTANDING
# No. M-011-24

## BETWEEN THE
## SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
## AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION
## FOR REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT

(SCAG Project/OWP No.305-4926.01)

This Memorandum of Understanding ("MOU") is entered into by and between the **Southern California Association of Governments** ("SCAG") and **Riverside County Transportation Commission** ("Sub-Recipient"), for a CTC Partnership Program Grant. SCAG and Sub-Recipient may be individually referred to as "Party" and collectively as "Parties."

## RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 ("REAP 2.0") was established with a principal goal to make funding available to Metropolitan Planning Organizations ("MPO") and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region's Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development ("HCD") administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 ("Statutes") and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes ("REAP 2.0 Guidelines");

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy ("RTP/SCS" also known as "Connect SoCal") for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded a total of $246,024,084 to SCAG under REAP 2.0;

WHEREAS, on November 3, 2022, SCAG approved the Program Guidelines ("Program Guidelines") for the REAP 2.0 County Transportation Commission Partnership Program ("Program") which authorized up to $80,000,000 to fund county-specific projects;

WHEREAS, on April 12, 2023, SCAG released a Call for Applications for the Program;

WHEREAS, Sub-Recipient, a County Transportation Commission ("CTC") eligible for funds under the Program, developed and submitted proposed projects for the Program and the following proposed projects (collectively the "Projects") were reviewed by SCAG, determined to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and thereafter approved by SCAG on July 6, 2023:

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



1. RCTC Core Capacity Innovative Transit Study
2. Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network
3. Riverside Transit Agency GoMicro Microtransit Pilot Program Extension
4. Vehicle Miles Traveled Study
5. CV Link Community Connectors Analysis

WHEREAS, the purpose of this MOU is to describe the responsibilities of the

Parties. **NOW THEREFORE, IT IS MUTUALLY AGREED THAT:**

## 1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

## 2. Term

The Term of this MOU shall begin on the Effective Date and continue until November 30, 2025, ("Completion Date"), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

## 3. Scope of Work and Sub-Recipient's Responsibilities

a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the "Scopes of Work" attached as:

Exhibit A-1 - RCTC Core Capacity Innovative Transit Study (RC01)
Exhibit A-2 - Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network (RC02)
Exhibit A-3 - Riverside Transit Agency GoMicro Microtransit Pilot Program Extension (RC03)
Exhibit A-4 - Vehicle Miles Traveled Study (RC04)
Exhibit A-5 - CV Link Community Connectors Analysis (RC05)

b. Interim deliverables and tasks, including their sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B ("SOW Approval Form"). The SOW Approval Form must be signed by Sub-Recipient's Project Manager and SCAG's Deputy Director or their designee prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.

c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Projects to meet the

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REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.

d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.

e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations.

f. The term "Consultant(s)" shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.

g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide a copy of the RFP to the SCAG Project Manager. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.

h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.

i. Sub-Recipient shall be responsible for reviewing and paying Consultant(s)' invoices prior to submitting invoices for repayment.

j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)' performance. Sub-Recipient's Project Manager shall be responsible for final approval of Consultant(s)' deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient's Project Manager shall provide a copy of the deliverable to SCAG's Project Manager.

k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.

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## 4. Project Management

a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.

b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

Scott Johnson
Senior Regional Planner
(213) 630-1506
johnsons@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

Jenny Chan
Planning and Programming Manager
(951) 787-7141
jchan@rctc.org

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

## 5. Funding

a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed $11,088,635 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

RCTC Core Capacity Innovative Transit Study – $3,000,000
Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network – $2,005,000
Riverside Transit Agency GoMicro Microtransit Pilot Program Extension – $2,378,635
Vehicle Miles Traveled Study – $2,005,000
CV Link Community Connectors Analysis – $1,700,000

b. SCAG shall not be obligated to make payments for any Project costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Project's budget included in this MOU and the most current fully executed SOW Approval Form, the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



c. SCAG shall make payments to Sub-Recipient only for work performed within the Period of Performance as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines. For purposes of this MOU the Period of Performance shall be from April 12, 2023 until the Completion Date.

d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.

e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

## 6. Invoices

a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305-4926.01). A separate invoice must be submitted for each individual Project.

b. By the twenty-first following the start of a new quarter (i.e., January 21, April 21, July 21, October 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior quarter, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. The invoice progress report shall serve as the formal quarterly reporting for the project. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient.

c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.

d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



written verification is supplied that government hotel rates were not then commercially available to Sub-Recipient, and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see the link for a summary of travel reimbursement rules.

e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for eligible expenses incurred through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.

f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than December 31, 2025, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.

g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

## 7. Reporting

a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU.

b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Sub-Recipient Report Template," attached as Exhibit D ("Report Template"). Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.

c. When a Project is finalized, and no later than December 31, 2025, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.

d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No.305-4926.01).

## 8. Accounting

a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, for each Project.

c. Sub-Recipient shall maintain documentation of its completed procurements (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

**9. Allowable Uses of Grant Funds**

a. SCAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.

i. REAP 2.0 Goals ("Goals") are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled ("VMT"), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the REAP 2.0 Notice of Funding Availability ("NOFA") and Final Guidelines for MPO Applicants and are made a part of the provisions of this MOU as if set forth in full.

ii. REAP 2.0 Objectives ("Objectives") include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the REAP 2.0 NOFA and Final Guidelines for MPO Applicants and are made a part of the provisions of this MOU as if set forth in full.

b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form.

c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.

d. Sub-Recipient shall use no more than 5 percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of Five Hundred Fifty-Four Thousand Four Hundred Thirty-One Dollars and Seventy-Five Cents ($554,431.75), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization's indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient's administration of the Projects.

i. Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.

ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs and/or fringe benefits costs in

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement ("NICRA") for the current fiscal year and subsequent years throughout the performance period. Indirect costs and/or fringe benefits costs may be sought for reimbursement only if Sub-Recipient has an approved NICRA from its cognizant agency on or before the Effective Date of this MOU.

If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient's independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.

If Sub-Recipient elects a de minimis indirect cost rate of 10%, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate of 10% is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.

e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. If Sub-Recipient does not formally request adoption of the funded activity, it may be subject to repayment of the Grant Funds.

**10. <u>Work Products</u>**

a. For purposes of this MOU, "Work Products" shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.

c. SCAG shall own all Work Products. SCAG grants to Sub-Recipient and to the public agency implementing the Project for which the Work Products were developed a perpetual royalty-free,

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's or the applicable public agency's sole risk and without liability or legal exposure to SCAG.

d. Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be held confidential by Sub-Recipient. Nothing furnished to SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. Sub-Recipient shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as Sub-Recipient treats its confidential information, but in no case less than reasonable care.

## 11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

## 12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG:
Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
(213) 630-1413
giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

To Sub-Recipient:
Jenny Chan
Planning and Programming Manager
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
(951) 787-7141
jchan@rctc.org

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



## 13. Insurance

a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

| Insurance Type | Requirements | Limits |
|---|---|---|
| General Liability | Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01. | Not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. |
| Automobile Liability | Automobile insurance at least as broad as Insurance Services Office form CA 00 01. | Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident. |
| Workers' Compensation/ Employer's Liability | Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees. | Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than $1,000,000 each accident. |
| Professional Liability Insurance | Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient's profession. | With limits of not less than $3,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU. |
| Builders Risk | Upon commencement of construction and with approval of SCAG, Sub-Recipient shall obtain and maintain builder's risk (course of construction) for the entire duration of the Project. Not required for Projects without construction. | Sub-Recipient shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical |

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



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| | | damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, Sub-Recipient and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Sub-Recipient's services and expenses required as a result of such loss. During the Project construction period, Sub-Recipient and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the Sub-Recipient or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, Sub-Recipient and all subcontractors of every tier. Further, Sub-Recipient hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in section 14 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding $10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding $50,000.00. The policy may have sublimits not less than the following: Earthquake $5,000,000.00 Flood $1,000,000.00 |

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



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|---|---|---|
| Pollution Liability | Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. Not required for Projects without construction. | The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this MOU shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship. |
| Products/Completed Operations Coverage | Coverage shall extend a minimum of three (3) years after project completion. Not required for Projects without construction. | Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. SCAG, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage. |

b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.

c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.

ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.

e. Any deductibles or self-insured retentions in amounts over $10,000 must be declared to and approved by SCAG.

f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.

g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. In the event Sub-Recipient's Consultant(s) cannot comply with the requirements, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

## 14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's gross negligence or willful misconduct.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



## 15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

## 16. Noncompliance

In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project schedule or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:

a. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.

b. Terminate this MOU pursuant to Section 17.

Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

## 17. Termination of MOU

a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to proportionally reduce funding to Sub-Recipient or terminate this MOU.

b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG and Sub-Recipient shall be paid for all services performed by Consultant(s) and accepted by Sub-Recipient through the effective date of termination.

c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, all finished or unfinished Work Products shall be provided to SCAG at its option.

## 18. Records Retention

a. Sub-Recipient and its Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the Projects, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

## 19. Monitoring and Audits

a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.

b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.

c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

**20. Small Business and Disabled Veteran Business Enterprise Participation**

a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)

b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

**21. Compliance with Laws, Rules, and Regulations**

a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.

b. Non-Discrimination/Equal Employment Opportunity

i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq*.) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

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ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.

iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.

iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.

v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.

c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).

e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of $100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:

i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



f. Priority Hiring Considerations. If this MOU includes services in excess of $200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC §10344(e).)

**22. Public Works and Construction**

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

a. Labor Code Requirements

i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.

ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.

iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.

iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 et *seq*., Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq*. Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.

c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.

d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.

e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Project.

g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.

h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.

i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

## 23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



## 24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

## 25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

## 26. Release of Information

Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.

To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

All communication materials must be provided to SCAG prior to completion so that inclusion of this element can be confirmed. SCAG will reply within three business days; if no reply is received, the Sub-Recipient can proceed without comments.

SCAG Communication Contact:

Alisha James
james@scag.ca.gov
(213) 236-1884

## 27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



**28. Severability**

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

**29. Survival**

The following sections survive expiration or termination of this MOU:

Section 10 (Work Products)
Section 12 (Notices)
Section 13 (Insurance)
Section 14 (Indemnification)
Section 15 (Disputes)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 26 (Release of Information)
Section 31 (Jurisdiction and Venue)
Section 32 (Waiver)

**30. Flow-Down Provisions**

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. If Sub-Recipient's standard form of Consultant agreement includes language that addresses the same subject matter, Sub-Recipient may utilize its standard language. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
Section 5.e. (Funding – repayment of ineligible costs)
Section 6 (Invoices)
Section 7 (Reporting)
Section 8 (Accounting)
Section 9 (Allowable Uses of Grant Funds)
Section 10 (Work Products)
Section 13 (Insurance)
Section 14 (Indemnification)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

**31. Jurisdiction and Venue**

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

**32. Waiver**

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

**33. Standard of Care**

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

**34. Force Majeure**

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

**35. Entire MOU**

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



## 36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

## 37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

## 38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1

**SIGNATURE PAGE TO**
**MEMORANDUM OF UNDERSTANDING**
**No. M-011-24**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")**

DocuSigned by:
By: Cindy Giraldo 7/26/2024
00E46B3F0E8F43F...
Cindy Giraldo — Date
Chief Financial Officer

APPROVED AS TO FORM:

DocuSigned by:
By: Jeffery Elder 7/26/2024
DCD6F4A01C5E4E0...
Jeffery Elder — Date
Chief Counsel

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Sub-Recipient")**

DocuSigned by:
By: 7/26/2024
69176F7F396C4B5...
Aaron Hake — Date
Executive Director

APPROVED AS TO FORM:

DocuSigned by:
By: 7/26/2024
E54DE3F1B3634C0...
Steven C. DeBaun — Date
General Counsel

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1

# RCTC: Exhibit A1-A5 – Scopes of Work

**Exhibit A-1 – RC01**

**Project Title:** RCTC Core Capacity Innovative Transit Study

**Project Description:** The Core Capacity Innovative Transit Study is a feasibility study that will inform new developments and projects along a designated corridor (I-15, I-215, San Jacinto Branch rail line) in western Riverside County. The long-term vision for the study is to develop a fully integrated transportation network that allows for multimodal access while leveraging advanced technology. The key focus points of the study include peak hour times and volumes, vehicle/capacity ratios, major origin/destination pairs, and gaps in transit service.

**Final Deliverable:**

- Final study reports and final technical memos

**Project Budget:** $3,000,000

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**Exhibit A-2 – RC02**

**Project Title:** Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network

**Project Description:** This study will create a vision and implementation plan for the multimodal transit-supportive rail station district in the City of Coachella, including a land-use focused development strategy, infrastructure investments, active transportation projects, and placemaking amenities to increase housing and jobs in a walkable, transit-accessible environment. Several potential station sites and one optimal rail station location will be evaluated to create a Transit Oriented Development (TOD) visioning plan.

**Final Deliverable:**

- Final Master Plan

**Project Budget:** $2,005,000

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**Exhibit A-3 – RC03**

**Project Title:** Riverside Transit Agency GoMicro Microtransit Pilot Program Extension

**Project Description:** This is an extension of RTA's GoMicro Microtransit Pilot Program, to serve the Hemet-San Jacinto area with an on-demand shared ride service. The service can serve infill development sites within Hemet and San Jacinto by connecting them to service that may exceed walking distance.

**Final Deliverable:**

- Operations and milestone reports

**Project Budget:** $2,378,635

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1

**Exhibit A-4 – RC04**

**Project Title:** Vehicle Miles Traveled Study

**Project Description:** RCTC and implementing partner CVAG will use funding in preparation of a Vehicle Miles Traveled (VMT) study to evaluate conditions and develop an implementation pathway to evaluation of VMT impacts in the region. The VMT study would provide local jurisdictions with a framework for the screening criteria, analysis methodologies, calculation tools, and mitigation strategies to establish VMT as the primary transportation evaluation metric.

**Final Deliverable:**

- Technical reports

**Project Budget:** $2,005,000

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1

**Exhibit A-5 – RC05**

**Project Title:** CV Link Community Connectors Analysis

**Project Description:** RCTC and CVAG will use funding to develop plans and preliminary engineering for construction of Class I and Class IV active transportation facilities in Coachella Valley. The CV Link Community Connector Analysis project builds upon CV Link, which suggests connector routes to expand the number of destinations accessible by alternative transportation. This project will build off CV Link and will conduct a detailed planning, conceptual engineering, and project development analysis to determine the most optimal connector routes.

**Final Deliverable:**

- Conceptual Connector Plan

**Project Budget:** $1,700,000

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**Exhibit B – Scope of Work Approval Form**

Regional Early Action Planning Grants of 2021 (REAP 2.0)
County Transportation Commission Partnership Program
Scope of Work Approval Form - Project Summary

**CTC:**
**Project:**

☐Original Scope of Work Approval
☐Revision Requested - Add, Remove, or Change Project Manager
☐Revision Requested to Project Tasks (Please check all that apply)
☐Revise/Delete a Previously Approved Task ☐ Task Budget Revision
☐Project/Task Date Change ☐Change in Deliverable (Interim)

☐Other (Please describe)

SCAG Approval Date: _____

Revision No. NUMBER

Revision Effective Date: _____

**Original Approved Summary of Projects Tasks (approved on DATE)**

Project/Activity Tasks Outline

| Task and sub-tasks | Staff/Consultant/ Both | Estimated cost | Begin date | End date | Deliverable |
|---|---|---|---|---|---|
| **1.0 Project Administration and Management** | Both | $Click or tap here to enter text. | | | |
| | Both | $Click or tap here to enter text. | Click to enter a date. | Click to enter a date. | |
| | Both | $Click or tap here to enter text. | Click to enter a date. | Click to enter a date. | |
| | Both | $Click or tap here to enter text. | Click to enter a date. | Click to enter a date. | |
| | Both | $Click or tap here to enter text. | Click to enter a date. | Click to enter a date. | |
| **Total Project Cost** | | **$**Click to enter text. | | | |

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**Requested Revisions to Project Tasks** *If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.*

Revised Project/Activity Tasks Outline

| Task and sub-tasks | Staff/Consultant/ Both | Estimated cost | Begin date | End date | Deliverable |
|---|---|---|---|---|---|
| **1.0 Project Administration and Management** | Both | $Click or tap here to enter text. | | | |
| | Both | $Click or tap here to enter text. | Click to enter a date. | Click to enter a date. | |
| | Both | $Click or tap here to enter text. | Click to enter a date. | Click to enter a date. | |
| | Both | $Click or tap here to enter text. | Click to enter a date. | Click to enter a date. | |
| | Both | $Click or tap here to enter text. | Click to enter a date. | Click to enter a date. | |
| **Total Project Cost** | | **$**Click to enter text. | | | |

**Route all budget changes to Accounting and B&G.**

**Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.**

**Revision Approval Requested By:**
CTC PROJECT MANAGER
Name / Title

_____
Signature Date

**Revision Approved By:**
SCAG Deputy Director or Authorized Designee
Name / Title

_____
Signature Date

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**Project Metrics**

Each REAP 2.0 project requires metrics to quantitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP 2.0 CTC quarterly progress reporting form. *Please select **all metrics** that will apply to your approved projects:*

1. Sample
   ☐ Sample

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| | |
|---|---|
| 1 | *Project* |
| ☐ Metrics for this project have been selected in the "Project Metrics" portion of this form. | |
| _____ (*Insert Number of*) Procurements Expected for this Project | |
| **Brief Description of Project:** (Pulled from project application)<br><br>**Alignment with SCAG Connect SoCal regional priorities:**<br><br>**Connection to REAP 2.0 Objectives (AFFH, Reducing VMT, Accelerating Infill Development):** | |

**Signatures on this page indicate approval of initial SAF in its entirety. Revisions do not require new signatures in this section.**

**Approved By:**

CTC Project Manager
Name / Title

_____
Signature Date

SCAG Project Manager
Name / Title

_____
Signature Date

**Initial SAF Approved By:**
SCAG Deputy Director

_____
Signature Date

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1



## Invoice Submittal Instructions

**This checklist shows the required documents that must be included when submitting an invoice.**
**Data input is required in all tabs.**
**NOTE: Sub-recipient can only claim costs incurred and paid to date.**

| Invoice Attachments | Cost Reimbursement |
|---|---|
| Cost Reimbursement Summary | ☐ (A) |
| Progress Report | ☐ (B) |
| Line-Item Billing | ☐ (C) |
| Labor Summary Report/Payroll Report | ☐ (D) |
| ODC Summary | ☐ (E) |
| Proof of Payments | ☐ (F) |

**(A)** The **Cost Reimbursement Summary** summarizes the information at the task level.

**(B)** The **Progress Report** shall describe the percentage and status of work completed at the task and overall level. The progress report should include the overall progress narrative including the work completed by the consultants. The progress report can be submitted in Word or PDF format, if desired.

**(C)** Enter all charges on the **Line-Item Billing** tab (direct labor, fringe, indirect/overhead, other direct costs, and consultants). The Sub-recipient can only claim costs incurred and paid to date. Reference all supporting documentation to the Line-Item Billing (in Column A)

**(D)** The **Labor Summary Report/Payroll Report** must account for the total SCAG activity for each employee during the pay period applicable to the project billed on the invoice.

**(E)** Provide a summary of **Other Direct Costs (ODCs)**, itemized by category. An example is provided.

**(F)** Submit proof of payments for all charges included in the **Line-Item Billing**.

1. Acceptable proof of payments are in the form of copy of checks or ACH payment confirmations. In addition, copy of paid invoices should also be provided for any consultants charges and payroll report/journal for all sub-recipient's direct labor charges.
2. Include a summary report from your financial accounting system showing total costs incurred to date (if available).
3. If the Indirect/Overhead Rate and/or Fringe Rate changed from the original approved rates, submit supporting documentation for review and approval with the invoice.
4. Reference all supporting documentation to the Line-Item Billing.

**(G)** Must submit electronic **Excel file** and signed **PDF file**.

***Note:*** *Sub-recipient is responsible for reviewing in detail all their consultant's charges and their subconsultant's charges, and verifying those charges are in compliance with the award and have been rendered in compliance with the Scope of Work. Sub-recipient shall retain all source documentation that account for Sub-recipient costs and payments made to consultants, contractors, vendors and subcontractors, including but not limited to, purchase orders, receipts, progress payments, subcontractor's invoices, timesheets, logs, travel requests, proof of payment, and financial reports. While some of these documents are not required to be submitted as part of the payment request, SCAG may request access to these documents at any time. Sub-recipient must retain these records as per Section 18 of the MOU and must ensure that only allowable costs are claimed.*

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1

Printed copy should be in Agency Letterhead

# Cost Reimbursement Summary

Email Excel file and PDF file to:
accountspayable@scag.ca.gov
Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Ste 1700
Los Angeles, CA 90017

Date: _____
Invoice #: _____
Billing Period: _____
MOU #: _____
OWP #: _____
MOU Term Date: _____
Project Title: _____

| | |
|---|---|
| Full Project Budget Amount | $ - |
| Remaining Budget | $ - |
| Percentage of Project Budget Spent | #DIV/0! |
| Overall Percentage of Work Completion | 0.00% |

| *Cost Categories* | *Budget* | *Current Invoice* | *Previously Invoiced* | *YTD Expenditure* | *Balance* |
|---|---|---|---|---|---|
| | | | | | |
| Task #1 | $ - | $ - | $ - | $ - | $ - |
| Task #2 | $ - | $ - | $ - | $ - | $ - |
| Task #3 | $ - | $ - | $ - | $ - | $ - |
| Task #4 | $ - | $ - | $ - | $ - | $ - |
| Task #5 | $ - | $ - | $ - | $ - | $ - |
| Task #6 - 5% Admin | $ - | $ - | $ - | $ - | $ - |
| | | | | | |
| GRAND TOTAL | $ - | $ - | $ - | $ - | $ - |

Please send check to:
CTC Name
Address
City/State/ZIP

By signing this report under penalty of perjury, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. I will retain all supporting documentation as required and make it available upon request. I will refund any audit disallowances to SCAG.

Signature of an Authorized Official

Title

Full Name of an Official who is Authorized to Legally Bind the Organization

Date

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SCAG
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Invoice #: 0
Billing Period: 0
MOU #: 0

# Progress Report

0

Overall Percentage of Work Completion: 0.00%

| | | |
|---|---|---|
| Task 1: | Task Name | 0.00% |
| | • | |
| | • | |
| | • | |
| PENDING NEXT MONTH | | |
| | • | |
| | • | |
| Task 2: | Task Name | 0.00% |
| | • | |
| | • | |
| | • | |
| PENDING NEXT MONTH | | |
| | • | |
| | • | |
| Task 3: | Task Name | 0.00% |
| | • | |
| | • | |
| | • | |
| PENDING NEXT MONTH | | |
| | • | |
| | • | |
| Task 4: | Task Name | 0.00% |
| | • | |
| | • | |
| | • | |
| PENDING NEXT MONTH | | |
| | • | |
| | • | |
| Task 5: | Task Name | 0.00% |
| | • | |
| | • | |
| | • | |
| PENDING NEXT MONTH | | |
| | • | |
| | • | |
| Task 6 - 5% Admin: | Task Name | 0.00% |
| | • | |
| | • | |
| | • | |
| PENDING NEXT MONTH | | |
| | • | |
| | • | |

Docusign Envelope ID: DC09C313-D4E3-43D5-9AA4-2FB775F95BC1

## Line-Item Billing

CTC Project Manager Name:
CTC Name
CTC Address

Invoice #: 0
Billing Period: 0
MOU #: 0

Project Title: 0

| Reference No. | Cost Categories | Approved Rates | Task #1<br>Task Name<br>*Amount* | Task #2<br>Task Name<br>*Amount* | Task #3<br>Task Name<br>*Amount* | Task #4<br>Task Name<br>*Amount* | Task #5<br>Task Name<br>*Amount* | Task #6 - 5% Admin<br>Task Name<br>*Amount* | Grand Total (All tasks)<br>Grand Total (All tasks) |
|---|---|---|---|---|---|---|---|---|---|
| | ***Direct Labor Classification(s):*** | | | | | | | | |
| | Project Staff per Labor Summary Report/Payroll Report | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | | | | | |
| | **Subtotal - Direct Labor** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| | ***Indirect/Overhead & Fringe*** (inc. G&A): | | | | | | | | |
| | Indirect/Overhead | 0.00% | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | Fringe | 0.00% | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | | | | | |
| | **Subtotal - Overhead & Fringe (inc G&A):** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| | ***Other Direct Costs (ODCs)*** | | | | | | | | |
| | Travel | | $ - | $ - | $ - | $ - | $ - | | $ - |
| | Printing - Directly Chargeable only | | $ - | $ - | $ - | $ - | $ - | | $ - |
| | Other | | $ - | $ - | $ - | $ - | $ - | | $ - |
| | | | | | | | | | |
| | **Subtotal - ODCs:** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **$ -** |
| | ***Consultant(s)*** | | | | | | | | |
| | Consultant 1 | | $ - | $ - | $ - | $ - | $ - | | $ - |
| | Consultant 2 | | $ - | $ - | $ - | $ - | $ - | | $ - |
| | Consultant 3 | | $ - | $ - | $ - | $ - | $ - | | $ - |
| | Consultant 4 | | $ - | $ - | $ - | $ - | $ - | | $ - |
| | | | | | | | | | |
| | **Subtotal - Consultant(s):** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **$ -** |
| | **GRAND TOTAL** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **OVERALL PERCENTAGE OF COMPLETION FROM PROGRESS REPORT** | | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| | **BUDGET** | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **PREVIOUSLY (CUMULATIVE) REIMBURSED AMOUNT AFTER DISALLOWANCES** | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | **YTD EXPENDITURES (BILLED TO DATE)** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| | **EARNED TO DATE** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| | **VARIANCE** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| | | | | | | | | | #DIV/0! |

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## Labor Summary Report/Payroll Report

CTC is required to provide a labor summary report/payroll report that supports the Direct Labor costs for Project Staff billed in the Line-Item Billing.

The report should detail employee's name, hours, and pay rate. Report total must reconcile to the total labor costs billed and segregate employee labor costs to be charged to the 5% Admin portion of the project staff costs.

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Invoice #: 0
Billing Period: 0
MOU #: 0

## Other Direct Costs (ODC) Summary

0

Travel

| Date | Type | Purpose | Cost |
|---|---|---|---|
| | | | |
| | | | $0.00 |

Printing - Directly Chargeable only

| Date | Type | Purpose | Cost |
|---|---|---|---|
| | | | $0.00 |
| | | | $0.00 |

Other

| Date | Type | Purpose | Cost |
|---|---|---|---|
| | | | $0.00 |
| | | | $0.00 |

Total ODC $0.00 matches

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SCAG
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Invoice #: 1
Billing Period: 02/1/19-06/30/23
MOU #: M-008-24

## Other Direct Costs (ODC) Summary

LA01 Enhanced GoSGV E-Bike Share Program

RECOMMENDED

Travel

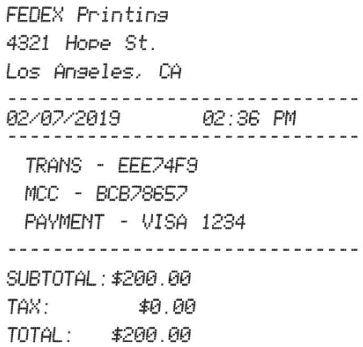
| Date | Type | Purpose | Cost |
|---|---|---|---|
| 2/13/2019 | Transportation | Meeting w/ Project Manager - Lunch | $50.00 |
| 2/13/2019 | Transportation | Travel back home from meeting - Mileage | $25.00 |
| | | | $75.00 |

Printing - Directly Chargeable only

| Date | Type | Purpose | Cost |
|---|---|---|---|
| 2/7/2019 | Printing | Marketing Posters | $200.00 |
| | | | $200.00 |

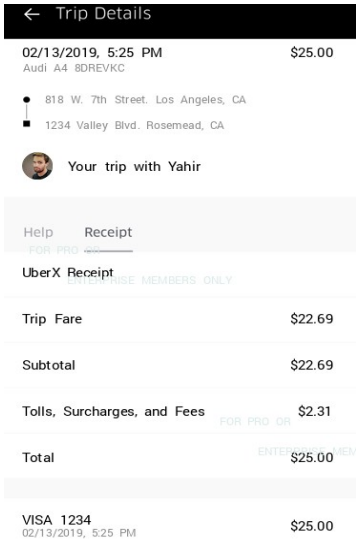
Total ODC $275.00

ODC Receipt Samples - (receipts to be retained by CTC for audit purposes):



FEDEX Printing
4321 Hope St.
Los Angeles, CA
---
02/07/2019 02:36 PM
---
TRANS - EEE74F9
MCC - BCB78657
PAYMENT - VISA 1234
---
SUBTOTAL: $200.00
TAX: $0.00
TOTAL: $200.00

PLEASE COME AGAIN
THANK YOU



Trip Details

02/13/2019, 5:25 PM $25.00
Audi A4 8DREVKC

818 W. 7th Street. Los Angeles, CA
1234 Valley Blvd. Rosemead, CA

Your trip with Yahir

Help Receipt

UberX Receipt

| | |
|---|---|
| Trip Fare | $22.69 |
| Subtotal | $22.69 |
| Tolls, Surcharges, and Fees | $2.31 |
| Total | $25.00 |
| VISA 1234 02/13/2019, 5:25 PM | $25.00 |



Meeting with Project Manager
818 W. 7th Street
Los Angeles

02/13/2019
02:28 PM

$50.00
TRANS:B854
AUTH: B7AF72F

TAXI

TAX $50.00
VISA 1234 $50.00

ICC
APPROVED
S819

THANK YOU
CUSTOMER COPY

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# Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD

Exhibit 2

FLOW DOWN PROVISIONS

Reference in this Exhibit 2 to "this MOU" or "the MOU" shall mean and refer to the Cooperative Agreement to which these Flow Down provisions are attached. CVAG agrees that it shall comply with the Flow Down Provisions as set forth below. The term "Projects" as used in these Flow Down Provisions shall mean and refer to the Projects to be completed by CVAG as described in the Cooperative Agreement.

**3. Scope of Work and Sub-Recipient's Responsibilities**

c. CVAG must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of SCAG MOU or this MOU, and repayment of the Grant Funds.

e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, CVAG shall procure in compliance with all applicable federal, state, and local laws and regulations.

f. The term "Consultant(s)" shall hereinafter refer to all entities that CVAG procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.

g. Upon request, CVAG shall provide information to the RCTC or SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this MOU, CVAG shall provide a copy of the RFP to the RCTC or SCAG Project Manager. SCAG may require documentation of RFPs and Notices to Proceed before approval of RCTC and CVAG invoice reimbursement

k. Any and all notices, reports, or other communications required by SCAG MOU or this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury

**5. Funding**

e. Any costs for which CVAG receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by CVAG within thirty (25) calendar days of CVAG receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should CVAG fail to reimburse unallowable costs due to SCAG within thirty (25) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to RCTC and CVAG.

## 6. Invoices

a. SCAG MOU and this MOU are Cost Reimbursement agreements. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in the most current fully executed SOW Approval Form. All invoices submitted to RCTC for payment shall be e-mailed to ap@rctc.org (file cannot exceed 10MB). All invoices submitted to RCTC for the Projects shall reference the OWP Project Number (OWP No. 305-4926.01). A separate invoice must be submitted for each individual Project.

b. By the tenth following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), CVAG shall submit an invoice for each Project to RCTC using the "Invoice Report" provided. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by CVAG's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior quarter, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. The invoice progress report shall serve as the formal quarterly reporting for the project. RCTC shall submit an invoice to SCAG for each project by the twenty-first following the start of a new quarter (ie., January 21, April 21, July 21, October 21). SCAG shall review the Invoice Report for compliance with the SCAG MOU. If SCAG determines that the Invoice Report is compliant with the SCAG MOU, SCAG shall approve the Invoice Report and issue payment to RCTC. Upon payment receipt, RCTC will issue payment to CVAG.

c. Incomplete or inaccurate invoices may be returned to RCTC or CVAG for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If RCTC or CVAG corrects the error, the disallowed items can be included in the next set of invoices.

d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to CVAG, and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see the link for a summary of travel reimbursement rules.

e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. CVAG agrees to submit all invoices to RCTC for eligible expenses incurred through June 30th, no later than July 10th during the Term of this MOU. SCAG and RCTC shall not be obligated to pay CVAG for any invoice received after such date.

f. CVAG shall submit its final invoice to RCTC within twenty (20) days of the completion of each individual Project, but no later than December 21, 2025, whichever is first. SCAG and RCTC shall not be obligated to pay-CVAG for any invoice received after such date.

g. CVAG will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub- Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

## 7. Reporting

a. At any time during the term of this MOU, SCAG or RCTC may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU.

b. By February 1st of each year following receipt of funding pursuant to this MOU, CVAG shall submit to RCTC an Annual Report using the "Sub-Recipient Report Template," provided ("Report Template"). CVAG shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by CVAG's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. By February 10 of each year following receipt of funding pursuant of this MOU, RCTC shall submit to SCAG an Annual Report for each Project.

c. When a Project is finalized, and no later than December 21, 2025, CVAG shall submit a Close-Out Report for the Project to RCTC. RCTC shall then submit a Close-Out Report for the Project to SCAG when a project is finalized, and no later than December 31, 2025. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of CVAG is not available at this time, but will be provided when it becomes available.

d. All reports submitted to RCTC and SCAG shall reference the OWP Project Number (OWP No.305-4926.01).

## 8. Accounting

a. CVAG shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices

b. CVAG shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, for each Project.

c. CVAG shall maintain documentation of its completed procurements (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

## 9. Allowable Uses of Grant Funds

a. SCAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.

i. REAP 2.0 Goals ("Goals") are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled ("VMT"), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the REAP 2.0 Notice of Funding Availability ("NOFA") and Final Guidelines for MPO Applicants and are made a part of the provisions of the SCAG MOU as if set forth in full.

ii. REAP 2.0 Objectives ("Objectives") include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the REAP 2.0 NOFA and Final Guidelines for MPO Applicants and are made a part of the provisions of the SCAG MOU as if set forth in full.

b. Project Funds and Grant Funds shall only be used by RCTC and CVAG for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form.

c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by RCTC and CVAG for activities not directly related to eligible activities.

d. RCTC and CVAG shall use no more than 5 percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of One Hundred Eighty-Five Thousand -Two Hundred and Fifty Dollars ($185,250), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization's indirect cost pool. Additional funds may be used from other sources solely contributed by CVAG to support CVAG's administration of the Projects.

i. CVAG must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.

ii. If CVAG is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. CVAG must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to RCTC and SCAG Project Manager of the approved negotiated indirect cost rate agreement ("NICRA") for the current fiscal year and subsequent years throughout the performance period. Indirect costs and/or fringe benefits costs may be sought for reimbursement only if CVAG has an approved NICRA from its cognizant agency on or before the Effective Date of this MOU.

iii. If CVAG is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from CVAG's independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.

iv. If CVAG elects a de minimis indirect cost rate of 10%, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements

For Federal Awards and submit the signed form to RCTC and SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate of 10% is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.

e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by CVAG to submit the completed planning document to the applicable board, council, or other entity for adoption. If CVAG does not formally request adoption of the funded activity, it may be subject to repayment of the Grant Funds.

**10. Work Products**

a. For purposes of this MOU, "Work Products" shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship CVAG or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

b. CVAG shall submit one (1) electronic copy of all Work Products associated with the Projects to RCTC. RCTC shall submit to the assigned SCAG Project Manager.

c. SCAG shall own all Work Products. SCAG grants to CVAG and RCTC a perpetual royalty-free, non- assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at CVAG or RCTC's sole risk and without liability or legal exposure to SCAG.

d. Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be held confidential by CVAG. Nothing furnished to RCTC or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. CVAG shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as CVAG treats its confidential information, but in no case less than reasonable care.

**13. Insurance**

a. CVAG, at its own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

| Insurance Type | Requirements | Limits |
|---|---|---|
| General Liability | Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01. | Not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. |
| Automobile Liability | Automobile insurance at least as broad as Insurance Services Office form CA 00 01. | Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident. |
| Workers' Compensation/ Employer's Liability | Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees. | Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than $1,000,000 each accident. |
| Professional Liability Insurance | Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient's profession. | With limits of not less than $3,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU. |
| Builders Risk | Upon commencement of construction and with approval of SCAG, Sub-Recipient shall obtain and maintain builder's risk (course of construction) for the entire duration of the Project. Not required for Projects without construction. | Sub-Recipient shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical |

| | | |
|---|---|---|
| | | damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, Sub-Recipient and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Sub-Recipient's services and expenses required as a result of such loss. During the Project construction period, Sub-Recipient and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the Sub-Recipient or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, Sub-Recipient and all subcontractors of every tier. Further, Sub-Recipient hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in section 14 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding $10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding $50,000.00. The policy may have sublimits not less than the following: Earthquake $5,000,000.00 Flood $1,000,000.00 |

| | | |
|---|---|---|
| Pollution Liability | Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. Not required for Projects without construction. | The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this MOU shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship. |
| Products/Completed Operations Coverage | Coverage shall extend a minimum of three (3) years after project completion. Not required for Projects without construction. | Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. SCAG, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage. |

b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of CVAG under this agreement.

c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

i. SCAG, RCTC, their officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of CVAG; products and completed operations of CVAG; premises owned, occupied or used by CVAG; or automobiles owned leased, hired or borrowed by CVAG. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, RCTC, their officials and employees.

ii. For any claims related to this Project, CVAG's insurance coverage shall be primary insurance as respects SCAG, RCTC, their officials and employees. Any insurance or self-insurance maintained by SCAG and RCTC shall be excess of CVAG's insurance and shall not contribute with it.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, RCTC, their officials and employees. CVAG's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, RCTC, their, officials, employees, and volunteers.

e. Any deductibles or self-insured retentions in amounts over $10,000 must be declared to RCTC and approved by SCAG.

f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.

g. CVAG shall furnish RCTC, for provisions to SCAG, with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, CVAG shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

h. CVAG agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of CVAG. CVAG agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event CVAG's Consultant(s) cannot comply with this requirement, which proof must be submitted to RCTC for approval by SCAG, CVAG shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the CVAG's requirements under this MOU. This provision does not relieve CVAG of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide CVAG with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of CVAG under this MOU given the limited scope of work or services provided by the Consultant(s). CVAG agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

**14. <u>Indemnification</u>**

CVAG shall fully defend, indemnify and hold harmless SCAG, its members, RCTC, their officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's or RCTC's gross negligence or willful misconduct.

**18. <u>Records Retention</u>**

a. CVAG and its Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the Projects, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by CVAG and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

**19. Monitoring and Audits**

a. SCAG and RCTC may monitor expenditures and activities of CVAG and its Consultant(s) as deemed necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.

b. At any time during the term of this MOU, SCAG, RCTC, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, CVAG shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.

c. CVAG agrees that SCAG, RCTC, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. CVAG agrees to provide any relevant information requested. Copies shall be made and furnished to RCTC or SCAG upon request at no cost to RCTC or SCAG.

d. CVAG agrees to permit SCAG, RCTC, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

e. If there are audit findings from SCAG or HCD's audit, CVAG must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

**21. Compliance with Laws, Rules, and Regulations**

a. CVAG agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.

b. Non-Discrimination/Equal Employment Opportunity

i. During the performance of this MOU, CVAG assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq*.) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. CVAG shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

ii. CVAG shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs. tit. 2,§ 11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.

iii. CVAG shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.

iv. CVAG shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.

v. CVAG shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.

c. Recycling Certification. CVAG shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

d. Anti-Trust Claims. CVAG, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).

e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of $100,000, CVAG acknowledges in accordance with Public Contract Code 7110, that:

i. CVAG recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and CVAG, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Priority Hiring Considerations. If this MOU includes services in excess of $200,000, CVAG shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC §10344(e).)

## 23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

## 24. Independent Contractor

CVAG and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

## 25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

## 26. Release of Information

CVAG shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials. To ensure consistency of public information about SCAG programs and funded work products, CVAG is required to notify and coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

All communication materials must be provided to SCAG prior to completion so that inclusion of this element can be confirmed. SCAG will reply within three business days; if no reply is received, CVAG can proceed without comments.

SCAG Communication Contact:

Alisha James
james@scag.ca.gov
(213) 236-1884

The following provisions above shall survive any termination of the SCAG MOU or this MOU:

Section 10 (Work Products)
Section 13 (Insurance)
Section 14 (Indemnification)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 26 (Release of Information)

**ITEM 8B**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Arts and Music Line Project Status Update**

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

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**Recommendation: Information**

**Transportation Committee:** This update was presented at the August 26 meeting.

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

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

CVAG's Executive Committee and Transportation Committee have taken a number of steps to move the project along. This includes actions in April 2024, when CVAG authorized Amendment No. 3 to the design contract to cover additional project coordination needed to complete the environmental review and get the project construction ready. Committee members have also expressed an interest in getting a detailed update to the project, which this staff report and accompanying presentation provides.

CVAG is anticipating soliciting construction bids in late 2025. Design of the project along Avenue 48, Dillon Road and side streets is nearing 100% completion and will be submitting plans for review by the end of August. In February 2021, the project received CEQA clearance, and in May 2024, Caltrans approved the environmental documents for the project, a major milestone that allows right-of-way acquisition to begin. No further actions are needed from CVAG committees or the cities regarding environmental approvals. The project team has made initial contacts with property owners outside of the public right of way.

A key element of the project has been a proposed connection from the main project spine along Avenue 48 to the CV Link at Promontory Point, which is a signature access point that connects the Cities of La Quinta and Indio. The AML project connection is proposed to run along the west bank of the La Quinta Evacuation Channel and cross under the two existing vehicular bridges at Jefferson Street and Highway

111. As the project design has progressed, the project team has engaged with Coachella Valley Water District (CVWD) to address concerns raised by their staff.

In December, CVAG met with public safety and public works staff from La Quinta and Indio, as well as Friends of CV Link, and received input on the safety concerns related to the various crossing options, and eventually received unanimous support for an undercrossing option. Despite addressing the staff concerns, CVWD staff in March placed on hold the approval for the undercrossings. Following additional communication between the two agencies, CVWD resumed engagement with CVAG staff in July and work is currently underway to complete hydraulic analysis and design of this key segment. As a result of this delay in project review, the project construction start has been pushed back by up to six months. CVAG will be requesting a time extension from California Transportation Commission (CTC) in early 2025, which is required due to the funding attached to the project. Construction bidding is now projected to occur in the third quarter of 2025 with projected completion in 2028.

**Fiscal Analysis:** Pending completion of the design of the La Quinta Evacuation Channel connection and final plan review comments from the cities, the current estimate for the total cost of the project is $65.6 million. The ATP grant that was secured for the project will cover construction-related costs.

Construction costs continue to rise and are being tracked as the project design continues. Staff are working with the cities to address cost-sharing of the local share of the construction phase, allowing them to budget for future fiscal years. A breakdown of costs is provided in the following table.

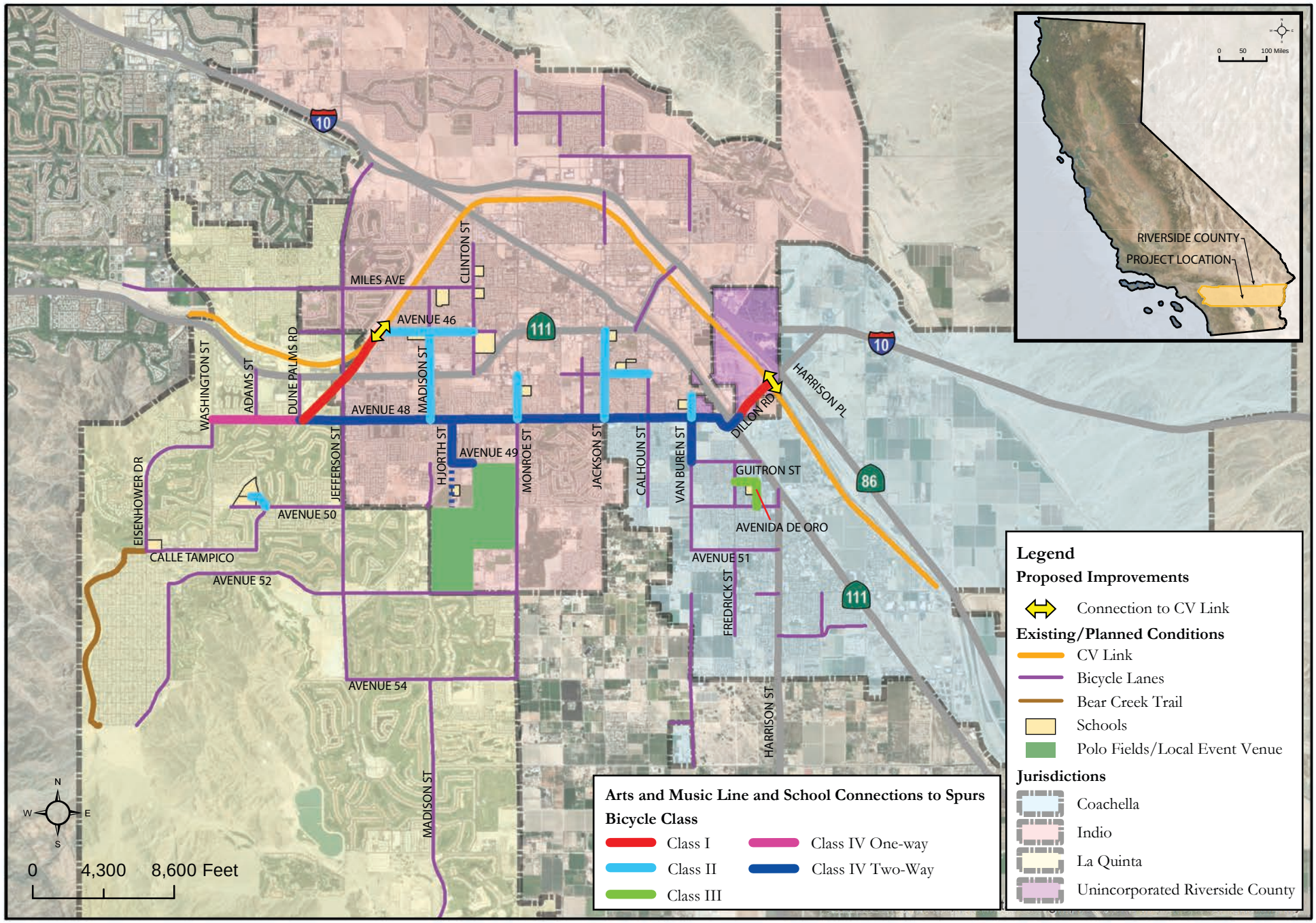
| SUMMARY OF PROJECT COSTS (IN THOUSANDS) | | | | |
|---|---|---|---|---|
| **EXPENDITURE** | **ATP GRANT** | **TOTAL LOCAL (25%)** | **CVAG (75%)** | **TOTAL COST** |
| PROFESSIONAL SERVICES *(includes actual costs for pre-construction contracts and estimate of CM services)* | | $3,597 | $10,790 | $14,387 |
| ROW, PERMITTING & UTILITIES *(estimated)* | | $476 | $1,429 | $1,905 |
| CONSTRUCTION *(estimated)* | $36,483 | $3,209 | $9,627 | $49,319 |
| **TOTAL ESTIMATED COST** | **$36,483** | **$7,282** | **$21,846** | **$65,611** |

Funding is being split on the 75 percent/25 percent funding formula that is standard for regional projects. Because the Arts and Music Line's local share spans more than one jurisdiction, the approved reimbursement agreements split the 25 percent local share based on the length of the project in each jurisdiction. Consequently, the local share has been split with the City of La Quinta covering 25 percent of the local share; City of Indio covering 67 percent; and the City of Coachella covering the remaining 8 percent.

Additional agency reimbursement agreement amendments will be presented for authorization over the remaining project schedule for right-of-way costs, utility relocations and railroad coordination, construction contract award, design support and construction management.

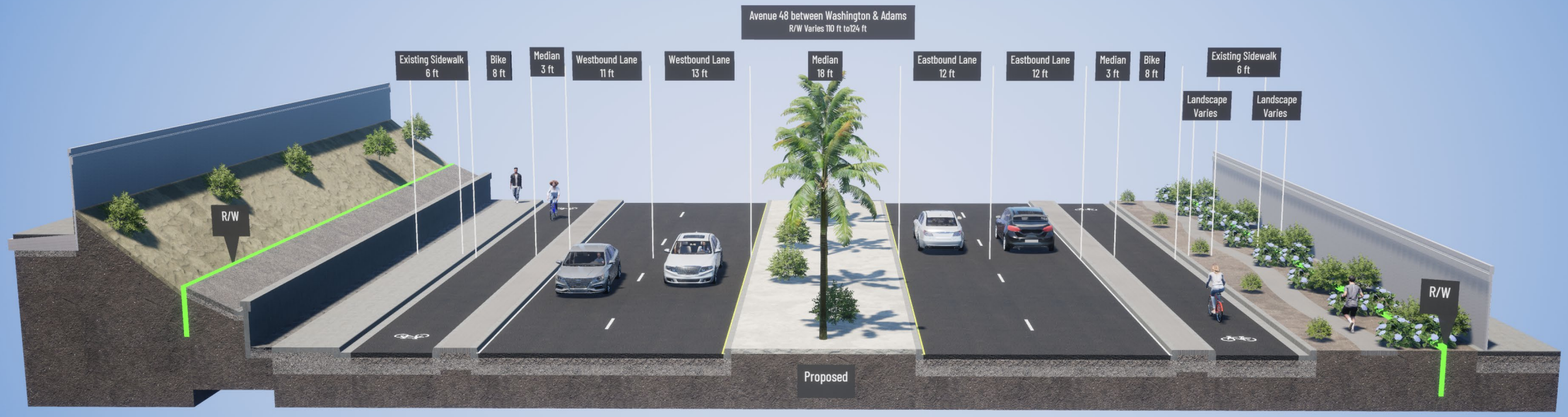
**Attachments:**

1. Project Location Map
2. Project Renderings



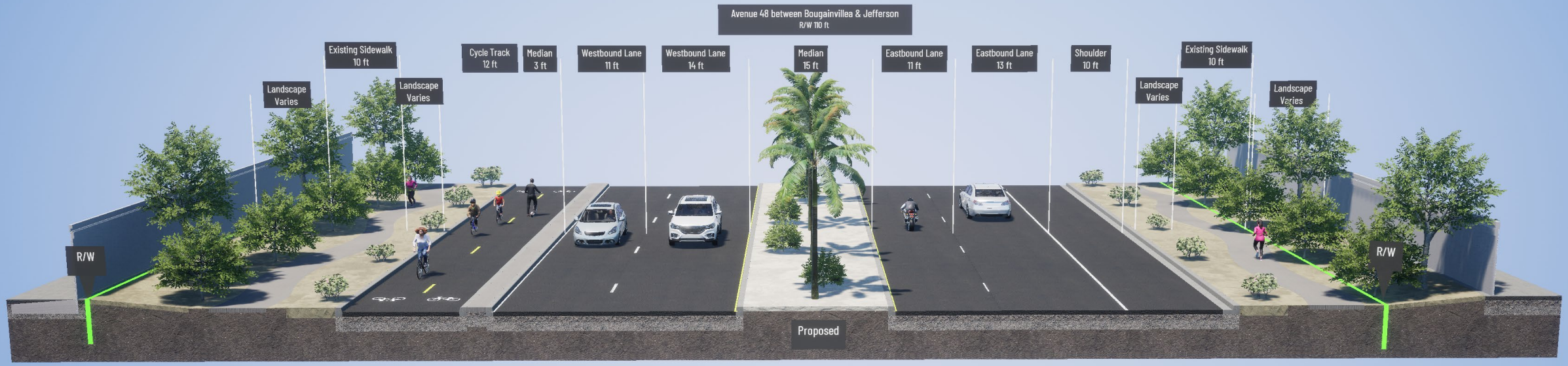

*CVAG Arts and Music Line*
*Active Transportation Program Cycle 6 Grant Application*

# Project Location Map




**Proposed**

# Avenue 48
# Washington Street – Dune Palms Road

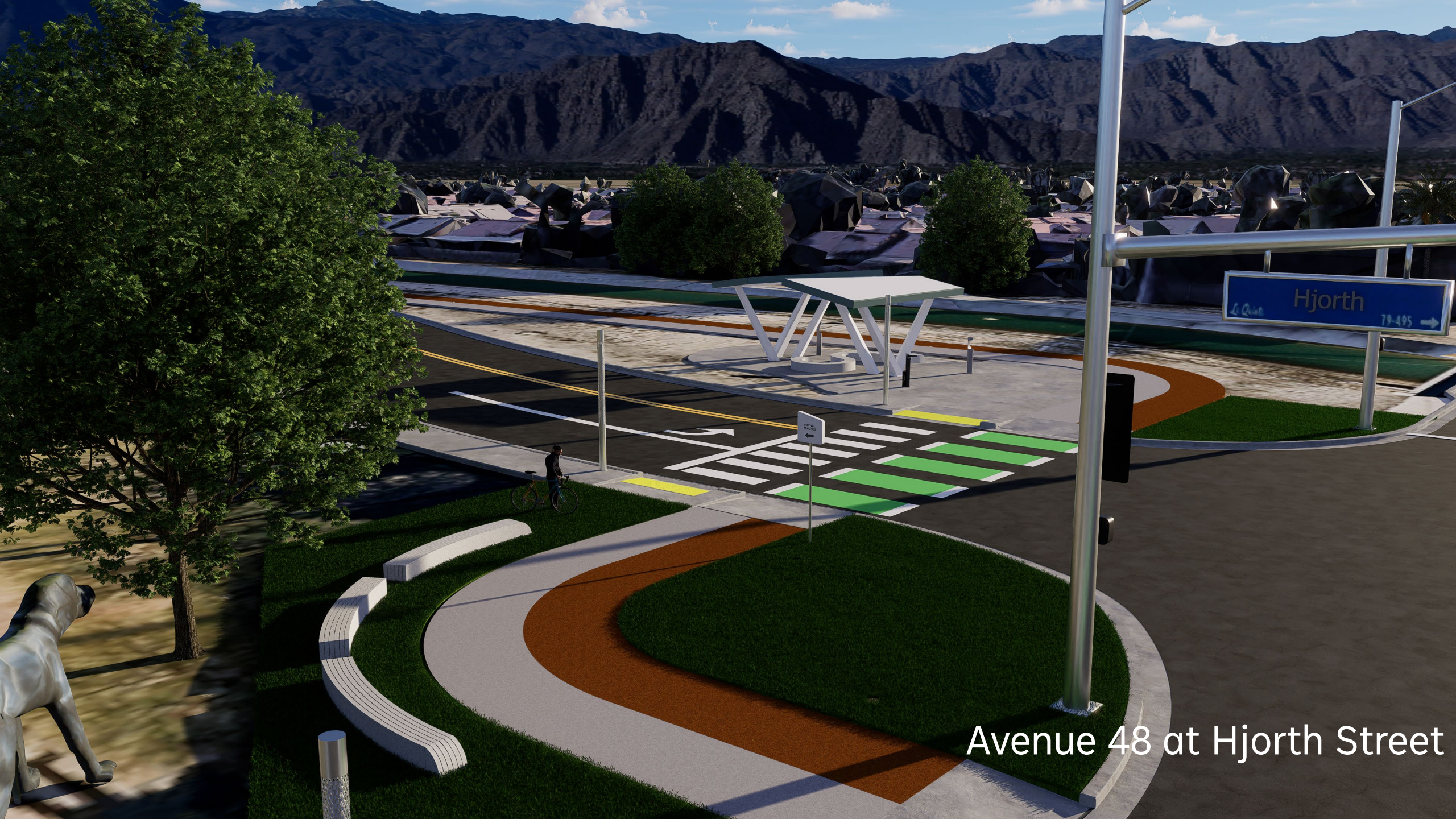



**Proposed**

# Avenue 48
# Dune Palms Road – Van Buren Street




Avenue 48 at Hjorth Street




Avenue 48 at Hjorth Street


Avenue 48 at Dune Palms Road



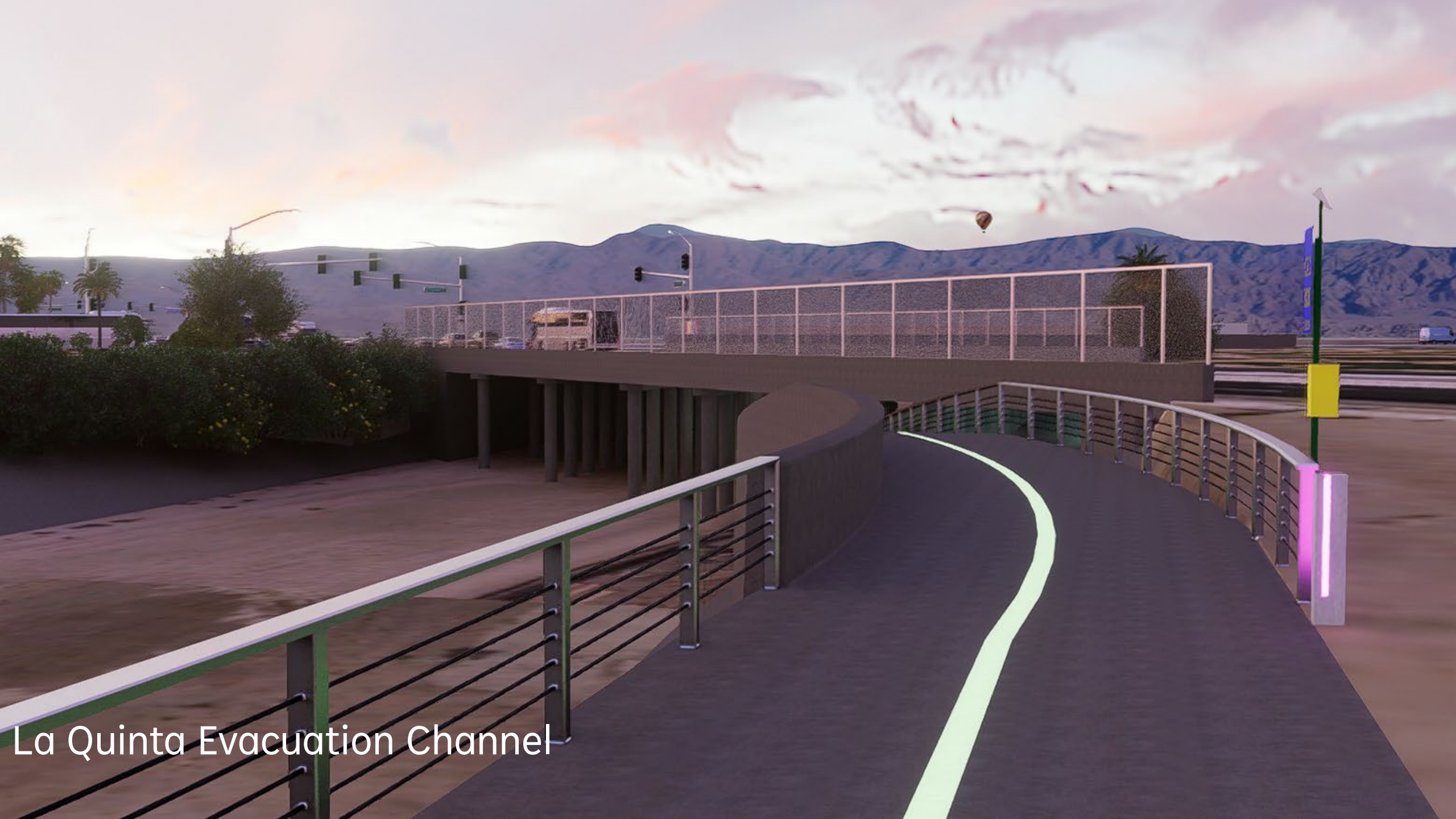

Avenue 48 at La Quinta Evacuation Channel


Avenue 48 at La Quinta Evacuation Channel




Avenue 48 at La Quinta Evacuation Channel


La Quinta Evacuation Channel


La Quinta Evacuation Channel



La Quinta Evacuation Channel

**ITEM 8C**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Local Partnership Program (LPP) formula funds for the Interstate 10/Monroe Project**

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

**Recommendation: Authorize the Executive Director to confirm to the Riverside County Transportation Commission the allocation of all available Local Partnership Program (LPP) formula funds to the I-10/Monroe Street Interchange**

**Transportation Committee:** Concurred (Meeting of August 26)

**Background:** In April 2017, the California State Legislature passed, and Gov. Jerry Brown signed into law Senate Bill 1, increasing funding for transportation in California by approximately $5 billion annually. Included in SB 1 is a new funding program, Local Partnership Program (LPP), funded at $200 million annually. LPP is designed to reward and incentivize local and regional agencies to go to voters for approval of fees and taxes for which the revenues are dedicated solely to transportation.

The California Transportation Commission (CTC), which has implementing authority for the LPP, has adopted guidelines for administration of LPP funds. On August 2, 2024, the CTC adopted guidelines for the LPP distribution for fiscal years 2025-26 and 2026-27.

In the current formula funding cycle, covering fiscal years (FY) 2026 through 2027, Riverside County is receiving approximately $6.8 million annually by formula. The following table illustrates how LPP Formula funds would be distributed based on share of taxable sales in Riverside County.

*LPP Formula funding distribution in Riverside County by share of taxable sales*

| Fiscal Year | Riverside County Formula Share | % of Western County Taxable Sales | Western County LPP Formula $ | % of Eastern County Taxable Sales | Eastern County LPP Formula $ |
|---|---|---|---|---|---|
| 2017/2018 | $6,810,000 | 77.30% | $5,263,898 | 21.12% | $1,506,070 |
| 2018/2019 | 6,810,000 | 77.62% | 5,286,211 | 21.84% | 1,487,615 |
| 2019/2020 | 7,042,000 | 78.00% | 5,492,577 | 21.49% | 1,513,319 |
| 2020/2021 | 6,495,000 | 78.12% | 5,355,689 | 21.45% | 1,470,508 |
| 2021/2022 | 6,856,000 | 78.14% | 5,075,391 | 21.42% | 1,391,170 |
| 2022/2023 | 6,495,000 | 80.03% | 5,197,949 | 19.49% | 1,265,876 |
| 2023/2024 | 7,044,000 | TBD | *5,637,313* | TBD | *1,406,687* |
| 2024/2025 | 7,044,000 | TBD | *5,637,313* | TBD | *1,406,687* |
| 2025/2026 | 6,882,000 | TBD | *5,507,665* | TBD | *1,374,335* |
| 2026/2027 | 6,835,000 | TBD | *5,470,051* | TBD | *1,364,950* |
| **TOTAL** | **$68,313,000** | **TBD** | ***$53,924,056*** | **TBD** | ***$14,187,217*** |

To date, RCTC has programmed the entire share of Riverside County's LPP Formula funds on western county projects. On December 5, 2022, the Executive Committee approved a memorandum of understanding between CVAG and RCTC that was designed to determine a fair share of multiple funding sources. The MOU identified that in order to address LPP in the future, the next two-year cycle (FY25/26 to FY26/27) of LPP formula funds – with approximately $14 million available – could be completely allocated toward the Interstate 10/Monroe Street interchange project.

LPP formula funds can be utilized by preparing a formal nomination package as outlined in the CTC adopted guidelines for the LPP. The current guidelines dictate that nomination packages include a cover letter, fact sheet, project description, background, purpose, and need, project scope, status, and benefits, maps, performance metrics including benefit cost assessment, cost estimate and sources disclosure, delivery plan and risk analysis, electronic project programming request form, and state highway system project assessment form (if applicable). Once the LPP formula funds have been programmed by the CTC, RCTC must submit an allocation request through Caltrans Local Assistance two months prior to when RCTC needs the funds to be available for expenditure.

The City of Indio has a service agreement with the County of Riverside to act as the lead delivery agency for the project. Consistent with the MOU, staff is now recommending the Executive Director be authorized to confirm to RCTC that all available LPP funding is allocated to the Monroe interchange. The County and Indio will work with their consultant to prepare the formal nomination package in accordance with the CTC adopted guidelines for RCTC to submit on the project's behalf.

**Fiscal Analysis**: There are no additional costs to CVAG for this allocation of LPP funding. On December 5, 2022, CVAG authorized $30,847,500 in regional funding for the Interstate 10/Monroe Street Interchange. CVAG has also worked with the City, County and RCTC to identify additional funding opportunities, including a vote in September 2023 to designate nearly $6.8 million in available State Transportation Improvement Program (STIP) funding.

The following table breaks down the estimated cost and the funding for the project to date:

| Project Phase | 95% Estimate |
|---|---|
| Project Study Report (PSR) | $1,500,000 |
| Project Approval/ Environmental Documentation (PAED) | $1,800,000 |
| Plans Specifications & Estimates (PSE) | $5,800,000 |
| Right of way | $7,900,000 |
| Construction | $86,000,000 |
| Construction Management | $14,340,000 |
| Total | $117,340,000 |
| | |
| Funding Source | Amount |
| STIP | $14,328,587 |
| STBG | $26,232,000 |
| LPP (pending confirmation) | $14,187,217 |
| CVAG | $30,847,500 |
| Other Local | $31,744,696 |
| Total | $117,340,000 |

**ITEM 8D**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Update on Coachella Valley Energy Commission and Ongoing Analysis of Regional Alternative Governance**

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

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**Recommendation: Authorize the Executive Director to continue support of the Coachella Valley Energy Commission's process for investments and planning of electrical service in Coachella Valley, including but not limited to developing a new joint powers authority and creating a potential staffing agreement with CVAG**

**Energy & Sustainability Committee:** Due to time constraints at the meeting, this item was not discussed when the Energy & Sustainability Committee met in September.

**Background:** Addressing representation concerns on energy related matters for the Coachella Valley jurisdictions served by Imperial Irrigation District (IID) and ensuring electricity infrastructure is adequate to meet growing demand is a top priority. Over the last three years, IID's Coachella Valley Energy Commission has served to convene key stakeholders to address these issues. CVAG has been contracted to provide staffing support to these efforts. In January, CVAG entered into an agreement with Leading Resources Incorporated (LRI) in order to assist in facilitating the process to arrive at a regional solution. This agreement was entered into at the request of CVEC and was vetted through the CVEC Governance Committee. Since that time, LRI has conducted three strategic planning sessions to help analyze governance options and develop a strategic plan with actionable steps.

Through the CVEC strategic planning sessions, it has been acknowledged that service by IID has many benefits, including low rates and reliable powers. However, members continue to express concerns about IID's ability to get new electric capacity installed in a timely manner and the lack of local representation on key electrical infrastructure and program decisions. Through these discussions at the strategic planning sessions, three alternative approaches have been identified as potential solutions to the concerns:

- *Maintaining a "plus" version of the status quo:* IID would continue to provide electrical service to Coachella Valley, but each jurisdiction would have the flexibility to make separate arrangements with IID to accommodate growth or other needs.
- *Creation of a new Coachella Valley-based Joint Powers Authority (JPA):* Riverside County, the cities and Tribal Nations served by IID and Coachella Valley Water District (CVWD) would form a JPA focused on investing in and planning for electrical service in Coachella Valley.

- *Creation of a new Coachella Valley public utility district:* A new public agency, separate from IID, would be formed to provide electrical service to Coachella Valley, with a publicly elected Board.

Through further discussion regarding the above options, CVEC members acknowledged that there were tradeoffs: For example, a new public utility district would provide the highest level of local control, but it would also be the costliest.

LRI has facilitated a series of meetings and interviewed individual CVEC members. The following themes emerged:

- Every member of CVEC wants local representation on energy issues.
- IID wants Coachella Valley to have the independence it wants.
- While some members ultimately want to have a standalone public agency, no one saw that as the next stage.
- As solution for the at least the immediate future, most CVEC members favored a JPA, with a small team of engineers and executives working with IID to address Coachella Valley's energy needs.

Over the summer, LRI facilitated discussions with an ad hoc committee formed by CVEC representatives, largely to discuss and provide technical analysis on formation of the JPA. The ad hoc committee is composed of the city managers of the City of La Quinta, City of Indio, and City of Coachella; a representative of Riverside County's executive office; a representative of the Tribal Nations; and the general manager of the Coachella Valley Water District. At the direction of the CVEC, the ad hoc committee has specifically been tasked with working on a draft JPA agreement, which would create the JPA's governance structure, define its authority and scope.

To help facilitate this process, CVAG's Executive Director this summer took the lead to draft the initial JPA agreement in coordination and collaboration with members of the ad hoc committee. One unique component of how the JPA is being proposed to be governed is its weighted voting mechanism, which addresses the inequity of one-agency one-vote. Although the voting mechanism does include a one-agency one-vote structure, the weighted voting mechanism provides a weighted vote that is proportional to the energy consumption for each respective member agency. The weighted vote can be called for by any one agency, should they feel it is necessary. Although weighted voting is rarely used in other agencies that have incorporated it into their governance structure, it is an option that can be employed.

The draft JPA and weighted voting structure has been discussed by the ad hoc committee and staff continues to finalize the JPA based on input from the committee. Once completed, CVEC and its ad hoc committee will shift focus on a draft agreement between IID and the JPA, defining the responsibilities of each entity.

CVAG staff will continue to work with the LRI, CVEC and the ad hoc committee to finalize the JPA agreement. In addition to this agreement, the ad hoc committee is ongoing discussions regarding creating a uniform funding mechanism for the JPA to assist with funding future electrical infrastructure to meet the electricity demands of the eastern Coachella Valley. In addition to funding infrastructure, the JPA would also be empowered to guide or even operate programs related to a public benefits charge, which include low-income subsidies, energy efficiency and demand response programs.

There is also interest among CVEC members in having CVAG staff be the administrator of the JPA. This is a staffing arrangement that CVAG already has for two other JPAs: the Coachella

Valley Conservation Commission (CVCC) and Desert Community Energy (DCE). Those staffing agreements allow CVAG to be reimbursed for staff time, administrative costs and overhead related to the specific agency. It has proven to be a successful model, as it also eliminates the need for each JPA to have its own administrative staff.

CVEC is expected to make some decisions on the JPA creation this month. It is anticipated that all necessary agreements could be finalized by the end of this year and operations would commence in 2025. Based on this timing, and contingent on action by CVEC, staff is recommending the CVAG Executive Director be authorized to continue support of CVEC's process for investments and planning of electrical service in Coachella Valley, including but not limited to developing a new JPA agreement and creating a potential staffing agreement with CVAG. The staffing agreement itself would return to CVAG's committees for approval at a later date.

**Fiscal Analysis:** CVAG staff time related to this work is covered under the existing MOU with IID, which is billed on a time and materials basis. The strategic planning costs related to LRI's work is covered by an agreement between CVWD and IID.

The costs associated with a staffing agreement would be further analyzed and presented when the agreement comes back to CVAG's committees for approval.

**ITEM 8E**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Regional ramifications of the Supreme Court Ruling in Grants Pass v. Johnson**

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

**Recommendation from the Homelessness and Public Safety Committees: Direct the Executive Director to draft a memorandum of understanding and/or good neighbor policy that furthers cooperation among member jurisdictions for addressing homelessness and encampments on public property**

**Background:** In June 2024, the U.S. Supreme Court issued a landmark ruling in the case of City of Grants Pass v. Johnson and effectively set a new standard on how local municipalities can address homeless encampments on public property. The case stemmed from the enforcement of anti-camping laws in Grants Pass, Oregon, which had led to fines and penalties for homeless individuals camping on public property. Following the Supreme Court's ruling, Gov. Gavin Newsom issued an executive order that immediately changed how California's state agencies addressed encampments and local cities began looking at updates to their own ordinances. Given the previous interest expressed by CVAG's Public Safety Committee and its Homelessness Committee in how to address encampments, a joint meeting was held in September to provide information on the ruling and its potential ramifications across the region.

The Supreme Court's decision reversed a decision by the Ninth Circuit, which had maintained that anti-camping ordinances were unconstitutional when applied to homeless individuals with no other place to go. The lower court's ruling was consistent with its 2019 decision in *Martin v. Boise*, which had held that cities cannot criminally prosecute homeless individuals for "involuntarily sitting, lying, and sleeping in public," so long as there is no option to sleep indoors. For years, the Boise ruling had been used as the guide for public policy making around encampments and how strictly, or not, to enforce them. The general result was many encampments were not addressed unless a jurisdiction had a shelter bed or similar option available.

The Grants Pass v. Johnson ruling was a 6-3 decision. In reversing the Ninth Court ruling, the Supreme Court held that anti-camping ordinances did not violate the Eighth Amendment when they were applied in a manner that targeted the conduct of camping in public spaces and not the status of being homeless. The Court also acknowledged there was interest in maintaining public health, safety, and welfare, which in this case included preventing hazards at public spaces in order to have them accessible for the general public.

There have been a range of responses to this ruling. In California, Gov. Newsom issued Executive Order N-1-24 that directed Caltrans and other state agencies to address encampments on state property. Organizations such as the Coachella Valley Mountains Conservancy (CVMC) are now developing protocols that mirror that policy. Riverside County's Department of Housing and Workforce Solutions and

the Continuum of Care continue to analyze the ruling and what changes, if any, it will have on the recommended protocols used to address encampments.

Locally, the Indio City Council adopted an ordinance in August that aligns with the Supreme Court's decision by targeting the act of camping and storing personal property. The ordinance (attached) requires officers attempt to provide notice and opportunities for individuals to remove their belongings before any penalties are applied. In its staff report, City staff noted that enforcement was part of a "holistic approach" that also included a range of homeless services and shelter opportunities. The city's staff report also stated that "camping in public spaces often leads to health hazards, unsanitary conditions, and increased risks of fire and crime. The ordinance is necessary to mitigate these risks and maintain the safety and cleanliness of public spaces."

Palm Springs City Council also adopted an updated ordinance to address encampments. The drafting of the ordinance was underway prior to the Grants Pass ruling, and it reflects some of the principles of the Boise case. Under Palm Springs' ordinance, there are two separate categories of public spaces: One category is where camping and sleeping is always prohibited, such as within waterways and within two blocks of a school. The other category is public spaces where camping and sleeping is only prohibited when there is adequate shelter space. The ordinance goes into effect when the transitional housing units at the new Navigation Center are open and running, which is expected this fall.

These ordinances and approaches prompted a lengthy discussion at the September 18 meeting of the Homelessness and Public Safety Committees. At the time, CVAG staff sought direction on whether to create a model ordinance for the Coachella Valley that addresses homeless encampments on public property. It was noted in the staff report that having a cohesive approach across the region could be beneficial to cities, agencies or service providers seeking future grant opportunities. It also could create a cohesive approach to regional, public spaces, including active transportation projects like CV Link and open spaces managed by the Coachella Valley Conservation Commission.

Committee members were divided on the concept of a model ordinance, with some members noting that their cities are satisfied with the ordinances that already are on the books. Riverside County's representatives also pointed out that they were drafting a countywide ordinance, which could serve as a model for others. Given that, the consensus among the Homelessness and Public Safety Committee members was that CVAG should instead promote collaborative approaches through a memorandum of understanding or a "good neighbor" policy, which cities such as Corona have used to set expectations for how homeless services are managed across jurisdictions. With approval from the Executive Committee, CVAG staff will further research these concepts and develop a policy or agreement that would come back to its committees in November for endorsement.

**Fiscal Analysis:** There is no cost to CVAG for this update. Developing a memorandum of understanding and/or good neighbor policy for the region can be covered under existing staff resources.

**Attachments:**

- Fact sheet from California Interagency Council on Homelessness
- Desert Sun article "After high court ruling, Newsom orders state officials to dismantle homeless encampments," July 25, 2024
- Gov. Gavin Newsom's Executive Order N-1-24
- City of Palm Springs' encampment ordinance, adopted July 25, 2024
- City of Indio's encampment ordinance, adopted August 21, 2024

# Grants Pass Supreme Court Decision: How it affects California

July 26, 2024

## How is California responding to the Supreme Court's ruling?

In response to the Supreme Court ruling, Governor Newsom issued Executive Order N-1-24 on July 25, 2024. This Order directs state agencies and departments to move with urgency and compassion in addressing encampments on state property.

As the state's leader in ending and preventing homelessness, the California Interagency Council on Homelessness (Cal ICH) will continue to support agencies and departments in their design and implementation of policies, funding and programs that serve people experiencing homelessness, including those described in Executive Order N-1-24. To ensure state and local partners incorporate evidenced-based practices in their respective encampment responses, Cal ICH will host a series of webinars throughout the month of August 2024.

Furthermore, per Welfare and Institutions Code (WIC) section 8256, Cal ICH will continue supporting state agencies and departments in adopting guidelines and regulations that incorporate the core components of Housing First into, "any programs a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness."

## What is the City of Grants Pass v. Johnson case?

The City of Grants Pass v. Johnson is a federal court case brought by unhoused persons in Grants Pass, Oregon, who argued that the City's practice of ticketing unhoused individuals for camping in public violated the Eighth Amendment of the United States Constitution, which prohibits the government from imposing "cruel and unusual punishment" on criminal defendants. The Ninth Circuit Court of Appeals, which includes California, upheld the decision.

On June 28, 2024, the Supreme Court ruled that enforcing laws that prohibit camping on public property is not cruel and unusual punishment. As a result, local governments across the country may freely enforce laws regulating camping on public property.

## How does this ruling impact cities and counties in California?

Cities and counties will have more flexibility to address encampments and enforce laws regulating public camping. However, to ensure the safety, wellness, and dignity of persons experiencing homelessness, Cal ICH remains committed to supporting state and local partners in using person-centered, trauma-informed, and evidence-based approaches to address homelessness. Cal ICH will continue to identify and share resources to support local planning efforts and encourages local partners to incorporate these elements when addressing the housing and services needs of persons experiencing unsheltered homelessness. Additional emerging, promising, and evidence-based best practice resources can be found on Cal ICH's newly relaunched Resource Library.

The Department of Housing and Community Development (HCD) will be making additional funding available for the Encampment Resolution Fund (ERF) program. The program provides competitive grant funding to assist local jurisdictions in providing services and supports to people experiencing homelessness in encampments and to provide meaningful paths to safe and stable housing. Eligible applicants include counties, Continuums of Care (CoCs), and cities of any size. Please contact hpdhomelessnessgrants@hcd.ca.gov for more information.

Cal ICH encourages all state and local partners to reach out with any questions on best practices for working with people experiencing unsheltered homelessness. All questions can be directed to calich@bcsh.ca.gov.

Desert Sun.

CALIFORNIA

# After high court ruling, Newsom orders state officials to dismantle homeless encampments



James Ward
Palm Springs Desert Sun

Published 9:11 a.m. PT July 25, 2024 | **Updated 9:52 a.m. PT July 25, 2024**

California Gov. Gavin Newsom will order state officials to dismantle thousands of homeless encampments across the state.

The move comes on the heels of a recent Supreme Court decision that gave local and state governments more latitude to remove people experiencing homelessness from their streets.

Newsom can't force cities and counties to dismantle homeless encampments but is advising local authorities the best way to take action.

“There are no longer any excuses,” Newsom said in a video posted on X. "A billon dollars this state has invested to support communities to clean up these encampments."

## How Newsom's homelessness order may affect California

The governor’s new homelessness directive will order other state agencies, such as Caltrans, California State Parks and the Department of Fish and Wildlife, to first target encampments that pose a health and safety risk.

Those agencies will give 48 to 72 hours of advance notice to people in the encampments while working with local homeless organizations to help those experiencing homelessness. Personal property collected at each site will be bagged, tagged, and stored for at least 60 days, according to a proclamation issued Thursday by the governor's office.

The state cannot legally force cities to adopt this policy, though.

Newsom's office has not returned messages from the USA TODAY Network on the new policy.

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## Some California cities are already making homelessness policy changes

Even before Newsom's announcement about the state's crackdown on homeless encampments, other cities across California have made initial moves to address homelessness on their streets.

In Palm Springs, the City Council passed a sweeping new homeless enforcement ordinance in early July that grants police new power to arrest people who build encampments or sleep in public areas.

Last week, San Francisco Mayor London Breed announced that city would begin "very aggressive" sweeps of homeless encampments in August.

Other cities, including Lancaster, Fresno, Chico, Stockton and Folsom, are considering or already developing new homelessness policies.

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## Newsom's homelessness policy change comes after passage of Proposition 1

In March, woters narrowly passed the Newsom-backed Proposition 1, which authorized the state to borrow $6.38 billion to build 4,350 housing units and add 6,800 mental health and addiction treatment beds across the state.

Newsom's ambitious measure is intended to improve and expand the state's mental health services, representing one of the most significant statewide investments to manage the growing homelessness crisis.

California has nearly half of the nation's unsheltered population, and nationwide surveys suggest at least 21% of those experiencing homelessness report having a serious mental illness, and 16% report having a substance use disorder.

Studies and point-in-time surveys have estimated an even larger proportion of the homeless and unsheltered population have or have a history of mental health conditions or substance abuse.

*This is a developing story. Check back later for more developments.*

# EXECUTIVE DEPARTMENT
# STATE OF CALIFORNIA

## EXECUTIVE ORDER N-1-24

**WHEREAS** California is experiencing a homelessness crisis decades in the making, with over 180,000 people estimated to have experienced homelessness on any given night in 2023, including 123,000 people who experienced unsheltered homelessness, living in tents, trailers, and vehicles across the state; and

**WHEREAS** within the first year of my Administration I fast-tracked the development of shelter through Executive Order N-23-20, which directed departments to assess and facilitate the use of available state land and resources for short-term emergency homeless shelters; and

**WHEREAS** since the beginning of my Administration, the State has made unprecedented investments to address the homelessness crisis head on, investing more than $24 billion across multiple state agencies and departments, including $4.85 billion in flexible funding to local jurisdictions to prevent and reduce homelessness through Homeless Housing, Assistance and Prevention grants, $1 billion in Encampment Resolution Funding to assist local jurisdictions in providing services and supports to people living in encampments, and $3.3 billion to rapidly expand housing for persons experiencing homelessness through Homekey; and

**WHEREAS** the State has redoubled its commitment to holding local jurisdictions accountable to reduce homelessness, including by strengthening and enforcing requirements that local jurisdictions plan for their fair share of housing and by conditioning state homelessness funding on rigorous reporting and measurable performance metrics; and

**WHEREAS** it is imperative to act with urgency to address dangerous encampments, which subject unsheltered individuals living in them to extreme weather, fires, predatory and criminal activity, and widespread substance use, harming their health, safety, and well-being, and which also threaten the safety and viability of nearby businesses and neighborhoods and undermine the cleanliness and usability of parks, water supplies, and other public resources; and

**WHEREAS** while every jurisdiction must do more to address encampments, state and local agencies taking proactive steps to remove encampments have been stymied in those efforts by lawsuits and injunctions, leaving officials without the tools or guidance necessary to address the crisis on their streets; and

**WHEREAS** in September 2023, I called on the United States Supreme Court to grant review in *City of Grants Pass v. Johnson* to clarify that state and local officials can take reasonable actions to resolve encampments while respecting the humanity of all Californians; and

**WHEREAS** in June 2024 the Supreme Court overturned Ninth Circuit Court of Appeals precedent that restricted the government's authority to enforce laws regulating encampments, recognizing that jurisdictions may tailor their enforcement practices to reflect policy-driven approaches to addressing homelessness; and

**WHEREAS** with the threat of these types of injunctions removed, there is no longer any barrier to local governments utilizing the substantial resources

provided by the State, in tandem with federal and local resources, to address encampments with both urgency and humanity, or excuse for not doing so; and

**WHEREAS** guidelines that prioritize offers of shelter and services as a first step to resolving any encampment best respect the dignity of every Californian and provide meaningful paths to ending homelessness; and

**WHEREAS** the California Interagency Council on Homelessness leads California's efforts to prevent and end homelessness; and

**WHEREAS** the California Department of Transportation maintains a policy directive that prioritizes removal of encampments that pose threats to life, health, and safety, while partnering with local governments and nonprofit providers to facilitate offers of shelter and supportive services in advance of a removal; and

**WHEREAS** the California Department of Transportation has, since July 2021, removed 11,188 encampments and 248,275 cubic yards of debris from these encampments along the state rights of way.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1) Agencies and departments subject to my authority shall adopt policies, generally consistent with California Department of Transportation's Maintenance Policy Directive 1001-R1, to address encampments on state property, including through partnerships with other state and local agencies, and shall prioritize efforts to address encampments consistent with such policy. Such policies shall include the following:

    a. Whenever feasible, site assessment in advance of removal operations to determine whether an encampment poses an imminent threat to life, health, safety or infrastructure such that exigent circumstances require immediate removal of the encampment.

    b. Where exigent circumstances exist, as much advance notice to vacate as reasonable under the circumstances.

    c. Where no exigent circumstances exist, posting of a notice to vacate at the site at least 48 hours prior to initiating removal.

    d. Contacting of service providers to request outreach services for persons experiencing homelessness at the encampment.

    e. Collection, labeling, and storage for at least 60 days of personal property collected at the removal site that is not a health or safety hazard.

2) All departments and agencies not under my authority are requested to adopt policies consistent with the guidelines in Paragraph 1.

3) Local governments are encouraged to adopt policies consistent with this Order and to use all available resources and infrastructure,

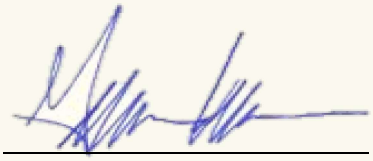
including resources provided by the State's historic investments in housing and intervention programs where appropriate and available, to take action with the urgency this crisis demands to humanely remove encampments from public spaces, prioritizing those encampments that most threaten the life, health, and safety of those in and around them.

4) The California Interagency Council on Homelessness shall develop guidance and provide technical assistance consistent with this Order for local governments to follow in implementing their local homelessness programs.

**IT IS FURTHER ORDERED** that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 25th day of July.



GAVIN NEWSOM
Governor of California

**ATTEST:**

SHIRLEY N. WEBER, Ph.D.
Secretary of State

ORDINANCE NO. 2099

AN ORDINANCE OF THE CITY OF PALM SPRINGS, CALIFORNIA, AMENDING THE PALM SPRINGS MUNICIPAL CODE, RELATING TO REGULATING ENCAMPMENTS AND SLEEPING ON PUBLIC PROPERTY, AND DETERMINING SUCH ORDINANCE TO BE EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

**City Attorney's Summary**

*This ordinance updates the City's existing Municipal Code provisions relating to camping and sleeping on public property.*

WHEREAS, the City of Palm Springs is committed to protecting the life, health, and safety of its residents and all people within the geographical boundaries of the City; and

WHEREAS, the Council finds that certain public lands within the City's geographical boundaries pose significant health and safety hazards to people who make shelter or stay overnight in these areas; and

WHEREAS, the Council finds that some of these public lands are environmentally sensitive and may be significantly damaged by unregulated human activity; and

WHEREAS, the Council is committed to protecting the rights of individuals who cannot obtain shelter and to treating their personal property with respect and consideration and therefore updates the Municipal Code to conform to and address the impacts of the Ninth Circuit Court of Appeals decision in Martin v. City of Boise; and

WHEREAS, the City currently provides 50, and will soon provide an additional 80, shelter beds for people experiencing homelessness, which offer a place to sleep and supportive services including job programs, housing support, treatment for mental health conditions or substance abuse, and security; and

WHEREAS, the City engages in significant outreach work to build relationships with people experiencing homelessness, using a person-centered, compassionate approach to provide services tailored to each person's specific needs; and

WHEREAS, the City provides housing stability support, eviction protection, transitional housing, and supportive and permanent housing solutions to assist people with ending their homelessness; and

WHEREAS, the 2023 Point-in-Time Count administered by the County of Riverside Continuum of Care reported 239 people were experiencing unsheltered homelessness within the City, which represents a 7.7 percent increase from the prior year; and

WHEREAS, City streets, sidewalks, and parks are intended for safe and sanitary shared use by a diverse community of users including businesses, government, and the general public for gathering, recreating, movement of people, maintenance, and cleaning, and are frequently used by people relying on a variety of mobility devices; and

WHEREAS, the Council finds that certain public lands in the City pose a greater danger to the health and safety of people who may stay in those areas overnight and to the general public if used for sheltering, including near schools, shelters, in open space and City waterways, transit hubs, trolley platforms, and in certain City parks; and

WHEREAS, this activity has forced students to walk in the street to pass encampments blocking City sidewalks on their way to school and puts students at risk of injury or death from vehicular traffic; and

WHEREAS, there are significant adverse impacts caused by encampment activity concentrated around shelters provided to individuals and families experiencing homelessness, including predatory behavior and drug dealing that undermines the community's efforts to provide meaningful assistance and long-term solutions for people seeking assistance; and

WHEREAS, people experiencing homelessness on the City's streets and in transit hubs have been involved in serious and deadly accidents involving cars, buses, or the trolley; and

WHEREAS, people experiencing homelessness on City streets, in City parks, and in transit hubs have been exposed to illicit fentanyl leading to exponential increases in the accidental deaths by overdose among people experiencing homelessness; and

WHEREAS, the sustained presence of people in the City's open space and waterways within the City has created unsafe, unsanitary, unhealthy, and dangerous conditions including water pollution and frequent uncontained fires that threaten people living or using these areas, first responders, and the general public; and

WHEREAS, Palm Springs Fire-Rescue indicates that fire crews responded to 54 vegetation fires in the City's open space areas and 89 rubbish fires last year, which were all suspected to have resulted from human activity in these areas; and

WHEREAS, the City annually experiences extended periods of high temperatures with little or no precipitation and strong seasonal dry winds from the east (i.e., Santa Ana winds) that can significantly increase the danger and spread of wildfires, adding to the severity of fires when they start; and

WHEREAS, due to the high wildfire risk in Riverside County, Palm Springs Fire-Rescue responds to a vegetation fire with at least two fire engines and eight first responders and these fires are frequently elevated to a First Alarm fire necessitating additional support including brush engines, battalion chiefs and helicopters; and

WHEREAS, people sheltering along riverbeds and flood control channels within the City are at risk of experiencing flooding, vector-related disease and other health issues and these areas often contain sensitive environments at risk of significant damage by unregulated human activity; and

WHEREAS, the City counted approximately 200 encampments along the riverbed in 2023 and collected over 150 tons of trash; and

WHEREAS, the City is obligated to protect public health and safety and its natural resources by maintaining clean, safe, and accessible City properties for all residents to enjoy, including parks, open space, and the public right of way; and

WHEREAS, to mitigate risks to the health and safety of its citizens and potential damage to environmentally sensitive lands, the Council desires to adopt regulations establishing locations where camping and the maintenance of an encampment is prohibited, regardless of the availability of shelter, due to the significant health and safety risk to those engaged in that activity, the general public, and the environment; and

WHEREAS, outside of these specific locations, the prohibition on camping, sleeping, and maintaining an encampment will not be enforced when there are no available shelter beds; and

WHEREAS, it is the intent of this Ordinance to prohibit camping, sleeping, and maintenance of encampments within the City while encouraging people experiencing homelessness to use available low barrier shelters and access a variety of services available from the City and its partners; and

WHEREAS, when abating any encampment, the City will provide written notice in advance of the cleared that explains when the encampment will be cleaned up and how an individual can reclaim items stored during the process; and

WHEREAS, the City will store any personal property that may belong to a person, has apparently utility in its current condition and can be safely retrieved from the site, but will not store property that is hazardous, practically un-storable, contraband, or listed on the City’s current list of common items regularly abandoned during the abatement process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 11.40 of the Palm Springs Municipal Code (Camping on Public or Private Property) is hereby amended in its entirety to read as follows:

**"Chapter 11.40 ENCAMPMENTS ON PUBLIC PROPERTY**


**§11.40.010 Purpose**
**§11.40.020 Definitions**
**§11.40.030 Protection of Waterways**
**§11.40.040 Unauthorized Encampments or Sleeping on Public Property**
**§11.40.050 Abatement of Encampments**
**§11.40.060 Abandoned Personal Property**
**§11.40.070 Enforcement Administrative Regulations**


**§11.40.010 Purpose**

The Council finds that the City is committed to protecting the life, health, and safety of all people in the City and finds that certain public lands within the geographical boundaries of the City pose significant health and safety hazards to the people who make shelter or stay overnight in these areas. Additionally, the Council finds that some of these public lands are environmentally sensitive and may be significantly damaged by unregulated human activity. The Council is committed to protecting the rights of individuals related to their personal property and to treating such property with respect and consideration. It is the purpose of this Chapter to set standards for the preservation and protection of human life, health, and safety, to further the preservation and protection of sensitive public lands to prevent destruction of these assets, and to establish a process for the collection, storage, and disposal, recycling, or reuse of personal property found in encampments on public property.

**§11.40.020 Definitions**

For purposes of this Chapter, the following definitions apply in this Chapter:

**Abatement** means the process of documenting and collecting eligible items for storage, and removing and disposing of, recycling, or reusing of waste at an encampment according to the process in section 11.40.050 (Abatement of Encampments).

**Camp** means to pitch, erect, or occupy an encampment, or to use camp paraphernalia or both, for the purpose of, or in a way that facilitates outdoor sheltering for living accommodation purposes or for remaining outdoors overnight.

**Camp paraphernalia** means personal property used to facilitate occupancy of an area and includes personal property typically associated with camping such as tarps, cots, beds, sleeping bags, hammocks, bedding, camp

stoves, cooking equipment, buckets, and similar equipment, mattresses, couches, dressers, or other furniture.

**City Manager** means the City Manager, or the City Manager's designee.

**Encampment** means one or more temporary, makeshift, or hand-built structures not intended for long-term continuous occupancy, including tents, that are used to shelter one or more persons or their belongings and that are not authorized by the property owner. Encampment includes any camp paraphernalia and personal property associated with or located in or around the structures or tents.

**Open space** means any undeveloped public property either primarily in its natural state, including canyons, bluffs, and unimproved waterways, or that is held out by the City or used by the public for passive recreational purposes, conservation, habitat preservation, or that maintains or enhances the conservation of natural or scenic resources.

**Park** means any public property, whether developed or undeveloped, held out by the City or used by the public for active or passive park and recreation uses, including adjacent buffer lands and natural areas and any adjacent parking lots and perimeter sidewalks.

**Shelter** means any City-funded shelter or shelter provided by the City for shelter placements where individuals or families experiencing homelessness can access beds and other services or an area designated by the City Manager for use by individuals or families experiencing homelessness.

**Waste** means any rubbish, solid waste, liquid waste, infectious waste, or medical waste. Waste does not include compost piles, composting or Recyclable Material properly contained and disposed of in a timely fashion.

**Waterway** means all the portions of the Whitewater River, Tahquitz Creek, Tahquitz Creek Channel, or any flood control channel located within the boundaries of the City of Palm Springs.

**§11.40.030 Protection of Waterways**

(a) It is unlawful for any person to do any of the following:

(1) build or erect a structure of any type along the banks of any waterway, or drive a nail or other object into any tree or other natural area vegetation for the purpose of building an encampment or any other structure, or to affix an object to any tree or other natural vegetation,

(2) move boulders or large rocks, destroy vegetation, paved roads or paths created by the City, or otherwise reconfigure the natural landscape in the waters of or along the banks of a waterway,

(3) drive, park, or bring any vehicle along the banks of a waterway, except in places specifically provided and designated for vehicular use,

(4) dig on the banks of a waterway, or

(5) discharge or store waste, including garbage, refuse, or human or animal waste, along the banks or into the waters of a waterway.

(b) Nothing in this section 11.40.030 is intended to prohibit the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property; and nothing is intended to prohibit the activities of a lawful user if such activities are expressly authorized by the City Manager or by any law, regulation, permit, order or other directive from a regulatory authority.

**§11.40.040 Unauthorized Encampments or Sleeping on Public Property**

(a) It is unlawful for any person to camp or to maintain an encampment in or upon any public property, including in any street, sidewalk, park, open space, waterway, and banks of a waterway, unless specifically authorized by the City Manager.

(b) No person may sleep on public sidewalk, street, alleyway, median, parkway or right of way, or in any pedestrian or vehicular entrance to public or private property abutting a public sidewalk, at any time as a matter of individual and public safety.

(c) At all times, regardless of the availability of shelter space or beds, it is unlawful for any person to camp maintain an encampment, or sleep, where such activity poses:
   (1) an immediate threat or an unreasonable risk of harm to any natural person,
   (2) an immediate threat or an unreasonable risk of harm to public health or safety, or
   (3) disruption to any business, store, religious institution, educational facility, or government services.

(d) At all times, regardless of the availability of shelter space or beds, it is unlawful for any person to camp, maintain an encampment, or sleep, in the following locations:
   (1) within two blocks of a school that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education provided that signs are posted prohibiting camping that are clearly visible to pedestrians. School for purposes of this section 11.40.040(c) does not include a vocational or professional institution of higher education, including a community or junior college, college, or university;
   (2) within two blocks of any shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians;
   (3) in any open space, waterway, or banks of a waterway;
   (4) within any transit hub or bus shelter, or along any rail tracks provided that signs are posted prohibiting camping that are clearly visible to pedestrians; and
   (5) in any park where the City Manager determines there is a substantial public health and safety risk and provided that signs are posted prohibiting camping that are clearly visible to pedestrians. For

purposes of this section 11.40.040(c)(5), the definition of park does not include open space, as defined in section 11.40.020.

**§11.40.050 Abatement of Encampments**

The City Manager may remove personal property, camping paraphernalia, and all other property, contraband, litter, and waste found at an encampment or at a location where a person is engaged in unlawful camping in compliance with the following procedures:

(a) Written Notice Required Prior to Abatement

(1) A written Notice of Clean-Up, in English and Spanish, will be posted on each tent or structure and in any other distinct areas of the encampment providing notice of the date of clean-up and giving a minimum of 72 hours for persons to remove their personal property. The written notice shall also include the following statement, which may be updated by the City Manager to provide accurate and current information:

> You must remove your belongings from the site within 72 hours. You should not leave behind any belongings you want to keep. All belongings left behind will be removed by the City. The City will post an Impound Notice, in English and Spanish, if belongings are stored during the clean-up process.
>
> If you wish to minimize the risk of losing valued belongings, you should try to keep those belongings on your person at all times, in a storage facility, or in visible, sanitary, and safely accessible bags or bins.
>
> If you think your belongings were stored, you can claim them by following the directions on the Impound Notice after the clean-up is complete. Information about how to claim your belongings is also available on the City's website. You may retrieve any stored belongings without being asked about your criminal background or outstanding warrants.
>
> You may access shelter or services, including access to storage for your personal belongings, through the City of Palm Springs's website or by calling 2-1-1 Palm Springs.

(2) After 72 hours, the City Manager shall be authorized to conduct abatement of the site on the date posted on the Notice of Clean-Up. If abatement is delayed or rescheduled, the City Manager may conduct abatement within 72 hours of the posted Notice of Clean-Up without reposting a new Notice of Clean-Up. If abatement is delayed longer, the City Manager shall repost a Notice of Clean-Up with a new date.

(b) The City Manager shall follow these additional procedures when persons are present at an encampment during abatement:

(1) When shelter is available, the City Manager shall provide any person at an encampment with shelter and service information and direct them to remove their belongings from the site. The City Manager

shall evaluate reasonable requests for additional time or assistance to remove items and may accommodate those requests to the extent practicable.

(2) Any person who returns to an encampment during abatement shall be allowed to remove their personal property from the site. Personal property left behind will be deemed abandoned.

(3) Any person arrested for a criminal offense or an outstanding warrant shall not be required to abandon personal property they identify as their own. Unless the person requests the personal property be discarded or entrusted to another, all personal property of apparent value will be taken to the Palm Springs Police Department for impoundment in accordance with existing policy and procedure. Where the owner of the items cannot be readily identified or discovered, the City Manager shall follow the abatement process in this Chapter.

(c) The City Manager shall document the abatement process as follows:

(1) photograph or video record the site before any abatement begins,

(2) open backpacks, purses, suitcases, and other small storage containers to determine whether they contain items eligible for storage,

(3) set out items contained in bags or suitcases, and photograph the items,

(4) photograph or video record all items to be stored,

(5) photograph or video record the cleanup process, and

(6) photograph or video record the site after abatement has concluded.

(d) Unclaimed items found in abatement shall be eligible for storage if:

(1) circumstances indicate that the item belongs to a person,

(2) the item has apparent utility in its current condition and circumstances, and

(3) the item can be safely retrieved from the site.

Examples of items potentially eligible for storage include identification and associated paperwork, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in a new or perfect condition to have apparent utility.

(e) An eligible item found during an abatement shall be put into storage, unless it meets one the following disqualifying conditions:

(1) hazardous, including items contaminated with human waste or bodily fluid, soiled items likely to expose others to disease, animal waste, or bugs, explosives, weapons, liquids, drug paraphernalia, or mold;

(2) likely to become hazardous in storage, including perishables, wet materials that might become moldy, and items covered in mud;

(3) practically un-storable, due to large size, weight, or other similar characteristic;

(4) contraband or stolen; or

(5) is on the City Manager's current list of common types of items that, in the experience of City staff, individuals regularly abandon during abatement, and there is no contrary indication as to the specific item.

(f) The City Manager shall record each eligible item to be stored, including the location it was found and the date of storage. Any stored items shall be kept in storage at least 90 calendar days and then may be disposed of, recycled, or reused following the process in Palm Springs Municipal Code section 11.40.060 (Abandoned Personal Property).

(g) After abatement has concluded and when eligible items are collected and will be placed in storage, the City Manager shall post notices, in English and Spanish, at the location of the abatement that includes information how a person can claim stored items. Information about retrieval of stored items shall also be available on the City's website. A person may retrieve stored items based on a description with sufficient specificity to demonstrate ownership. A person may retrieve stored items without inquiry into the person's criminal background or outstanding warrants.

(h) Expedited Abatement

(1) In an expedited abatement, the City Manager shall follow the same abatement and storage procedures in section 11.40.050 (Abatement of Encampments), but shall post a Notice of Clean-Up, in English and Spanish, giving a minimum of three (3) hours for all persons to remove their personal property.

(2) The City Manager shall prioritize and expedite the removal of an encampment if:

(A) the City receives direction from County of Riverside or other governmental authority that abatement of the encampment is necessary to preserve public health or safety, including to address known or suspected outbreaks of diseases; or

(B) the City Manager observes or reasonably suspects the encampment creates a condition that presents a significant risk of property damage, bodily injury or death.

**§11.40.060 Abandoned Personal Property**

(a) Any personal property or possessions located on Public Property that are unattended and whose owner cannot be readily identified are presumed to be abandoned and, pursuant to Civil Code section 2080.7, the provisions of Municipal Code section 7.07.020 (Disposition of Surplus Property) do not apply. Enforcement Officials shall make a reasonable effort to ascertain whether the unattended personal property or possessions have been abandoned and, if so, to thereafter cause their removal. Any personal property or possessions found during the abatement process in Municipal Code section 11.40.050 shall first be stored as required by that section.

(b) Unattended personal property or possessions that are unsanitary, soiled or verminous may be summarily abated and destroyed. Unattended personal property or possessions that are not summarily abated or destroyed under

this section may be disposed of or recycled by the City Manager or donated for reuse.

**§11.40.070 Enforcement & Administrative Regulations**

(a) Violations of this Chapter may be prosecuted as misdemeanors subject to the fines and custody provisions in Palm Springs Municipal Code section 1.01.160.

(b) Law enforcement officers shall not enforce a violation of subsections 11.40.040(a) or 11.40.040(b), or both, between the hours of 9:00 p.m. and 6:00 a.m. or when the person is on public property at a time when there is no available shelter. For purposes of this Section, available shelter means the shelter is reasonably available to that specific person at the time the proposed enforcement is taking place, taking into consideration any disability or other specific circumstances applicable to that person.

(c) Sections 11.40.030 and 11.40.040 (c) and (d) are enforceable at all times regardless of shelter availability.

(d) The City Manager and Police Chief shall each have the authority to, and shall, issue administrative regulations in order to implement the administration and enforcement of this Chapter. Such regulations shall include, but not be limited to, processes for the provision of information regarding housing and other social services prior to citation or arrest of individuals, as well as a process for determining whether and how many shelter beds are available at a given time. Such regulations shall be posted and maintained on the City's Police Department website. City staff shall bring back to City Council, as a receive and file agenda item, any such administrative regulations, and any amendments thereto."

Section 6. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage or on the date the second phase of the City's Navigation Center is open for use, whichever is later.

PASSED, APPROVED, AND ADOPTED BY THE PALM SPRINGS CITY COUNCIL THIS _____ DAY OF _____, 2024.

JEFFREY BERNSTEIN
MAYOR

ATTEST:

BRENDA PREE, MMC
CITY CLERK

CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE ) ss.
CITY OF PALM SPRINGS )

I, BRENDA PREE, City Clerk of the City of Palm Springs, California, do hereby certify that Ordinance No. ____ is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Springs City Council on _____ and adopted at a regular meeting of the City Council held on _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Springs, California, this _____ day of _____, 2024.

# ORDINANCE NO. 1816

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIO, CALIFORNIA, AMENDING SECTIONS 130.020 AND 130.021 OF THE INDIO MUNICIPAL CODE REGARDING THE PROHIBITION ON CAMPING AND STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY FOLLOWING THE UNITED STATES SUPREME COURT'S DECISION IN JOHNSON V. CITY OF GRANTS PASS**

**THE CITY COUNCIL OF THE CITY OF INDIO DOES ORDAIN AS FOLLOWS:**

**Section 1. MUNICIPAL CODE AMENDMENT – SECTION 130.020**

Indio Municipal Code Section 130.020 is hereby amended to read as follows:

## § 130.020 CAMPING PROHIBITED

### (a) Purpose.

This Section is intended to protect the public health, welfare, and safety by reserving open spaces and facilities within the City limits for their intended purposes. Public property within the City should be readily accessible and available to residents and the general public at large. Use of public property for camping or storage of personal property interferes with the rights of others to make use of such shared public spaces for their intended purposes and causes blight, pollution, and damage to public property. This Section is intended to avoid unsafe and potentially disorderly conditions, unsanitary and unhealthful conditions, and the degradation or destruction of open spaces and facilities within the City, and preserve such open spaces and natural resources.

### (b) Definitions.

The following words and phrases, when used in this Section, shall have the below meanings unless it is readily apparent from the context that another meaning is intended.

(1) "Camp" or "Camping" means the conduct of more than one of the following activities, when it reasonably appears, in light of all circumstances, that a person is using such location for living accommodation purposes:

(A) sleeping or preparing to sleep (including the laying down of bedding for the purpose of sleeping), including undertaking such activities in a vehicle (including any motorhome, camp trailer, camper, coach, fifth wheel travel trailer, house car, recreational vehicle, mobile home), or obscuring some or all of the vehicle’s windows;

(B) erecting or using any tent, camp facilities, or building any other form of shelter;

(C) unattended storage of personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware) or camp paraphernalia;

(D) making or using any fire, for purpose of heating or cooking, or using any flame, grill, portable stove, or similar flame producing device for cooking of meals on public property, except for in City parks with designated barbeque and cooking areas while using City-provided cooking facilities designed for such purposes; or

(E) doing any digging or earth breaking activities for purpose of creating or improving a shelter.

Camping shall be deemed to occur regardless of whether a full night is actually spent occupying any specific location.

(2) "Camp facilities" include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

(3) "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-City designated cooking or heating equipment.

(4) “Public property" means any publicly owned property in the City, whether improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; park playgrounds; state highways; publicly owned, maintained, or operated parks; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned fences, trees, light poles, or equipment boxes; publicly owned, maintained, or operated open spaces including, but not limited to, public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public educational institutions; or other government owned, maintained, or operated properties located within the City.

(5) "Private Property" means any real property or land, including all buildings, structures, and improvements thereon, that is owned, leased, or otherwise lawfully occupied or controlled by a private individual, partnership, corporation, organization, or entity. This definition includes, but is not limited to: (i) Residential Property: Any property designated or used for residential purposes, including single-family homes, multi-family homes, apartment complexes, condominiums, townhouses, and mobile homes; (ii) Commercial Property: Any property designated or used for commercial or business purposes, including retail stores, offices, warehouses, industrial facilities, shopping

centers, and mixed-use developments; (iii) Vacant Land: Any undeveloped or unoccupied land that is privately owned; (iv) Common Areas: Any areas within private residential or commercial properties that are intended for use by multiple tenants or owners, including but not limited to parking lots, courtyards, lobbies, hallways, and recreational facilities; (v) Private Easements: Any easements or rights-of-way that are designated for private use, including driveways, private roads, and alleys.

**(c) Camping on Public Property Prohibited.**

It shall be unlawful for any person to camp on any public property within the City, except as otherwise provided herein.

**(d) Storage of Personal Property on Public Property Prohibited.**

(1) It shall be unlawful for any person to store any personal property, including camp facilities and camp paraphernalia, on any public property within the City, except as otherwise provided herein.

(2) Before removing any personal property, the enforcement officer, or their designee, shall attempt to provide any readily apparent owners with notice of the intent to remove the personal property and a reasonable opportunity to remove the personal property from public property. If there is no readily apparent owner, or if the readily apparent owner refuses to remove the personal property from public property, then the enforcement officer, or their designee, may cause the personal property to be removed from public property. The enforcement officer, or their designee, shall post a notice on or near the personal property so as to reasonably communicate the notice to the owner the following information:

(A) The location of where the personal property was located;

(B) The date and time notice was served or posted;

(C) A statement that the storage of personal property violates this Section;

(D) An advisement that the City has impounded the personal property for at least 30 days, the location where the personal property is impounded, and that the personal property will be discarded after 30 days if not claimed.

(E) The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved, and that the City will charge no fee for storage or retrieval.

(F) Information about any housing or shelter and homeless services available for the owners of the personal property, the phone number and address to contact in order to obtain the housing or shelter or other health and human services;

(3) The enforcement officer, or their designee, may immediately discard, without impounding or retaining for 30 days, any items which constitute an immediate threat to the health or safety of the public or items that constitute evidence of a crime or contraband that may be seized, as permitted by law.

**(e) Exceptions.**

The provisions of subsections (c) and (d) of this Section shall not apply to the following:

(1) In the event of a declared state of emergency;

(2) Nor to events sponsored and conducted by and under the direction and control of the Desert Recreation District;

(3) Nor to any persons participating in an event subject to a permit issued in conformity with this Code (including but not limited to any event authorized under Section 130.022 of this Code);

(4) Nor to camping in public accommodations that are properly zoned, legally established and designated for camping purposes.

**(f) Camping on Private Property Prohibited.**

(1) It shall be unlawful for any person to camp on any private property within the City, except as authorized herein.

(2) Camping shall be authorized on private property for the property owner, tenant in possession, lineal relative to the property owner or tenant in possession, or a person that holds in immediate possession a written consent issued by the property owner or tenant in possession. Such person shall present the written consent for examination upon the demand of any peace officer enforcing the provisions of this chapter. No camping on private property shall exceed 14 consecutive days or be permitted more than once within any 90-day period of time.

(3) The exception authorized by subsection (f)(2) above shall not apply during any temporary use or special event, attended by 10,000 people or more, and incorporated permitted camping.

**(g) Enforcement.**

(1) Any person causing, permitting, aiding, abetting, suffering or concealing a violation of this Section shall be guilty of a misdemeanor, and may, in the discretion of the City Attorney, be prosecuted as a misdemeanor and upon conviction be subject to a

fine not to exceed $1,000.00 or imprisonment in the city or county jail for a period of not more than six months, or by both such fine and imprisonment.

(2) The city attorney, in his or her sound discretion, may prosecute a violation of this Section as an infraction, rather than a misdemeanor, or reduce or agree to the reduction of a previously filed misdemeanor to an infraction. Any person convicted of an infraction under this Section shall be punished by a fine not exceeding $100.00 for the first violation, a fine not exceeding $200.00 for a second violation within one year, and a fine not exceeding $500.00 for a third violation within one year. A fourth violation of this Section within one year shall be charged as a misdemeanor and may not be reduced to an infraction.

(3) This Section may be enforced by injunction issued by the superior court upon a suit brought by the City Attorney.

**Section 2. MUNICIPAL CODE AMENDMENT – SECTION 130.021**

Section 130.021 of the Indio Municipal Code is hereby repealed in its entirety.

**Section 3. SEVERABILITY.** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**Section 4. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days following its adoption.

**Section 5. PUBLICATION AND POSTING.** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause the ordinance or a summary thereof to be published in accordance with state law.

**Section 6. CEQA.** The City Council has determined that the adoption of this Ordinance is exempt from the California Environmental Quality Act because it can be seen with certainty that the adoption of this Ordinance will have no effect on the environment.

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**PASSED, APPROVED AND ADOPTED** this 21st day of August, 2024.

_____
**LUPE RAMOS AMITH**
**MAYOR**

**ATTEST:**

_____
**SABDI SANCHEZ, CMC**
**CITY CLERK ADMINISTRATOR**

**ITEM 8F**

# Coachella Valley Association of Governments
## Executive Committee
### September 30, 2024

**STAFF REPORT**

**Subject:** **Finance Committee Membership**

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

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**Recommendation: Appoint Desert Hot Springs City Manager Frank Luckino to the Finance Committee and nominate a member of the Executive Committee for terms that extend through June 30, 2027**

**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.

At the Finance Committee meeting on February 20, 2020, CVAG staff sought direction from the Finance Committee on how to select members moving forward each fiscal year. The Committee recommended that the two longest serving members – one elected official and one city manager – should be rotated off on a yearly basis, which means that each member will serve for three years. This allows the Committee to retain working knowledge and work cohesively while gaining new input.

At the Finance Committee meeting on May 27, 2020, the Finance Committee discussed the rotation and decided on the following schedule based on the Committee's membership at that time: (FY listed is last year on Committee):

- FY 2019/20 – Indio Councilmember Lupe Ramos-Amith and Coachella City Manager Bill Pattison
- FY 2020/21 – La Quinta Mayor Linda Evans and Desert Hot Springs City Manager Chuck Maynard
- FY 2021/22 – Indian Wells Mayor Richard Balocco and Rancho Mirage City Manager Isaiah Hagerman

Over the years, the positions have rotated and the most recent Committee makeup was as follows:

- FY 2023/24 – Cathedral City Councilmember Raymond Gregory and Torres Martinez Tribal Administrator Shawn Isaac

- FY 2024/25 – Agua Caliente Band of Cahuilla Indians Chair Reid Milanovich and La Quinta City manager Jon McMillen
- FY 2025/26: Rancho Mirage Councilmember Ted Weill and Blythe Interim City Manager Mallory Crecelius

The terms for Councilmember Gregory and Mr. Isaac ended in June. Over the summer, the Executive Director reached out to member jurisdictions' managers to gauge interest and seek volunteers, including discussing the matter at a September 18 roundtable discussion with the city, county and tribal managers. Desert Hot Springs City Manager Frank Luckino 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, 2027. 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, the Cities of Coachella and Palm Springs or Riverside County.

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

**ITEM 9a**

# 2023/2024 EXECUTIVE COMMITTEE ATTENDANCE ROSTER

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

| | |
|---|---|
| Absent | |
| No Meeting | - |
| Present | ✓ |

*This was a joint meeting with the Transportation Committee.

**ITEM 9b**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Status of I-10 & SR 86 Interchange Projects**

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

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**Recommendation: Information**

**Background:** Attached is the status for Interstate 10 and State Route 86 interchange projects as of August 2024:

*Completed:* Indian Canyon @ I-10 (Mar '12); Gene Autry/Palm Drive @ I-10 (Mar '12); Date Palm Drive @ I-10 (May '14); Monterey Avenue Ramp @ I-10 (Apr '15); Bob Hope/Ramon @ I-10 (Sep '11); and Jefferson Street @ I-10 (Nov '17)

*Monroe @ I-10:* Final environmental document approved by Caltrans & PS&E phase is ongoing. 100% plans are being prepared for submittal to Caltrans. Construction cost estimate has been updated after addition of cycle track/ low-speed electric vehicle (LSEV) path. Right-of-way (ROW) acquisition in underway. Environmental permitting has begun and funding status is detailed in a separate staff report. Construction to begin in fall 2025.

*Jackson @ I-10:* Environmental document was approved in September 2021. CVAG approved funding for PS&E. PS&E phase started in May 2022 and work is ongoing. 65% plans have been reviewed and 95% plans are in development.

*Avenue 50 @ I-10:* PS&E is 90% complete. Seeking funding opportunities to advance the project to construction phase.

*Avenue 50 @ SR 86:* Funding agreement amendment for PS&E and ROW acquisition approved by Executive Committee in September 2020 for grant matching funds. Seeking grant funding to complete PS&E and ROW phases.

*Dillon Road @ I-10 @ SR 86:* PA&ED underway.

*Golf Center Parkway @ I-10:* PSR on hold.

*Da Vall Drive @ I-10:* PSR/PDS is complete and approved by Caltrans. Caltrans submitted an agreement to proceed with PA&ED phase for evaluation.

*Portola @ I-10:* County completed PS&E and obtained Caltrans approval to shelve the project in April 2022. Per CVAG approval in June 2022, the project has been suspended.

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

**ITEM 9c**

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

Regional Arterial Program - Project Status Report

9/24/2024

| Project Description | Lead Agency | CVAG Funded | | | | | Through | Status |
|---|---|---|---|---|---|---|---|---|
| | | PEng | ENV | PS&E | ROW | CON | | |
| **Interchanges** | | | | | | | | |
| Avenue 50 @ 86S | COA | | | | | | ROW | CVAG approved funding for PS&E & ROW. |
| Avenue 50 @ I-10 | COA | | | | | | PS&E | PS&E contract underway. |
| Jackson Street @ I-10 | COR | | | | | | PS&E | Final Env Doc approved by Caltrans. 95% Plans are being prepared. |
| Monroe Street @ I-10 | COR | | | | | | Construction | Final Env Doc approved by Caltrans. 100% plans being prepared. ROW acquisition underway. Additional funding being pursued. |
| Portola Avenue @ I-10 | COR | | | | | | PS&E | Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained. |
| **Arterial Links** | | | | | | | | |
| Avenue 48 (Van Buren St to Dillon Rd) | COR | | | | | | Construction | Construction contract was awarded on April 2024. Construction is anticipated to be complete in September 2024. |
| Avenue 50 (Calhoun St to Harrison St) | COA | | | | | | Construction | PS&E & ROW underway. |
| Avenue 50 (Jefferson St to Jackson St) | Indio | | | | | | PS&E | Under design and environmental phase. |
| Date Palm Drive (I-10 to Varner Rd) | CC | | | | | | PS&E | Phase II is completed. The final design for Phase III is underway. |
| Jackson Street Widening (Ave 49 to Ave 52) | Indio | | | | | | PS&E/CON | Phase I (widening CON) scheduled to begin by September 2024. Phase II (undergrounding, signals, sidewalk CON) expected late 2025. |
| Jefferson Street (Ave 38 to Sun City Blvd) | Indio | | | | | | Environmental | Design and environmental phase underway. |
| Madison Street (Highway 111 to Ave 48) | Indio | | | | | | Complete | Complete, pending release of retention. |
| **Bridges** | | | | | | | | |
| Airport Boulevard Bridge | COR | | | | | | Construction | CVAG Executive Committee approved funding from design to construction. |
| Avenue 44 Bridge over WWR | Indio | | | | | | Construction | Enviro cleared. ROW cleared. Under construction. |
| Avenue 50 Bridge over WWR | COA | | | | | | ROW | PS&E & ROW underway. |
| Avenue 50 Bridge over LQEC | LQ | | | | | | Construction | Design kick-off meeting was held on May 13th. Project is in PEng phase. |
| Avenue 66 Grade Separation over UPRR | COR | | | | | | Complete | Caltrans closing out. |
| Cathedral Canyon Drive Bridge | CC | | | | | | Complete | Project Complete |
| Dillon Road over WWR | COA | | | | | | Environmental | CEQA and NEPA complete. State clarification required for eligibility of HBP funds for PS&E and construction. |
| Dune Palms Road Bridge over WWR | LQ | | | | | | Construction | Project under construction. Second half deck poured on July 29th. |
| East Palm Canyon Drive Bridge over Palm Canyon Wash | PS | | | | | | ROW | In final design. Plans submitted for review. |
| Indian Canyon Drive (Garnet Incl. RR Crossing) | PS | | | | | | Construction | Project in construction. |
| Ramon Road Bridge | PS | | | | | | ROW | ROW ongoing and plans being updated to latest Caltrans Standards |
| South Palm Canyon Drive Bridge over Tahquitz Creek | PS | | | | | | PS&E | Plans complete. Project Advertised Summer 2024, pending award. |
| Vista Chino Bridge over WWR | PS | | | | | | PEng | Project is in PEng phase. Extensive negotiations with SCE for utility relocation. |
| **Interchange Preparation Fund Projects** | | | | | | | | |
| Da Vall Drive @ I-10 | CC | | | | | | PSR | PSR-PDS approved by Caltrans. |
| Dillon Road @ I-10 & SR86 | COA | | | | | | PSR | PSR complete. PA&ED is underway. |
| Golf Center Parkway @ I-10 | Indio | | | | | | PSR | PSR on hold. |
| **Regional Projects** | | | | | | | | |
| CV Sync - Phase I | CVAG | | | | | | Construction | Executive Committee authorized CVAG to file the Notice of Completion June 2023. |
| CV Sync - Phase II | CVAG | | | | | | Construction | Project 50% complete. |
| CV Sync - Phase III & I-10 Bypass Study | CVAG | | | | | | PEng/ENV | Feasibility Study and design kicked off in January 2024. |
| Flooding and Blowsand - Indian Canyon Drive | CVAG | | | | | | PEng/ENV | Additional design work and environmental analysis underway. |
| Flooding and Blowsand - Varner Road | CVAG | | | | | | PEng/ENV | Traffic studies completed and submitted for agency review. |
| Flooding and Blowsand - Access Study | CVAG | | | | | | PEng/ENV | Coordinating with City Staff and RCFC to gather flooding related data. |
| Broadband Strategic Plan | CVAG | | | | | | | Market Assessment complete. Needs Assessment, Gap Analysis and high-level design underway. |

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

Other Acronyms: PAED = Project Approval and Environmental Design; PE = Preliminary Engineering; PSR = Project Study Report; RR = Railroad; UPRR = Union Pacific Railroad; WWR = Whitewater River; SCE = Southern California Edison; HBP = Highway Bridge Program; CVWD = Coachella Valley Water District
LATA = Local Agency Technical Assistance; RFP = Request for Proposal, RFB = Request for Bids; RCFC = Riverside County Flood Control

| CVAG Funded Phase Legend | |
|---|---|
| PEng | Preliminary Engineering |
| ENV | Environmental |
| PS&E | Plans Specifications & Estimates |
| ROW | Right-of-way |
| CON | Construction |

**ITEM 9d**

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

Bicycle and Pedestrian Safety Program & Grant Funded - Project Status Report

9/24/2024

| Bike & Pedestrian Safety Projects<br>Project Description | Lead Agency | CVAG Funded | | | Status |
|---|---|---|---|---|---|
| | | Design | CON | Through | |
| Avenue 48 Bicycle Lanes | Indio | | | Construction | Project completed. |
| Calhoun Street Improvements | Indio | | | Construction | Project completed. |
| Date Palm Sidewalk Gaps | CC | | | Construction | Project completed. |
| Dinah Shore Mid-Block Crossing | CC | | | Construction | Project completed. |
| Indian Canyon Intersection Pedestrian Enhancements | PS | | | Construction | Project completed. |
| Palm Canyon Crosswalks | PS | | | Construction | Project completed. |
| Palm Canyon Intersection Pedestrian Enhancements | PS | | | Construction | Project completed. |
| Palm Drive Signals and Lighting | DHS | | | Construction | Project completed. |
| S. Palm Canyon, E. Palm Canyon Improvements | PS | | | Construction | Project completed. |
| Vista Chino Signals | PS | | | Construction | Project completed. |

| Project Description | Lead Agency | Grant Funded | | | Status |
|---|---|---|---|---|---|
| | | App | Design | CON | |
| CV Link | CVAG | | | | Segment 1, 2, 3, 4 & 5 under construction. Notice to Proceed for Segment 6 (Tribal Lands in Palm Springs, Cathedral City and Indio) was provided in July. |
| ATP - Arts & Music Line | CVAG | | | | NEPA approved in May 2024. ROW acquisition underway. Design nearing 100% complete except for La Quinta Evacuation Channel connection, which is delayed with CVWD. Construction award anticipated in late 2025. |
| ATP - Cathedral City Downtown Connectors | CC | | | | Contract issued for construction. Restriping bike lanes on E. Palm Canyon completed. |
| ATP - DHS CV Link Extension | DHS | | | | Under design. |

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert, PS-Palm Springs; CC-Cathedral City; COA-Coachella; LQ-La Quinta; DHS-Desert Hot Springs
ATP-Active Transportation Program; ROW-Right of Way, NEPA- National Environmental Policy Act, MPO-Metropolitan Planning Organization

**ITEM 9e**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Virtual participation in CVAG's meetings**

**Contact:** Elysia Regalado, Management Analyst (eregalado@cvag.org) and
Erica Felci, Chief Operating Officer (efelci@cvag.org)

**Recommendation: Information**

**Background:** All meetings of CVAG's standing committees are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq*.) and must be open and public so that any member of the public may attend and participate in the meetings.

Starting in March 2020, CVAG, along with many of its member jurisdictions, began having committee meetings via video/ teleconferencing in place of in-person meetings due to the COVID-19 pandemic. This proved to be an efficient way to conduct business for CVAG and its sister agencies – the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE) – which collectively cover an expansive geographic area across eastern Riverside County. Meetings were well attended, leading to thoughtful and robust conversations on policies, projects and programs. The use of both videoconference and telephone access has also fostered public engagement, as people can join the meetings from a convenient location instead of driving to CVAG's Palm Desert conference room. In September 2021, the CVAG Executive Committee authorized the Chair and/or the Executive Director to advocate for Brown Act changes that would allow regional agencies such as CVAG to continue utilizing virtual meetings that became so commonplace during the pandemic.

Around April 2023, with the easing of pandemic-era restrictions, CVAG's committees returned to being held in CVAG's Palm Desert conference room. State laws have changed, but CVAG continues to use videoconferencing to encourage additional participation by the public and, when needed, by elected officials.

Nearly all CVAG meetings include videoconferencing information through Zoom. Members of the public are provided a link and webinar information for easy accessibility. If an individual has difficulty connecting, they can contact CVAG at 760-346-1127 and staff will connect them to the meeting. Public comment is encouraged to be emailed prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud should be no more than 300 characters. During the public comment periods, CVAG staff watch for raised hands to get feedback from virtual members. As noted on the agenda, members of the public joining the meeting by Zoom can also provide comment by using the "raise hand" feature or hitting *9 on the phone keypad.

Beginning January 1, 2023, Assembly Bill (AB) 2449 amended the Brown Act regarding remote attendance at local agency public meetings and allowed legislative bodies of a local agency to use teleconferencing without noticing each teleconference location or making it public, provided at least a quorum of the body participates in person at a single physical location that is identified on the agenda, is

open to the public, held within the boundaries of the agency and provided that other requirements regarding accessibility are met. This provision is not permanent and sunsets on January 1, 2026.

As long as quorum of the legislative body is present in a singular location listed on the agenda, members can join under an emergency circumstance or under “just cause,” such as the need to serve as a caregiver or the need to travel for business of another legislative body. CVAG staff asks members to contact them as early as possible to discuss the process of joining the meetings and the requirements of such participation, including the requirement to use both audio and video.

CVAG’s legislative platform continues to advocate for changes to allow for virtual meetings.

**Fiscal Analysis:** There are no additional costs to CVAG hosting virtual meetings. Logistics are covered under existing staff time, and committee members are paid the same stipends as they would in person.

**ITEM 9f**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Update on Coachella Valley Broadband Strategic Plan**

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

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**Recommendation: Information**

**Background**: The development of high-speed broadband internet access in the Coachella Valley continues to be a priority for member jurisdictions. In April 2023, the CVAG Executive Committee authorized the Executive Director to take the necessary actions to accept $978,460 to conduct a Coachella Valley Broadband Strategic Plan. In September 2023, the Executive Committee authorized the execution of a professional service contract with HR Green Pacific, Inc. to provide engineering services for the strategic plan. Work on the strategic plan began in November 2023 and is expected to be completed by March 2025.

The purpose of this report is to provide an update on progress to date on the strategic plan and emerging opportunities to further the expansion of broadband and broadband options in the Coachella Valley.

*Coachella Valley Broadband Strategic Plan*

The planning effort is being informed by a stakeholder advisory group comprised of information technology directors, public works and engineering representatives of CVAG member jurisdictions, plus representatives from the three Coachella Valley school districts, Caltrans, and GoldenStateNet, the State's non-profit administering the implementation of the Middle-Mile Broadband Network (MMBN). The group began bi-monthly meetings in March and it will continue to support the planning project through its completion in the spring.

To date, the project consultant has completed a Market Assessment and a Stakeholder Engagement Report. The consultant is presently completing a Needs Assessment and had begun a Gap Analysis and High-Level Design.

The Market Assessment is an in-depth analysis of data provided by broadband service providers regarding their coverage areas and it includes a comprehensive examination, cataloging, and detailed documentation of the service offerings from each primary provider in the Coachella Valley. There are presently nine internet service providers reported to provide service in the Coachella Valley at various locations, which include EarthLink, Frontier and Spectrum (wired internet service); T-Mobile and Verizon (mobile wireless internet service providers); HughesNet, Starlink and Viasat (satellite internet service); and Pacific Lightwave (fixed wireless internet service). Many households have internet options from more than one provider, with DSL service available to approximately 90% of the Coachella Valley; cable internet service available to about 89% of addresses; and fiber optic internet service is available to about 82% of addresses.

The Stakeholder Engagement Report and the Needs Assessment includes results of interviews with regional and local leaders representing many sectors including municipal agencies, tribal jurisdictions, businesses, and K-12 and higher-level education, as well as results from surveys distributed throughout the Coachella Valley. From February 2024 to May 2024, stakeholder engagement meetings took place with CVAG staff, City and Tribal staff, anchor institutions, regional entities, and community partners/entities. The various goals of these meetings included identifying existing broadband needs, evaluating current broadband services, exploring future broadband expectations, and collaborating with regional entities. Key findings from the stakeholder engagement include the following:

- Southern California Association of Governments (SCAG) estimated that over 1 million people in the region are impacted by the digital divide.
- SCAG estimated that 30% of people lack digital literacy due to challenges including language barriers, lacking learning opportunities due to age, and poor funding in schools. Suggestions for eliminating the digital divide included bringing digital literacy.
- Agencies are looking to build resiliency in their broadband network to prevent service loss during severe and extreme weather events, such as hurricanes and tropical storms
- Multiple cities are looking to provide public Wi-Fi in their downtown areas during events that will require laying down fiber strands.
- The State's Middle-Mile Broadband Initiative and CVAG's CV Sync project, now under construction to synchronize traffic signals, can create last mile collaboration possibilities.
- An ideal broadband program for the area would include multi-vendor choices, affordable broadband with a low-cost alternative, connectivity to everybody that includes those outside the city limits that are still within the county, and one that bridges the digital literacy gap in the area.
- Future items to consider include CVAG developing a consortium to spearhead the collaborative effort of the project, ongoing collaboration to gain better insight into the problem and building out the necessary infrastructure needs of today and tomorrow, and supporting Dig-Once initiatives.

*California Middle-Mile Broadband Initiative*

In July 2021, Governor Gavin Newsom signed into law Senate Bill (SB) 156 to create an open-access middle-mile network to bring equitable high-speed broadband service to all Californians. SB 156 provides $3.25 billion to build the necessary infrastructure to bring internet connectivity to homes, businesses and community institutions. The middle-mile is the physical infrastructure required to enable internet connectivity for homes, businesses and community institutions, and is made up of high-capacity fiber lines along highways and railroads that carry large amounts of data at high speeds over long distances between local networks and global internet networks.

In California, this network is identified as the Middle-Mile Broadband Network. The MMBN was initially planned to install 10,000 miles of new middle-mile fiber throughout the state. With the statewide budget cuts proposed for Fiscal Year 2024/25, the MMBN mileage now stands at 8,000 miles. Installation of the MMBN continues to progress across California with the State reporting that through November, the network is anticipating as many as 21 new groundbreakings for 618 miles of fiber and/or conduit installation.

The approximately 8,000 miles of the MMBN throughout the state is planned to be completed in 2026. In the Coachella Valley, the MMBN will run along the Union Pacific Railroad through the lease of privately-owned trunk fiber, with a branch up to Yucca Valley to be constructed by Caltrans along State Route 62. The MMBN will be equipped with access point at regular intervals

for public agencies or private providers to access and extend last-mile connections to jurisdictions. The California Department of Technology and GSN, the implementer of the MMBN, are included in the regular meetings of CVAG's stakeholder advisory group and are providing updates and engaging directly on planning discussions with CVAG and some CVAG jurisdictions including Twenty-Nine Palms Band of Mission Indians and the City of Indio.

*Broadband Funding*

State and federal funding is available to support broadband deployment, adoption, and digital literacy planning and implementation. Key funding programs and status are summarized below:

Local Agency Technical Assistance (LATA): The funding for the CVAG broadband strategic plan comes from the California Public Utilities Commission (CPUC) Local Agency Technical Assistance grant program. The LATA Program has awarded $50 million in Local Agency Technical Assistance funds to 106 non-Tribal local agencies and Tribal Nations. The program is fully subscribed and applications for the program are no longer accepted.

Federal Funding Account (FFA): In accordance with SB 156, the CPUC established the Federal Funding Account with funding from the federal American Rescue Plan Act. SB 156 provides for $2 billion in grants for last mile broadband infrastructure projects to connect unserved and underserved Californians to high-speed broadband services. In 2023, the State released a call for projects for the FFA grant program. Applications were due in September. In June 2024, the CPUC began making awards and issuing proposed awards for consideration by the Commission. By August, CPUC has announced its fifth round of awards of FFA funding for a total of $435 million for projects in 22 counties.

To date, two Coachella Valley FFA grants totaling $11 million have been awarded to Frontier and the City of Indio. The Frontier project will install about 41 miles of new fiber to serve approximately 900 homes in Indio, Mecca, and Thermal. The City of Indio's project will install more than 19 miles of new fiber to serve approximately 500 homes. The CPUC is continuing to review applications and will make awards until the FFA Program is fully subscribed.

Broadband Equity, Access, and Deployment (BEAD): The Broadband Equity, Access, and Deployment Program is being implemented in California by the CPUC. Nationally, BEAD provides $42.45 billion to expand high-speed internet access by funding planning, infrastructure deployment and adoption programs. California has been allocated approximately $1.86 billion under BEAD based on the federal government's calculation of California's share of unserved locations nationally.

The BEAD Challenge Phase was open through August 6, 2024. During a 30-day window, permissible challengers (including local and Tribal governments, nonprofits, and broadband service providers) were able to challenge draft maps representing locations as unserved, underserved, or served with broadband. CVAG reviewed the BEAD maps and found no meaningful challenges to make to CPUC. CVAG reviewed this with the stakeholder advisory group, which concurred. At the end of the Challenge Process and based on federal approval, the CPUC will publish a final map of locations eligible for BEAD funding. It is expected that the BEAD program will receive grant applications in 2025. CVAG and member jurisdictions are following closely this grant opportunity.

Various additional broadband funding programs are available from the state for tribal and non-tribal jurisdictions. The state maintains a compendium of funding opportunities at https://broadbandforall.cdt.ca.gov/funding/.

*Local projects by CVAG's member jurisdictions*

While CVAG works on the strategic plan, several individual jurisdictions have been pursuing their own planning and implementation efforts to fund the deployments of last-mile broadband within their right-of way. In June 2023, CVAG staff notified all member cities within the CV Sync project area of the opportunity to leverage the project to advance their broadband initiatives. CVAG staff continue to engage with member jurisdiction staff on leverage opportunities.

The City of Indio is engaged with CVAG on co-locating city broadband infrastructure with the CV Sync infrastructure to connect municipal facilities and to provide broadband connections to the community for commercial purposes. In June 2023, the CVAG Executive Committee authorized the Executive Director to execute a contract change order with the CV Sync contractor and a reimbursement agreement with Indio to cover the costs associated with the co-location; and to execute similar agreements with other jurisdictions should the opportunity arise. Indio and CVAG staff successfully collaborated on the design of the fiber co-location over the ensuing months and in February, 2024, the parties executed the reimbursement agreement. Under the terms of the agreement, Indio will fully reimburse CVAG for the costs to add additional fiber and related infrastructure to the CV Sync project, which is expected not to exceed $900,000. CVAG has executed the change order with the CV Sync contractor and work is ongoing.

CVAG staff is also engaging with Palm Springs, Cathedral City, Agua Caliente Band of Cahuilla Indians, Twenty-Nine Palms Band of Mission Indians, and Palm Desert, all who have expressed interest in leveraging CV Sync to advance broadband for agency connectivity as well as expanding broadband availability in their jurisdictions. Should the discussions lead to co-location implementation, CVAG's Executive Director will enter into reimbursement agreements with those members under the authorization provided by the CVAG Executive Committee last year.

**Fiscal Analysis**: There is no additional costs to CVAG for this informational update. Costs associated with the construction of co-location of broadband fiber with the CV Sync project will be covered by member jurisdictions per authorization actions by the Executive Committee in June 2023.

**Attachments:**

Middle-Mile Broadband Network (MMBN) Map


Medford
Carson City
NEVADA
Sacramento
San Francisco
San Jose
Fresno
CALIFORNIA
Las Vegas
Los Angeles
San Diego
Tijuana
Mexicali
Statewide Network
Delivery Methods
Lease
Purchase
Joint Build
Caltrans Construction
County Boundary
100
Miles

**ITEM 9g**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Used Oil Recycling Annual Report**

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

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**Recommendation: Information**

**Background:** CVAG, in partnership with its member jurisdictions, has long maintained successful recycling programs for waste tires and for used oil. Funded through the California Department of Resources Recycling and Recovery (CalRecycle), the Used Oil Recycling Program is a state-funded initiative aimed at promoting the proper collection and recycling of used oil. The grant supports event coordination and staff services to host events that reduce environmental contamination from improper disposal and increase public awareness.

In Fiscal Year 2023/24, CVAG hosted eight used oil filter exchange events. Participants who brought used oil filters to events received new filters, while participants that brought in used oil received funnels, towels, and oil change reminder clings. To increase oil filter collection at these filter exchange events, CVAG continued its poster contest and coordinated advertisements through a broad range of media outlets to encourage a diverse event attendance. The City of Coachella included an event flyer in the residents' utility bills. The Cities of Palm Desert, La Quinta, and Cathedral City promoted the event details in city newsletters. Flyers showing all event dates were also distributed at the counters of AutoZones and at City offices in each member jurisdiction. A television ad aired across a local broadcasting station's programming, although radio ads had the most significant success spreading information about used oil filter events collection and events. These ads were produced in English and Spanish versions to air across a variety of the area's stations.

There was an uptick in the number of filters collected as compared to the number of filters collected in Fiscal Year 2022/23. CVAG collected a total of 798 oil filters at the eight Used Oil Filter Exchange Events, compared to 682 oil filters collected at seven events in Fiscal Year 22-23. The number of gallons of used oil slightly decreased, with 1,045 gallons of oil collected in Fiscal Year 2023/24 versus 1,353 gallons of oil collected in Fiscal Year 2022/23. Similar to previous years, nearly half of the attendees reported this was their first used oil and filter collection event, giving CVAG the opportunity to educate 148 additional residents on proper used oil and filter recycling.

Each August, the Annual Report for the Used Oil Recycling Program is due. The Annual Report for 2024 was submitted on August 13, 2024. The report includes detailed accounts of program activities, financial expenditures, and achievements over the past year.

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

**Attachments:** Used Oil Recycling Program Annual Report for FY 2023/24

CalRecycle

# Annual Report Summary

**Recipient/Jurisdiction:** Coachella Valley Association of Governments
**Status:** Open
**Fiscal Year:** 2023-24
**Program Advisor:** Farrall, Annabel

| Oil Collection Type | Oil (Gallons) | Oil Filters |
|---|---|---|
| Certified Collection Centers | 71,323 | 9,452 |
| PHHW and ABOPS | 2,708 | 1,293 |
| Temporary Or Mobile Collection | 1,045 | 798 |
| Residential Collection | 546 | 39 |
| **Oil Collection Total:** | **75,622** | **11,582** |

**Expenditures**

**PAYMENT NUMBER : OPP13-23-0217**

| | | |
|---|---|---|
| | **AVAILABLE BALANCE** | 38,351.53 |
| **Administration** | Indirect / Overhead Cost | 272.23 |
| | Personnel | 2,812.50 |
| **Collection** | Certified Collection Cen | 1,575.00 |
| | Temporary / Mobile (oper | 23,775.00 |
| **Education** | Flyers | 916.06 |
| | Posters | 332.32 |
| | Radio Ads | 6,223.19 |
| | Television Ads | 1,400.00 |
| | Utility Inserts | 1,045.23 |
| | **REMAINING BALANCE** | 0.00 |

**PAYMENT NUMBER : OPP14-23-0217**

| | | |
|---|---|---|
| | **AVAILABLE BALANCE** | 53,537.00 |
| **Administration** | Indirect / Overhead Cost | 36.15 |
| | Personnel | 22,074.98 |
| **Collection** | Temporary / Mobile (oper | 24,353.89 |
| **Education** | Educational Materials | 7,071.98 |
| | **REMAINING BALANCE** | 0.00 |

## Program Highlights

***Theme: One of the main activities of the Used Oil Program is to promote/increase used oil filter collection. What activities did you conduct to increase used oil filter collection?***

The Coachella Valley Association of Governments (CVAG) hosted eight used oil filter exchange events for the nine member cities participating in the Oil Payment Program managed by CVAG. Participants who brought used oil filters to the events received new filters. Participants that brought in used oil received funnels, towels, and oil change reminder clings. To increase oil filter collection at the FY 2023/24 filter exchange events, CVAG continued the poster drawing contest and coordinated advertisements through a broad range of media outlets to encourage a diverse event attendance. The City of Coachella included an event flyer in the residents' utility bills. Palm Desert, La Quinta, and Cathedral City all included event information in their City's newsletter. Flyers showing all event dates were distributed at the counter of AutoZones and City offices in each member City. A television ad was developed and aired across a local broadcasting station's programming. Radio ads however had the largest marked success spreading information about used oil filter events collection and events. These ads were produced in English and Spanish versions to air across a variety of the area's stations.

***Did you increase or decrease used oil and filter collection compared to last year? How much and why?***

In FY 2023/2024 the number of filters collected increased as compared to the number of filters collected in FY 2022/23. CVAG collected a total of 798 oil filters at the eight CVAG Used Oil Filter Exchange Events, compared to 682 oil filters at seven events in FY 2022/2023. The number of gallons of used oil slightly decreased with 1,045 gallons of oil collected in FY 2023/2024 versus 1,353 gallons of oil collected in FY 2022/23. Coachella Valley residents continue to properly recycle their used oil and oil filters not only at the exchange events, but throughout the entire year. This year-round utilization and enhanced education of recycling resources through continued events explains the decrease in gallons of oil collected. Based on our event survey at the eight events, the events continue to educate more participants that oil filters are recyclable. Similar to previous years, nearly half of the attendees reported that this was their first used oil and filter collection event, giving CVAG the opportunity to educate 148 new residents on proper used oil and filter recycling.

***Were there any program changes from this year to last year?***

Before the pandemic CVAG was able to host 9 events each year. Post pandemic, CVAG has established a rotating schedule for the number of events to manage a decreased budget. CVAG was able to host eight events in FY 2023/24 as events will be paused during FY 2024/25 due to the reduction in OPP funding provided.

***If you dropped a program or method, why do you think it didn't work?***

To be able to continue to host the events with a reduced budget, CVAG has paused procuring additional giveaway items as part of the oil change kit. Participants continue to demonstrate interest and use of the funnels, towels, and drainer containers at events. If the budget returns to pre-covid levels, CVAG will first resume events on an annual schedule, and then return to offering the additional giveaways.

***What program or method has worked best for you?***

- Used Oil Filter Exchange Events and education and outreach by event personnel to event participants continues to expand education and outreach on the recyclability of oil filters.
- CVAG was able to continue the drawing contest in FY 2023/24. This outreach method has been historically significant to CVAG as it ties in educating Coachella Valley's youth.
- Email is a great way to contact the customers who regularly attend the events. Regular attendees bring in family and friends, expanding outreach through word of mouth.
- Radio advertising remains the number one driver in attendance.
- Demographic research has allowed CVAG to adapt the outreach efforts to best fit the community.

***Did you develop any best practices or techniques to share with other grantees?***

Used Oil and oil filter collection events in the Coachella Valley have often been attended predominantly by people aged 50 and above. CVAG focused on three initiatives to engage youth and young adults to increase their understanding of used oil and oil filter recycling.

- Sent advertisements to the local community college for distribution.
- Disseminated radio advertisements across a variety of station genres and included both English and Spanish versions.
- Utilized an email list developed from previous years' attendance to notify past attendees of upcoming events. This email list had the ripple effect of creating a portion of new and younger attendees from word of mouth. Observations at events noted this was a generational shift between those family members attending.
- Data tracking of events year over year allows us to identify which outreach methods are most effective and which need to be updated to improve future success.

***What can CalRecycle do to help you? Or what would you like to see modified to better assist you?***

Nothing at this time. We appreciate that the CalRecycle team overseeing the OPP grant is available to assist CVAG with any used oil program-related questions in a timely manner.

**Annual Report Certification**

"I certify under penalty of perjury, under the laws of the State of California, that I have read the Oil Payment Program (OPP) Guidelines (Guidelines), that the submitted Annual Report and Expenditure information is correct, and that all funds received under the OPP have been expended in accordance with the Guidelines."

X Tom Kirk

*Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation)*

8/13/24

Date

Tom Kirk

Print Name

**IMPORTANT! Recipient must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Recipient's cycle file.**

**Signature:** Tom Kirk (Aug 12, 2024 15:52 PDT)

**Email:** tkirk@cvag.org

# Annual Report 2024-Revised

Final Audit Report 2024-08-12

| | |
|---|---|
| Created: | 2024-08-12 |
| By: | Emily Langenbahn (elangenbahn@cvag.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA057Qp73XQ1aHNyBDse_1KGJ8Jn9gFRyN |

## "Annual Report 2024-Revised" History

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**ITEM 9h**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Update on the Climate Pollution Reduction Grant Application and the Region's Comprehensive Climate Action Plan**

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

**Recommendation: Information**

**Background:** The Energy & Sustainability Committee has been regularly updated on the efforts to secure funding through the Inflation Reduction Act (IRA). In January, CVAG's Executive Director was authorized to take any necessary steps for CVAG to participate in the submission of an application for the Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG). The required Priority Climate Action Plan (PCAP) was completed, and submitted to the EPA by the March 1 deadline and a joint application for implementation funding was submitted on May 29 jointly with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments, which are CVAG's partners on the Inland Regional Energy Network (I-REN). The Inland Empire (DECARB IE) application sought funding for three programs: light-duty electric vehicle infrastructure ($58.2 million), public building decarbonization ($106.7 million), and residential building decarbonization ($29.1 million).

On July 22, the EPA released 25 selected awardees nationwide. While the regional application was not among the funded, South Coast Air Quality Management District (SCAQMD) did secure funding that should benefit the Coachella Valley. Its CPRG grant proposal, titled "Infrastructure, Vehicles, and Equipment Strategy for Climate Equity, Air Quality, and National Competitiveness (INVEST CLEAN)" is the largest recipient of the grant program in the amount of $500 million. The SCAQMD INVEST CLEAN proposal was the only application awarded in California. The INVEST CLEAN focuses on incentives to deploy zero-emission, battery electric goods movement technologies in four measures: Class 8 trucks and infrastructure, cargo handling equipment and infrastructure, last mile freight delivery for medium-duty and infrastructure, switcher locomotives and infrastructure.

CVAG staff coordinated with SCAQMD staff during the application process and is tracking the deployment of funds closely. AQMD's application utilized projects in both the Riverside-San Bernardino-Ontario PCAP and the Los Angeles- and Long Beach-Anaheim PCAP for its submission. The Executive Directors from the I-REN councils of governments issued a letter of support for the application. It could take months for the EPA and SCAQMD to finalize the grant agreement. CVAG, WRCOG and SBCOG are working together to ensure the collective regions benefit from this award.

The 25 CPRG-selected projects will fund projects in 30 states. Eight of these applications were submitted by partnerships of multiple entities that will implement their proposed projects. The CPRG implementation investments are as follows: transportation ($1.18 billion), electric power ($372 million), buildings ($1.06 billion), industry ($636 million), agriculture and natural and working lands ($931 million), as well as waste and materials management ($121 million).

In total, the IRA provides an investment of $5 billion to the EPA to support efforts by states and municipalities thereof to develop and implement local greenhouse gas (GHG) reduction strategies. While the 25 projects are the biggest winners, another $250 million was previously provided to states, local governments, tribes, and territories to develop and implement Priority Climate Action Plans (PCAP) for reducing GHG emissions and other harmful air pollution. The planning efforts continue in the Coachella Valley, as the grant secured locally also is funding a regional Comprehensive Climate Action Plan (CCAP) for CVAG and its member jurisdictions. As a result, SBCOG's CPRG consultants (ICF) and CVAG staff this summer has been working with individual jurisdictions, reviewing and providing feedback on a draft list of GHG mitigation measures, requesting agency-wide utility usage data to inform GHG inventories, and currently disseminating GHG emissions community survey in English and Spanish via community partners, agency website and social media.

**Fiscal Analysis:** There is no additional cost to CVAG for these items. Staff time dedicated to I-REN and the costs of the services of consultants are covered through the I-REN budget and SBCOG's CPRG Planning Grant budget.

**Attachment:** Regional PCAP: https://cvag.org/wp-content/uploads/2024/03/Riverside_San-Bernardino_Ontario_PCAP.pdf

**ITEM 9i**

# Coachella Valley Association of Governments
## Executive Committee
### September 30, 2024

**STAFF REPORT**

**Subject:** **Imperial Irrigation District's Coachella Valley Resiliency Initiative**

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

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**Recommendation: Information**

**Background:** The eastern Coachella Valley has repeatedly been impacted by microburst storms that caused considerable damage to Imperial Irrigation District's (IID) electrical infrastructure. These events have significant negative impacts on the public's health and safety as they have occurred during the hot summers months when energy reliability is most needed to run air conditioners and keep people cool. To address this issue and increase the resiliency of the electrical infrastructure, IID has sought outside funding to enhance the reliability, public safety and resiliency for impacted areas in the Coachella Valley.

A microburst storm is defined by the National Weather Service as a downdraft (sinking air) in a thunderstorm that is less than 2.5 miles in scale which can cause significant damage to life and property and can reach windspeeds as high as 150 miles per hour in extreme cases.

On June 5, 2020, microburst wind gusts of 41 miles per hours damaged and fell 53 transmission and distribution poles along a 2.5 mile stretch near Avenue 68 in the unincorporated community of Mecca. This affected 1,839 customers, although 1,765 had power restored within 90 minutes of the outage. In September 2021, a similar event destroyed more than 30 electrical poles, causing approximately 1,400 customers to lose power in the North Shore area. Given the severity of these events to customers as well as the cost to repair, the IID Board of Directors and the County of Riverside have declared them a Local Emergency, which also increases opportunities for funding from state and federal sources. Specifically, IID has coordinated with the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services for funding.

As previously noted in the Energy & Sustainability Committee's May agenda, IID secured $38 million for energy infrastructure and resilience improvements to electrical infrastructure in the eastern Coachella Valley. The K-Line Transmission Hardening Project, which includes a redesign and strengthening of the line, will receive $31.8 million and will directly benefit the communities of Mecca, North Shore and Bombay Beach. Another $2.4 million will be allocated to Mecca/North Shore area to enhance service reliability in that area, and $3.9 for portable generators, to assist in ensuring service during extreme weather events.

IID's Deputy Energy Manager Paul Rodriguez provided additional details during a presentation at the September meeting of the Energy & Sustainability Committee.

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

**ITEM 9j**

# Coachella Valley Association of Governments
## Executive Committee
### September 30, 2024

**STAFF REPORT**

**Subject:** **Update from South Coast Air Quality Management District on continued concerns related to poor air quality**

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

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**Recommendation: Information**

**Background:** Both the Executive Committee and the Energy & Sustainability Committee have had robust discussions about the region's air quality following Tropical Storm Hilary. The June meeting of the Energy & Sustainability Committee served as a forum for key stakeholders and members of the public to vocalize their opinions. The concerns heard were related to the impact on public health due and economic impacts to the regional economy, particularly tourism.

The June meeting of the Energy & Sustainability Committee was scheduled to include a presentation by South Coast Air Quality Management District (SCAQMD). However, following the publication of the meeting agenda, CVAG staff was notified that the speakers from SCAQMD could not attend due to the two presenters having conflicts with jury duty. The presentation was re-scheduled for the September meeting of the Energy & Sustainability Committee, when Sarah Rees, Deputy Executive Officer for Rule Development and Implementation, and Scott Epstein, Planning and Rules Manager, updated members on data collection on behalf of SCAQMD.

Over the summer, CVAG's advocacy on the issue continued. A letter signed by nearly 60 locally elected officials and community leaders was sent to SCAQMD in June, echoing the frustration they've heard from local residents and pressing for more action. CVAG staff has also continued meetings with SCAQMD staff and Riverside County Supervisor V. Manuel Perez has elevated the issue to staff at the California Air Resources Board (CARB). CVAG's advocacy has been quoted by multiple news organizations, including CalMatters (see attachment). CVAG staff will also be participating in the Desert Healthcare District/ Foundation's (DHCD) upcoming "Healthy Desert, Healthy You" environmental health summit. As DHCD Chief Executive Officer Chris Christensen noted at the June meeting of the Energy & Sustainability Committee, the DHCD has incorporated an environmental focus into its vision for grants and investments and it is looking for a project aimed at mitigating air quality-related health conditions.

SCAQMD staff maintains that the storm deposits were responsible for elevated levels of PM10 in the weeks following last year's storm but generally believe that PM10 levels are within expected parameters this spring/summer. While it is a widely held belief in the Coachella Valley that air quality conditions this spring are not normal, it should be recognized that SCAQMD has invested substantial time and resources to better understand the concerns coming from the Coachella Valley. They are the most sophisticated and capable air district in the country and have put some of their brightest modelers and other experts on the matter.

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

**Attachments:**

1. CVAG letter to SCAQMD, June 28, 2024
2. “Danger in the dust: Coachella Valley residents struggle to breathe,” story by CalMatters on August 1, 2024

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
73-710 Fred Waring Dr., Suite 200, Palm Desert, CA 92260 · (760) 346-1127 · www.cvag.org

CVAG

June 28, 2024

Wayne Nastri
Executive Officer
South Coast Air Quality Management District
21865 Copley Dr.
Diamond Bar, CA 91765

**Re: Addressing Air Quality Concerns in the Coachella Valley**

Dear Mr. Nastri,

We, the undersigned elected officials and community leaders of the Coachella Valley, urgently request the South Coast Air Quality Management District (AQMD) take immediate steps to address the air quality conditions that are increasingly causing concern among residents, visitors and stakeholders. There is broad consensus among leadership and residents that the current conditions could pose a threat to the future of our public health, as well as our economy.

We would first like to thank you for your recent help in addressing the gap in our local air monitoring system by re-installing a monitor in Indio and placing temporary monitor(s). We recently learned that some of our colleagues at South Coast AQMD believe that our current air quality conditions fall within normal, expected, parameters. Not only do we believe that this does not correlate with our local experience, but it also poses a barrier to future opportunities for mitigation funding and collaboration. We would like to urgently request a meeting with you and your colleagues to discuss the local data and evaluate why our opinions on current conditions are unaligned. Immediate action is needed, and we pledge our collaboration through the Coachella Valley Association of Governments (CVAG) to work with you.

Our air quality has been noticeably worse since Tropical Strom Hilary plummeted the Coachella Valley with a once in a 1,000-year storm event that deposited new mud and fine sediment in the area. On May 31, CVAG's Executive Director sent you a letter detailing our region's concerns. The call for action by community members and stakeholders has grown even louder over time, and we encourage you to review the video from CVAG's June 13 meeting of the CVAG's Energy and Sustainability Committee where local elected leaders, community organizations and residents expressed their concerns.

South Coast AQMD's leadership and expertise is needed to identify sources of emissive dust and opportunities for soil stabilization, as well as to deploy monitors with enhanced capabilities that can better profile total suspended particulates. With your collaboration, we can create a plan for action that fits the needs of our region's concerns by safeguarding the region's economy and protecting the health and well-being of residents and visitors of the Coachella Valley. We stand ready to work with you.

Sincerely,

Scott Matas
CVAG Chair
Fiscal Year 2023/24

Oscar Ortiz
Chair, CVAG's Energy
and Sustainability Committee

Ted Weill
CVAG Chair
Fiscal Year 2024/25

City of Blythe

City of Cathedral City

City of Coachella

City of Desert Hot Springs

City of Indian Wells

City of Indio

City of La Quinta

Steve Sanchez

CVAG

City of Palm Desert

Kathleen Kelly

City of Palm Springs

City of Rancho Mirage

County of Riverside

Tribal Nations

(ACBCI)

Desert Healthcare District

Lee Zendle
Arthur Shorr
Carole Rogers

Community Stakeholders

CVAG

**CITY OF BLYTHE**
Mayor Joseph DeConinck
Vice Mayor Johnny Rodriguez
Mallory Crecelius, City Manager

**CITY OF CATHEDRAL CITY**
Mayor Mark Carnevale
Mayor Pro Tem Nancy Ross
Councilmember Ernesto Gutierrez
Councilmember Raymond Gregory
Councilmember Rita Lamb

**CITY OF COACHELLA**
Mayor Steven Hernandez
Mayor Pro Tem Stephanie Virgen
Councilmember Frank Figueroa
Councilmember Neftali Galarza*

**CITY OF DESERT HOT SPRINGS**
Mayor Scott Matas
Mayor Pro Tem Jan Pye
Councilmember Russell Betts
Councilmember Roger Nuñez
Councilmember Gary Gardner

**CITY OF INDIAN WELLS**
Mayor Greg Sanders*
Councilmember Dana Reed
Councilmember Donna Griffith*

**CITY OF INDIO**
Mayor Pro Tem Glenn Miller
Councilmember Elaine Holmes
Councilmember Waymond Fermon
Councilmember Oscar Ortiz

**CITY OF LA QUINTA**
Mayor Linda Evans
Mayor Pro Tem John Peña
Councilmember Kathleen Fitzpatrick
Councilmember Deborah McGarrey
Councilmember Steve Sanchez

**CITY OF PALM DESERT**
Mayor Karina Quintanilla
Mayor Pro Tem Jan Harnik
Councilmember Evan Trübee
Councilmember Gina Nestande
Councilmember Kathleen Kelly*

**CITY OF PALM SPRINGS**
Mayor Jeffrey Bernstein
Mayor Pro Tem Ron deHarte
Councilmember Christy Holstege
Councilmember Lisa Middleton
Councilmember Grace Garner

**CITY OF RANCHO MIRAGE**
Mayor Steve Downs*
Mayor Pro Tem Ted Weill
Councilmember Meg Marker
Councilmember Lynn Mallotto
Councilmember Michael O'Keefe

**COUNTY OF RIVERSIDE**
Supervisor V. Manuel Perez – District 4

**AGUA CALIENTE BAND OF CAHUILLA INDIANS**
Tribal Chair Reid D. Milanovich
Tribal Vice Chair Candace Patencio Anderson

**TORRES MARTINEZ DESERT CAHUILLA INDIANS**
Tribal Vice Chair Joseph Mirelez

**DESERT HEALTHCARE DISTRICT**
Chris Christensen, CEO
Carmina Zavala, Vice President
Lee Zendle, Director
Carole Rogers, Director
Arthur Shorr, Treasurer

**COMMUNITY STAKEHOLDERS**
Russ Martin, Mission Springs Water District Director
Amber Duff, Mission Springs Water District Board of Directors – Division 1
Scott White, President & CEO, Visit Greater Palm Springs
Brandon Marley, President & CEO, Greater Coachella Valley Chamber of Commerce

* Added after June 28, 2024

CVAG

ENVIRONMENT

# Danger in the dust: Coachella Valley residents struggle to breathe



BY ALEJANDRA REYES-VELARDE
AUGUST 1, 2024



Dust from the exposed lakebed of the Salton Sea, farm fields and the open desert all contribute to particulate pollution in the community of North Shore, on July 17, 2024. Photo by Zoë Meyers for CalMatters

Listen to this article



**IN SUMMARY**

A hazardous haze, made up of small, inhalable particles, casts a pall over the desert. This year has been severe, triggering asthma attacks — so what is being done to clean it up?

*Lea esta historia en **Español***

Outside her home in Riverside County, near the north shore of the Salton Sea, Sara Renteria is struggling to breathe. She has to speak in short sentences, and pauses often to take a breath.

When she was diagnosed with asthma as an adult about five years ago, Renteria said her doctor gave her a choice: Leave her home in the Coachella Valley or take an array of medications to treat her condition. It was the air, he told her, that worsened her asthma.

Although by now Renteria is no stranger to this desert region's poor air quality, she has noticed this year that dust storms kicking up clouds of particles have been increasing. She points to the horizon — it's often so hazy that she can't clearly see the desert mountains nearby.

People in the Coachella Valley, especially in Renteria's low-income, Mexican American **community**, breathe **some of the nation's unhealthiest** concentrations of a pollutant known as **PM10** — particles of dust small enough to inhale. The particles exceed federal health limits, mostly when they are stirred up on windy days, and come from a variety of sources, including unpaved roads, construction sites, fallow farm fields and the dried-up Salton Sea.

Renteria's impression that the pollution has been severe in her community recently is backed up by the data: So far this year, 24 health warnings for windblown dust pollution have been issued in the region, each lasting several days. The latest was this week, along with odor and **wildfire smoke warnings** that added to the Coachella Valley's pollution woes.

Over the past decade, people in the Coachella Valley have breathed PM10 exceeding federal health standards on one to 10 days each year. Mecca, near the Salton Sea, had the most excessive days recently.



Sara Renteria, who suffers from asthma, stands on the porch of her home in North Shore, on July 17, 2024. Photo by Zoë Meyers for CalMatters

And in Palm Springs and Mecca, the maximum concentrations — usually recorded on high-wind days — were three times higher than **the amount deemed safe** over the past two years. Those are often the days when people, especially those with asthma or allergies, feel sick.

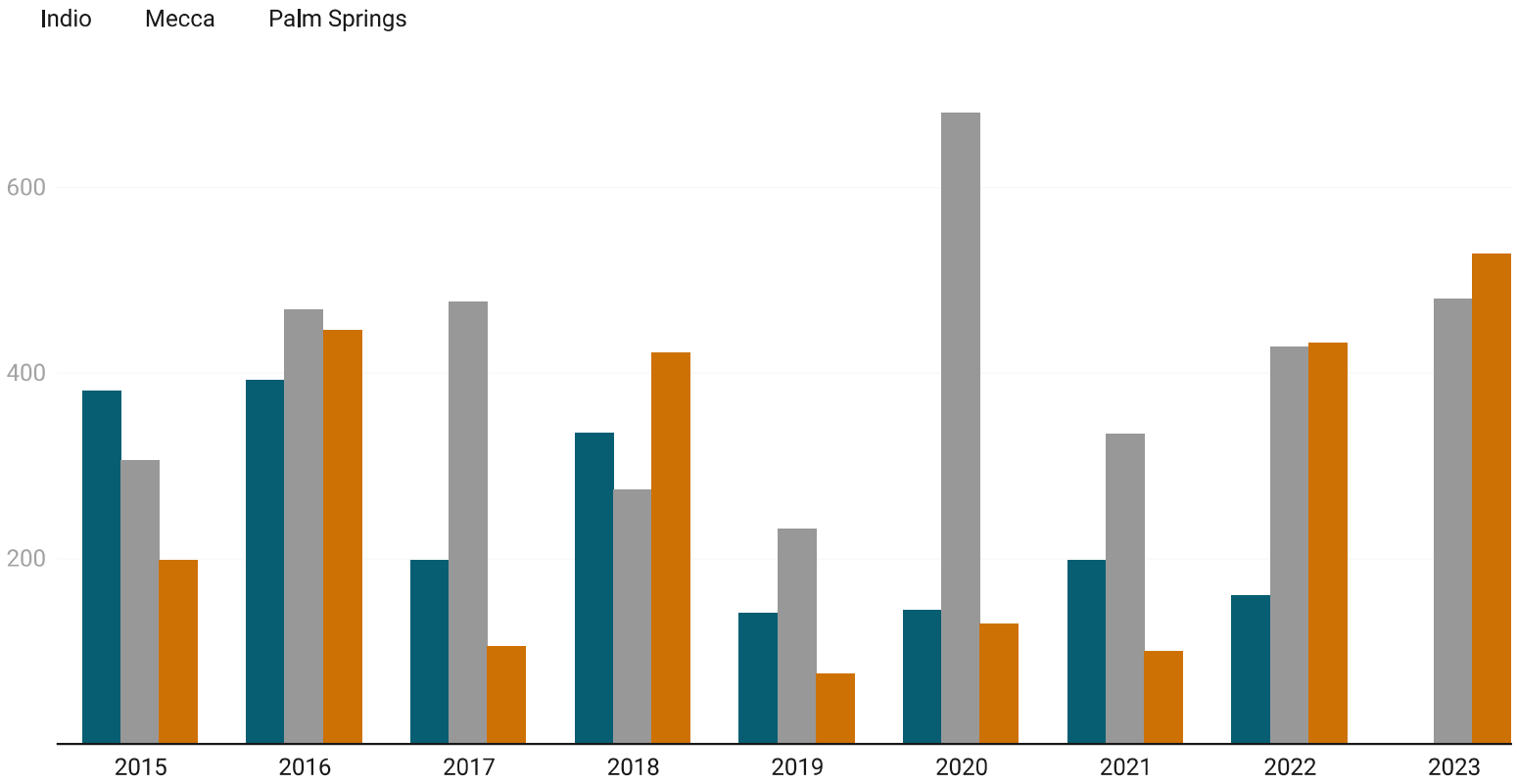
Famous for two music festivals — Coachella and Stagecoach — the region draws hundreds of thousands of people each spring, when winds often stir up dust. Festival-goers and workers breathed high levels of particle pollution for several hours on the two days before the Stagecoach festival, and on its first day, April 26.

Local leaders and residents say more dust is covering cars and driveways, and even surfaces inside their homes. A brown-gray haze lingers after high winds — so bad that it can cause car accidents. Hotels, restaurants and other businesses have expressed concerns that the dust is driving away tourists and raised their cleanup costs.

"There's no doubt in my mind that the air quality has been worse than I've certainly ever experienced it in my 28 yrs in the Coachella Valley," said Tom Kirk, executive director of the Coachella Valley Association of Governments, which represents the area's **cities and tribes**.

## Particle pollution in the Coachella Valley

The maximum amounts of suspended particulates, or PM10, detected over a 24-hour period in the Coachella Valley have been high in recent years. The federal health standard is 150 micrograms of PM10 per cubic meter of air. Strong winds are the main cause driving up these peak PM10 levels.




*Notes: There is no data from the Indio air quality monitoring station for 2023 and potential exceptional events were not removed from this analysis.*
Chart: John Osborn D'Agostino, CalMatters • Source: South Coast AQMD • Get the data • Created with Datawrapper

But South Coast air district officials say the data doesn't indicate there's anything "out of the ordinary" this year.

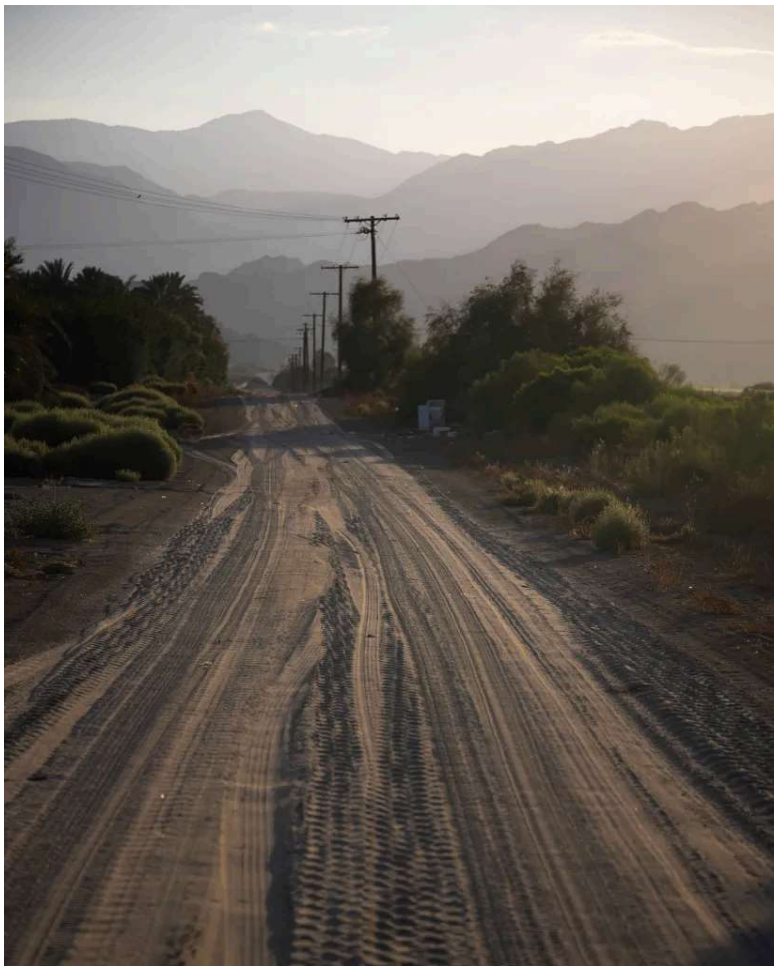
"We think dust (PM10) levels are within the typical year-to-year variation we'd expect to see," said Scott Epstein, the agency's planning and rules manager who oversees air quality assessment. "It's very unsatisfying for us because we want to confirm what the community is saying. But the science says things are within the realm of what we've seen in the past."

Desert dust is usually coarse and packed into the ground. But when **storm Hilary hit the area** last August, the torrent of rain disturbed the dust and brought mud from mountains that turned into a fine, loose silt that raised PM10 levels.

Epstein said many particles in the air are small and inhalable, so people should avoid breathing them. But he added that much of the increased dust that Coachella Valley residents are now seeing since the storm isn't actually PM10 — it's larger particles that do not pose a major health threat because they cannot be inhaled.

Some local leaders and residents disagree, based on the physical symptoms they feel and the fine dust they see.

“Despite assertions to the contrary, air quality has not shown significant improvement,” state Assembly members Greg Wallis and Eduardo Garcia wrote in a letter to the air district. “The spring season, characterized by windy conditions, has exacerbated the issue by stirring up dust and clay deposits left behind in the wake of Tropical Storm Hilary.”



Dust from unpaved roads in Thermal contributes to unhealthy particulate pollution in the Coachella Valley. July 16, 2024. Photo by Zoë Meyers for CalMatters

Air pollution, particularly from dust-blown particles, has been a problem in the Coachella Valley for decades. The region was declared a federal PM10 “**serious nonattainment**” area back in 1993 — making it one of the nation’s worst areas for the pollutant.

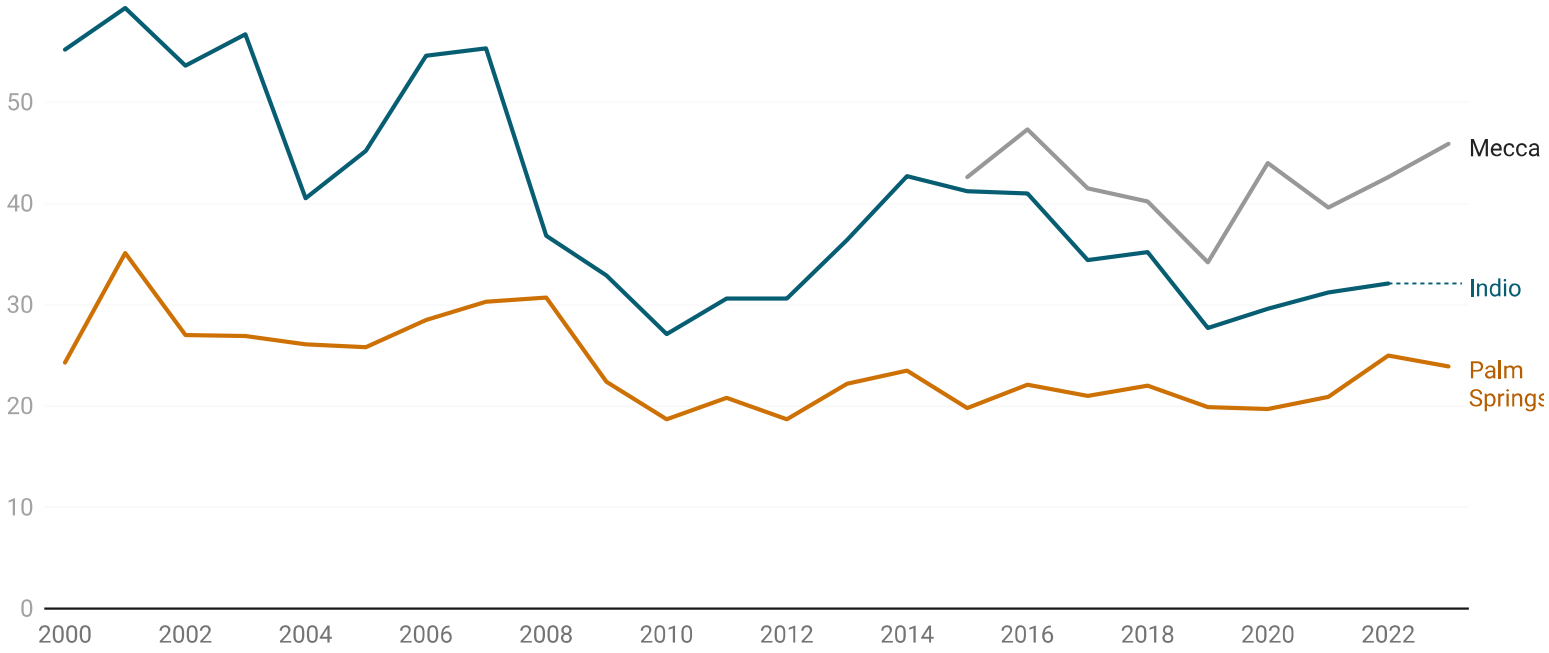
Since then, air quality and local officials have been struggling to figure out how to reduce the pollution, and **residents have long pushed for more action**.

A state plan, mandated by the U.S. Environmental Protection Agency, outlines state and local efforts to require certain sources, including farms and construction businesses, to control dust. Local leaders already have a decades-old street-sweeping program to collect dust before it’s ground into finer particles, and other local rules have required dust control at construction sites and farm fields.

Despite these efforts, over the past 20 years, PM10 remains a “serious” health problem in the region, according to the EPA. Average annual concentrations have improved in some areas, particularly in Indio, but not enough to meet health standards, air district data shows. Mecca, on the north shore of the Salton Sea, has the worst problem.

## Despite improvements, air pollution in the Coachella Valley remains "serious"

Average annual concentrations of small particles known as PM10 have declined over the past two decades in parts of the Coachella Valley. But the area still exceeds health standards that are designed to protect people's health. Annual PM10 has dropped 41% in Indio and 21% in Palm Springs




*There is no data from the Indio air quality monitoring station for 2023*

Chart: John Osborn D'Agostino, CalMatters • Source: South Coast AQMD • Get the data • Created with Datawrapper

"The biggest driver of changes in PM10 is the wind," said William Porter, an atmospheric physicist at UC Riverside who studies the air pollutant. "We get these big winds that blow very strong from the east. Whenever we have those conditions we see big increases in blow dust." He added that the pollution also can worsen with "changes in the surface properties of the land."

The desert, of course, is dusty, with little rainfall and not much vegetation to hold soil in place. But there are human sources, too, that officials are struggling to control. The region is a transportation corridor, with exhaust spewed by trucks, trains and cars driving from Los Angeles. Dust on roadways is ground up into finer pieces that can be picked up and distributed throughout the air. Particles also flies off farm fields and construction sites.

And the **receding playa** of the Salton Sea generates small particles that are picked up by winds. Created by Colorado River flooding, the shallow, salty lake now is made up **mostly of contaminated runoff** from **Imperial Valley farms** that have been **draining the river's water supply**.

**Learn more about legislators mentioned in this story.**

**Eduardo Garcia**
**Democrat, State Assembly, District 36 (Coachella)**

**Greg Wallis**
**Republican, State Assembly, District 47 (Rancho Mirage)**

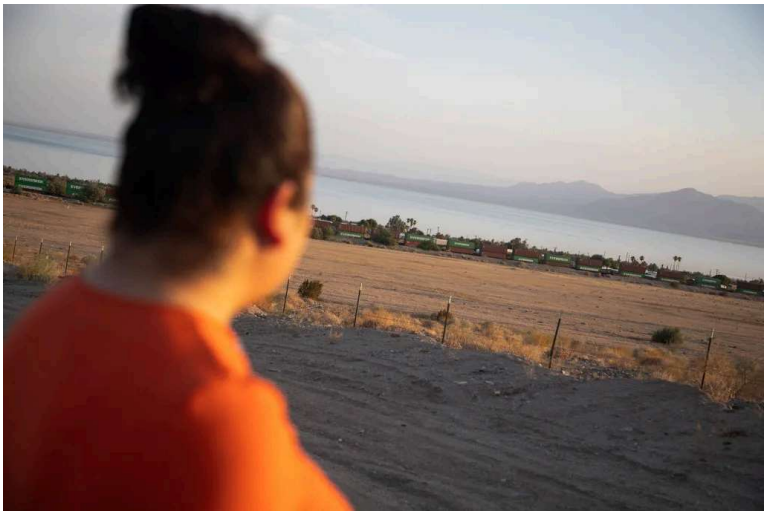
### At risk: elderly, children and those with lung disease

PM10 — particles that are 10 microns or smaller, a fraction of the diameter of a human hair — is considered a health threat because the particles are small enough to be inhaled. They are larger than another pollutant, **PM2.5 or fine particles of soot**, which can travel farther into the respiratory system and enter the bloodstream, triggering heart attacks. PM10 is more likely to be trapped in the upper respiratory system — the nose and throat.

Geoffrey Leung, Riverside County's public health officer, said when PM10 is inhaled, it can worsen symptoms for people with asthma and lung diseases, such as chronic obstructive pulmonary disease. Symptoms can range from moderate to severe, from coughing, wheezing and eye irritation to asthma attacks.

People with lung and heart diseases, the elderly, pregnant people and children are most vulnerable, Leung said. Leung advises people with those conditions to stay indoors and limit physical activity on days with poor air quality.

In the Riverside County portion of the Coachella Valley, about 41,422 adults and 10,675 children have been diagnosed with asthma, according to **county data**. That's about 12% of the population, compared with the national average of **about 7%**.






**First:** Sara Renteria, who has asthma, watches a passing freight train in her neighborhood in North Shore. **Last:** Eye drops and other medications fill a shelf in the living room of Conchita Pozar's family home in North Shore, on July 17, 2024. Her daughter suffers eye problems caused by the air pollution. Photos by Zoë Meyers for CalMatters



The Salton Sea on Feb. 4, 2023. With its water supply depleted by Imperial Valley farms, the salty lake is a major source of PM10 in the region. Photo by Ariana Drehsler for CalMatters

The Salton Sea is part of the reason that pollutant levels are so dangerous in the region. Porter's unpublished research indicates that particles blown from the direction of the Salton Sea is linked to a larger increase in hospitalizations for respiratory or cardiovascular problems compared to when wind blows from other directions. The explanation could be the content of its dust, since it picks up metals, pesticides and other hazardous substances.

Many residents living near the Salton Sea know to stay indoors to avoid the dust if winds are blowing from that direction. On two days earlier this week, **odor advisories** were issued when noxious sulfur fumes, which can cause headaches and nausea, blew in from the inland lake.

"When it's coming from the sea, we definitely don't go outside. When it's coming from L.A. it's less worrisome," said Conchita Pozar, who lives just about a mile from the shore of the Salton Sea.

## Asthma attacks, allergies and headaches

On a recent evening at her home in North Shore — a tiny desert community of about 2,600 people, 97% of them Hispanic, next to the Salton Sea — Renteria recalled a scary asthma attack she had just a few weeks earlier. On the drive home from visiting her siblings, she started hyperventilating, seemingly out of the blue.

“I felt like there was a rock on my chest,” Renteria said, mimicking the short, quick breaths she felt that day. “And like needle pricks all over my skin.”

She spent a night in the hospital before her breathing stabilized.

Renteria, a farmworker, has to carry her inhaler with her at all times, especially when she’s active and working in date fields part of the year. At home, she has a nebulizer, which is a machine with a mask that delivers medicine to her airways, and vials of medications.

Pozar, recruited by UC Riverside researchers, is one of a handful of “promotoras” or community workers who interview their neighbors about their symptoms. **Many report bloody noses, allergies and eye irritation**. Some children don’t have an asthma diagnosis but struggle with similar symptoms and are instructed to use inhalers.



Conchita Pozar is a community investigator for a UC Riverside health study in towns near the Salton Sea. Her neighbors have reported asthma attacks, bloody noses, headaches and other health problems associated with the particle pollution. Photo by Zoë Meyers for CalMatters

Pozar's teenage daughter suffers from allergies that give her eye irritation so severe that she often keeps her home from school. On windy days with poor air quality, Pozar keeps her daughters home and they wear masks when they go outside.

"Her allergies are so bad that we sometimes can't turn on the lights or go outside because it irritates her eyes," Pozar said. "A specialist told me that it was because of the dust that surrounds her."

Many people have already moved out — North Shore's **population has dropped** almost 13% in just one year. But moving isn't an option for Pozar. She's lived in the Coachella Valley half of her life after immigrating from Michoacan, Mexico. She wants to stay connected to her indigenous Purepecha friends, neighbors and family members who live there, and she and her husband have made their livelihoods here.

"We've adapted, and with housing prices so high, I don't think we'd be able to find a home that we'd be comfortable in somewhere else," she said."The government should make an effort to resolve the problems

here."

Alianza Coachella Valley, a nonprofit that focuses on improving the health of the valley's vulnerable communities, has trained Renteria and other community members to use air monitors in their homes to provide localized data and help protect themselves from the pollution, said Silvia Paz, the organization's executive director.

The group has educated residents about air quality, especially in the eastern Coachella Valley where the towns of Mecca, Thermal and North Shore are separated by miles of open desert and farm fields.

"These communities are mostly rural and they're lacking in infrastructure," said Silvia Paz, the organization's executive director. "We have less parks, we have less trees, we have less roads. We can experience the difference in exposure because we have less elements to keep dust down or protect us from the dust blowing."

In 2017, Alianza deployed air monitors throughout the eastern Coachella Valley that tracked real-time data. This provided evidence that the region should be included in a state program to reduce pollution in communities with the poorest air quality, Paz said.

**The program**, mandated by **a 2017 law,** holds meetings with community members and has recently set aside $4.6 million to pave public and private roads in the eastern Coachella Valley, as well as $2.8 million to provide household air filters in communities statewide.

**Sweeping streets: Local efforts to fix the problem**

The South Coast air district monitors 24-hour average PM10 levels at three stations in Indo, Mecca and Palm Springs, and tracks when levels exceed the federal health standard, which is 150 micrograms of particles per cubic meter of air, as well as a state standard of 50.

Emily Nelson, an environmental consultant for Coachella Valley Association of Governments, was part of a district working group that studied PM10 in the 1990s to develop ways to solve the problem.

In 2003, the agency approved its plan to reach PM10 standards. Under the plan, cities implemented ordinances that directed certain industries, such as construction and agricultural businesses, to reduce dust. That includes such practices as spraying soil stabilizers and nonpotable water on construction sites and implementing certain methods when mowing golf courses.




**First:** Dirt from farm fields in Thermal can be stirred up by winds. **Last:** Fields can generate small, inhalable particles. July 16, 2024. Photos by Zoë Meyers for CalMatters

“There were a lot of implemented appropriate meaningful strategies that in the end saved many of these industries money and made them better neighbors,” Nelson said.

In 2010, the state Air Resources Board and South Coast district **asked the U.S. EPA** to redesignate the area as in attainment with the health standard based on 2005-2007 data. The request was denied “and we started exceeding it again,” Nelson said.

The Coachella Valley Association of Government spends more than $760,000 a year on street sweeping as part of the state’s plan for cleaning up PM10, according to a 2022 contract effective through 2025. Street sweepers clean 896 miles of roads at least on a biweekly basis.

Kirk, executive director of the association, said street sweepers have recently picked up more dust than they have in the past.

He said the cities need more funding from the South Coast air district and that agency officials should spend time in the Coachella Valley to see the problem themselves.

“We rely on the district’s expertise to not just understand the air quality problem but solve it,” Kirk said. “The air district isn’t in the problem-solving mode because they don’t see there’s a problem.”

In response to community concerns, South Coast air district officials say they are trying to get a better picture of the pollution by deploying a temporary monitor in Indio that can measure total suspended particulates and

one in Whitewater Wash. The agency is also analyzing satellite data in collaboration with Colorado State University researchers.

Even if the recent pollution concentrations are mostly larger particles, not smaller, inhalable ones, Nelson said she worries about how it affects the region's welfare. More research is needed to see how they affect visibility, crops and other industries, like tourism.

"The wind will stop and the valley still looks like we're in a soup of dust," Nelson said. "Everything is coated with this very fine dust. I mean the car washes have been doing the best business ever."

*John Osborn D'Agostino, CalMatters' data and interactives editor, contributed to the reporting on this article.*

*This article was updated on Aug. 4 with data reflecting that more days in the Coachella Valley have had excessive PM10 levels over the past decade than originally reported and to add that the AQMD's planning manager said some of the increased dust after storm Hilary does contain inhalable particles.*

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**ITEM 9k**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

**STAFF REPORT**

**Subject:** **Recap from California Association of Councils of Governments**

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

**Recommendation: Information**

**Background:** The California Association of Councils of Governments (CALCOG) is a 49-member organization that serves councils of governments such as CVAG, metropolitan planning organizations, and regional transportation planning agencies. CALCOG works to improve the working relationships between member agencies, local governments, transit agencies, and state regulatory authorities. CALCOG also develops statewide consensus between its members on issues related to transportation, regional planning, climate change and funding. Additionally, CALCOG works to improve the inter-relationship between regional and local government by coordinating policy development with agencies such as the California State Association of Counties and the League of California Cities.

CVAG has been a CALCOG member since 2014 and is represented by Palm Desert Mayor Pro Tem Jan Harnik on the CALCOG Board of Directors, where she serves as Second Vice President. The CALCOG Executive Director is Bill Higgins, who was the keynote speaker for the 2017 CVAG General Assembly. As CVAG's representative to CALCOG, Mayor Pro Tem Harnik provides updates to CVAG to help disseminate information and assist with making well informed decisions related to advocacy and funding and other issues that may affect operations of CVAG and its member agencies.

The following CALCOG updates were recently shared by Mayor Pro Tem Harnik:

- *Regional Early Action Planning (REAP) Retained*: Helped direct the lobbying effort to retain $270 million in REAP funding that will be awarded by regions to local agencies to support infill housing and sustainable transportation projects. As a result of this effort, MPOs will now have $480 million to invest statewide.
- *Appropriate Target Setting:* Successfully opposed AB 6 (which would have set a new greenhouse gas emissions reduction target for the year 2045) by noting the limitations in the current target metric and how it will not work when most of the cars on the road are electric.
- *Developing Leadership:* Graduated the sixth cohort of the California Academy for Regional Leaders (CARL), which is a staff-level leadership program designed to train the next generation of regional agency directors. Registration just opened for the seventh cohort.
- *Legislative Action Day:* Met on May 22 with Legislators and administration staff to address challenges related to achieving state statutory objectives.
- *Preparing to Replace the Gas Tax:* CALCOG has teamed with Caltrans to work on public education materials relating to the need to replace the gas tax with a different funding mechanism.

- *Adopted New Programs in a Balanced Budget:* At the June meeting, the CALCOG Board approved a project-oriented budget that will focus on regional policy education related to infill, housing, vehicle miles traveled and climate policy.

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

**ITEM 10b**

Coachella Valley Association of Governments
Executive Committee
September 30, 2024

## STAFF REPORT

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

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

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**Recommendation: Information**

**Background:** On August 31, the State Legislature recessed for the final time this year, concluding the 2024 legislative session. CVAG staff and lobbying team, the Politico Group, continued to monitor and engage on legislative issues up until the last gavel was hit for this year. During the last month of session, the State continued with legislative committee hearings to advance bills, including an energy legislative package, given the end-of-session deadlines.

*Legislative, Budget, and Administrative Updates*
The final push began when the Legislature returned to Sacramento on August 5 after a month-long summer recess. After meeting policy committee deadlines, their focus turned to fiscal committee hearings. Approximately 1,300 bills were still moving through the Legislature at the beginning of August. Hundreds of these bills were considered through the "suspense file" process in each appropriations committee prior to the August 16 deadline for bills with a fiscal impact to advance in the legislative session.

The suspense file allows the respective appropriations committees to reduce the total number of bills and associated state costs without requiring rollcall votes on individual measures that are held in the committees. On August 15, the Senate Appropriations Committee considered 515 Assembly bills and held 174 of those in committee. The Assembly Appropriations Committee took up 313 Senate bills and held 100 in committee. The percentage of bills held on suspense — approximately 33% — is higher than typical, likely due to both the precarious nature of the State's budget and election-year politics for some of the more controversial measures.

Following the suspense hearings, the Legislature considered the remaining bills during a two-week sprint before gaveling down the 2023-24 regular session just after midnight on September 1. There was significant controversy between the two houses in the final days and hours of business. Some of this last-minute inter-house discord can be attributed to two principal reasons: a difference of opinion between the houses on various energy policy packages, including the Governor's end-of-session effort to address spikes in gasoline prices and electricity bills; and the Senate's early dismissal on August 30, narrowing the final time available to manage the remaining Assembly bills in the upper house.

*Key legislative decisions*

On behalf of CVAG, during the last weeks of the legislative session, Politico Group helped defeat AB 2290 (Friedman), which would have limited the ability of local agencies to utilize and apply for state funding for bicycle infrastructure projects. CVAG had successfully advocated for positive changes as part of a coalition of small urban and rural regional transportation agencies to a similar measure – SB 1216 (Blakespear). Unfortunately, Assemblymember Friedman declined CVAG-supported amendments, and she faced continued opposition to her bill when it was vetted in fiscal committee. Also, due in part to opposition from CVAG and other regional transportation planning agencies, Assemblymember Rick Zbur held his AB 1335, which would have amended SB 375 to require that Metropolitan Planning Organizations (MPOs) like the Southern California Association of Governments assume Regional Housing Needs Allocation (RHNA) housing units are built in a specified period of their Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS).

The following is a list of measures being tracked by CVAG staff that are on their way to the Governor's desk for action by the September 30 constitutional deadline for a signature or veto.

- AB 98 (Carrillo and Reyes) – Would prescribe statewide development standards for new or expanded logistics use facilities to minimize impacts on sensitive receptors; prohibit cities and counties from approving new or expanded logistics use developments unless they meet specified criteria; require cities and counties to update their circulation elements by January 1, 2028 to include specified truck route (by January 1, 2026 in Riverside and San Bernardino counties); and provide for enforcement of circulation element update requirements by the Attorney General, who would be empowered to impose fines of up to $50,000 every six months.

- AB 832 (Cervantes) – Would require one of the Governor's appointees to the California Transportation Commission (CTC) to have expertise in transportation issues and professional experience that includes experience working in, or representing, disadvantaged communities.

- AB 3093 (Ward) – Would create two new income categories, Acutely Low Income (ALI) and Extremely Low Income (ELI), in the Regional Housing Needs Determination (RHND), Regional Housing Needs Allocation (RHNA), and Housing Element Law and require the Department of Housing and Community Development to develop guidance for regions and local governments on distributing and planning for the new income tiers.

- SB 768 (Caballero) – Would require the Department of Housing and Community Development (HCD) to study how vehicle miles traveled (VMT) is used as a metric for measuring transportation impacts of housing projects pursuant to the California Environmental Quality Act (CEQA).

- SB 937 (Wiener) – Would delay the collection of certain residential development impact fees for affordable housing projects and residential developments of ten units or fewer until the certificate of occupancy. Exceptions are included for fees for infrastructure that is already under development or to reimburse a local agency for expenditures already made.

- SB 960 (Wiener) – Would require Caltrans to include complete streets assets in relevant state highway plans and reports, develop and adopt transit priority policy and guidelines, and commit to specific 4-year targets to incorporate complete streets facilities in the State Highway Operations and Protection Program (SHOPP). Assembly Amendments

removed requirements for any project in the SHOPP to include bicycle, pedestrian, and transit priority projects unless a specified exception applied.

*Governor Calls Extraordinary Session*

Following months of behind-the-scenes discussions between the two houses and the Newsom Administration, most of the bills included in a proposed package of energy-related measures failed to pass on the last night of the regular 2023-2024 legislative session. This prompted Gov. Newsom to make good on his threat to call the Legislature into a special session related to the State's oversight of transportation fuel supply and pricing.

During a special session, the typical legislative deadlines in the constitution do not apply; however, the Legislature can only consider bills within the purview of the Governor's extraordinary session proclamation. This is the second extraordinary session for the 2023-2024 California Legislature: The Governor previously called the Legislature into a special session in 2023, where they passed legislation creating the Division of Petroleum Market Oversight with the California Energy Commission.

The multi-bill package being debated by lawmakers was designed to tackle increasing energy costs, as discussed in this report from the Los Angeles Times. The following bills were sent to the Governor:

- AB 3264 (Petrie-Norris) – Would require the California Public Utilities Commission (CPUC) to develop a framework to address energy costs from electricity, natural gas, gasoline, and propane; and require the CPUC to submit a study to the Legislature on options to reduce costs on ratepayers of expanding the electrical transmission system.

- SB 1142 (Menjivar) – Would require the CPUC, by July 1, 2025, to determine whether to direct electrical and gas corporations to consider a customer's ability to pay before terminating or reconnecting services.

- SB 1420 (Caballero) – Would add hydrogen production facilities and onsite storage and processing facilities to the types of facilities that existing law makes eligible for centralized permitting and expedited review under the California Environmental Quality Act (CEQA).

*California Transportation Commission (CTC) appointments*

On August 30, the Governor appointed Jason Elliott to the CTC. Mr. Elliott has been President of Versus Solutions since 2024 and has a longstanding relationship with the Governor, dating back to his role as Policy Advisor to then-Mayor Newsom from 2008 to 2010. He is a familiar face to many local government officials given his high-profile role working on housing and homelessness issues for Governor Newsom, particularly during the Governor's first term. Mr. Elliott was Deputy Chief of Staff in the Office of Governor Gavin Newsom from 2022 to 2024, where he also served as Senior Counselor from 2019 to 2022.

The Commission still has one vacancy which is also a gubernatorial appointment, and that is the vacancy left by Commissioner Joseph Tavaglione who passed away on August 1, 2024 at the age of 101. Commissioner Tavaglione had retired in July 2024, after serving for more than 20 years. He was initially appointed by Governor Davis in September 2022, followed by reappointments by Governor Schwarzenegger in 2005 and 2009, Governor Brown in 2013 and

2017, and most recent by Governor Newsom in 2021. Additionally, he also served on multiple boards and commissions in the Riverside County area. To commemorate his contributions to the region, State Sen. Richard Roth whose district encompasses the Cities of Riverside, Moreno Valley and Corona, introduced Senate Concurrent Resolution (SCR) 13, which would designate the State Route 60, 215/91, 215 Separation as the Joseph Tavaglione Memorial Interchange. CVAG sent a support letter for SCR 13, which was signed by the Governor on September 10. CVAG staff will continue to monitor the pending vacancy left by Mr. Tavaglione on the CTC and will report back to the Executive Committee.

*Continued advocacy and letters*

In line with the legislative platform, CVAG staff and Politico Group also continued to monitor legislation that may impact the operations of CVAG and its member jurisdictions. Specifically, CVAG staff submitted a letter in opposition to AB 2535 by Assemblymember Bonta. AB 2535 is a continued effort to restrict use of transportation funds by incorporating environmental and housing goals of the State as conditions for how transportation funds can be used. AB 2535 would require the Department of Housing and Community Development and the California Air Resources Board to provide guidance for the programming of projects receiving funds under Trade Corridor Enhancement Program. This broad approach to transportation funding sets a negative precedent for conditioning transportation funds, especially for the Coachella Valley which needs increased transportation capacity. This bill was held under submission in Assembly Appropriations Committee.

Regarding virtual meetings, AB 817 by Assemblymember Pacheco would have provided a narrow exemption under the Ralph M. Brown Act for non-decision-making legislative bodies that do not take final action to meet virtually without having to post agendas at each teleconference location, identify each location, and make each teleconference location accessible to the public, and require at least a quorum of the members of the body to participate from locations within the jurisdictional boundaries of the respective agency. This would be allowed until January 1, 2026. CVAG staff sent a support letter for this bill. However, it failed to pass out of the Senate Local Government committee

To support efforts related to Dillon Road bridge, CVAG also sent a support letter for AB 2261 by Assemblymember Eduardo Garcia. This bill, which is sponsored by the Twenty-Nine Palms Band of Mission Indians, would clarify that Tribal Nations are eligible to receive federal funds and be lead on transportation projects. This bill specifically addresses ambiguity amongst Caltrans staff regarding the ability for tribes to enter into Master Agreements to receive federal funds through the state for transportation projects on tribal land. This bill was signed by the Governor on July 15.

Related to representation and governance for the communities served by IID, AB 3198 by Assemblymember Garcia would authorize a public agency with the authority to provide retail electric services to enter into a joint powers agreement. This bill specifically addresses the issue related to Riverside County's inability to provide retail electric services. CVAG has sent a support letter for this bill, which is awaiting action by the Governor.

Legislators will reconvene on December 2 for the Fiscal Year 2025-26 Regular Session.

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