



EXECUTIVE COMMITTEE AGENDA

**MONDAY, DECEMBER 2, 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/81807026645?pwd=pxeThcMEkJ2n0aHKIVFJMsB0blf6My.1>

**Dial In: + 1 669 900 9128
Webinar ID: 818 0702 6645
Password: 093078**

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. Members of the public joining the meeting by Zoom can also provide comment by using the “raise hand” feature of hitting *9 on the phone keypad.

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

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

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

2. **ROLL CALL**

A. **Member Roster**

P7

3. **PLEDGE OF ALLEGIANCE**

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

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

6. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

7. **CONSENT CALENDAR**

A. **Approve the Minutes of the September 30, 2024 Executive Committee Meeting**

P8

B. **Adopt CVAG’s Legislative Platform for the next two-year legislative cycle**

P15

C. **Authorize additional funds in the amount not to exceed \$7,000 to Euna Solutions for the Budget Book Studio software subscription and one-time services**

P31

D. **Appoint Nicholas Norvell, partner with Best, Best, & Krieger LLP, as CVAG General Counsel**

P32

E. **Receive and file the quarterly report for the CV Housing First program,**

P33

representing clients served in the third quarter of 2024

- F. Reaffirm the Executive Director’s authorities for the CV Housing First program, including resetting the CV 200 list and executing short-term leases for crisis stabilization units, such as hotels and apartments used for case management of clients** **P36**
- G. Authorize the Executive Director to execute the necessary agreements to accept \$116,094.32 in Homeless Housing, Assistance and Prevention (HHAP) funding for the CV Housing First outreach efforts** **P38**
- H. Approve Amendment No. Three to the Reimbursement Agreement with the City of La Quinta for the Dune Palms Road Bridge Project, providing an additional \$26,706 and extending the time trigger through December 2025** **P39**
- I. Approve Amendment No. 1 to the Reimbursement Agreement with the City of Indio for the Jefferson Street Widening Project (Avenue 38 - Sun City Boulevard), extending the time trigger to December 2025 to allow for completion of the Preliminary Engineering & Environmental Studies (PA&ED) Phase** **P45**
- J. Authorize the Executive Director to execute Amendment No. 14 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$295,000 and extending the term until July 1, 2025** **P51**
- K. Authorize the Executive Director to take the following actions for the Arts & Music Line project:** **P57**

 - 1. Execute Amendment No. 4 to the agreement with Albert A. Webb Associates to increase the contract for a not-to-exceed amount of \$76,950; and**
 - 2. Execute Amendment No. 4 of the existing reimbursement agreement with the City of Indio to cover the costs of the additional work, with CVAG’s additional share totaling \$36,102 for pre-construction services**
- L. Authorize the Executive Director and Chair to execute Amendment No. 3 to the Reimbursement Agreement with the City of Coachella for the Project Study Reports (PSR) for the Dillon Road Interstate 10 Interchange and the Dillon Road SR 86 Interchange and Preliminary Engineering & Environmental Document for the Dillon Road Bridge at Whitewater Channel project for an additional not-to-exceed amount of \$27,905.87** **P70**
- M. Authorize the Executive Director to execute:** **P82**

 - 1. A services contract with CR Associates, not to exceed \$1,599,574, to conduct professional and outreach services pursuant to the REAP 2.0 CV Link Community Connectors Phase I analysis; and**
 - 2. A services contract with Kimley-Horn and Associates, not to exceed \$1,670,485, to conduct professional and outreach services pursuant to the REAP 2.0 Coachella Valley Regional Vehicle Miles Traveled study**
- N. Authorize the Executive Director to advocate and take steps that ensure that CVAG’s jurisdictions’ underserved communities receive their fair share of SoCal** **P141**

Equitable Building Decarbonization Coalition's deployment of the California Energy Commission's Equitable Building Decarbonization Direct Install Program utilizing the Inland Regional Energy Network

- O. **Authorize the Executive Director to execute Amendment No. 3 for a six-month extension of the Memorandum of Understanding between CVAG and the Imperial Irrigation District to provide a coordinator for the Coachella Valley Energy Commission** **P144**

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

8. **DISCUSSION / ACTION**

- A. **Urban and Community Forestry Program – Shade Trees for Southern California's Deserts – Emmanuel Martinez** **P148**

Recommendation: Authorize the Executive Director to enter into the necessary agreements to partner with Imperial Irrigation District to implement the Shade Trees for Southern California Deserts program, including planting 6,000 trees in Imperial and Riverside Counties over a three-year period, pending final authorization by the California Department of Forestry and Fire Protection

- B. **Anticipated Community Project Funding (Earmarks) – Emmanuel Martinez** **P151**

Recommendation: Authorize the Executive Director to take the necessary steps and enter into the necessary agreements to accept federal dollars through Community Project Funding for the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) project on Indian Canyon Drive and the CV Link North Shore/Salton Sea extension project in the amounts of \$5 million and \$250,000, respectively

- C. **Next Funding Phase for the Jackson Street/ Interstate 10 Interchange Project – Randy Bowman** **P154**

Recommendation: Authorize the Chair and Executive Director to execute Amendment No. 4 to the Reimbursement Agreement with the City of Indio and the County of Riverside for the Jackson Street/ Interstate 10 Interchange Project, providing an additional not-to-exceed amount of \$4,875,000 in regional funding for the Right-of-Way Acquisition (ROW) Phase

- D. **Improvements to Intersection of Avenue 50 and Jackson Street – Julie Mignogna** **P161**

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement with the City of Indio for the Avenue 50 and Jackson Street intersection project, providing an additional not-to-exceed \$5,643,750 in regional funding for Phase I construction, and bringing CVAG's total funding amount of \$6,839,700

- E. Amendment No. 2 to the Reimbursement Agreement with City of Indio for the Avenue 44 Bridge Project – Julie Mignogna** **P169**
- Recommendation:** Approve Amendment No. 2 to the Reimbursement Agreement between CVAG and the City of Indio for the Avenue 44 Bridge Project, increasing CVAG’s regional share of the project by \$5,660,500 for a not-to-exceed total of \$8,876,500 for design and construction
- F. Additional Engineering Design and Construction Work along the Cathedral Canyon Bridge – Jonathan Hoy** **P184**
- Recommendation:** Approve Amendment Number Two to the Reimbursement Agreement with the City of Cathedral City for the Cathedral Canyon Bridge project to provide improvements in an amount not-to-exceed of \$525,000, inclusive of a signal crossing benefitting CV Link
- G. Good Neighbor Policy for Homelessness Coordination – Erica Felci** **P190**
- Recommendation:** Endorse a model resolution that reinforces the commitment to regional homelessness solutions by establishing a good neighbor policy across CVAG’s region and direct the Executive Director to distribute to member jurisdictions
- H. Annual contributions to the CV Housing First Program – Erica Felci** **P195**
- Recommendation:** Authorize the Executive Director to execute memorandums of understanding with member jurisdictions to increase the CV Housing First contribution to \$125,000 in Fiscal Year 2025/26 and provide for annual inflation adjustments that are reviewed by the Homelessness Committee
- 9. INFORMATION**
- a) Executive Committee Attendance **P198**
- b) Status of I-10 and SR-86 Interchange Projects **P199**
- c) CVAG Regional Arterial Program – Project Status Report **P200**
- d) Bicycle/Pedestrian Safety Program – Project Status Report **P201**
- e) Developing Criteria for the 2025 Update of the Transportation Project Prioritization Study (TPPS) **P202**
- f) Local approaches to addressing street racing **P206**
- g) Countywide efforts to clean up homeless encampments **P207**

- h) Local Government Waste Tire Amnesty Grant TA6 Annual Report P210
- i) Electric Vehicle Charging Station in the City of Blythe P213
- j) City of Palm Springs' Home Energy Efficiency Reach Code P214

10. LEGISLATIVE ITEMS –

- a) Update from the League of California Cities – Jesse Ramirez, Regional Affairs Manager, Riverside County Division
- b) Recap of CVAG's Legislative Advocacy Efforts – Emmanuel Martinez P236

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

12. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, January 27, 2025, 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 in Palm Desert; and 72201 Manufacturing Rd, Thousand Palms, CA 92276

CVAG Negotiator: Tom Kirk, Executive Director

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

ITEM 7A

EXECUTIVE COMMITTEE MINUTES OF MEETING SEPTEMBER 30, 2024



1. CALL TO ORDER

The Executive Committee meeting was called to order by Chair Ted Weill, Mayor Pro Tem of the City of Rancho Mirage, at 4:33 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, in the City of Palm Desert. Videoconferencing was available from the City of Blythe.

2. ROLL CALL

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

MEMBERS PRESENT

Mayor Scott Matas, *Past Chair*
Mayor Steven Hernandez
Councilmember Waymond Fermon
Tribal Vice Chair Joseph Mirelez
Tribal Chair Reid Milanovich
Mayor Greg Sanders
Mayor Pro Tem Nancy Ross
Councilmember Kathleen Kelly*
Mayor Linda Evans
Mayor Joseph DeConinck
Supervisor V. Manuel Perez, *Vice Chair*
Mayor Pro Tem Ted Weill, *Chair*

**joined via AB 2449- just cause*

AGENCY

City of Desert Hot Springs
City of Coachella
City of Indio
Torres Martinez Desert Cahuilla Indians
Agua Caliente Band of Cahuilla Indians
City of Indian Wells
City of Cathedral City
City of Palm Desert (*via Zoom*)
City of La Quinta
City of Blythe (*via Zoom*)
County of Riverside 4th District (*arrived at Item 6*)
City of Rancho Mirage

MEMBERS NOT PRESENT

Mayor Jeffrey Bernstein
Tribal Councilmember Brenda Soulliere
Tribal Chair Darrell Mike
Supervisor Kevin Jeffries
Supervisor Karen Spiegel
Supervisor Chuck Washington
Supervisor Yxstian Gutierrez

AGENCY

City of Palm Springs
Cabazon Band of Cahuilla Indians
Twenty-Nine Palms Band of Mission Indians
County of Riverside 1st District
County of Riverside 2nd District
County of Riverside 3rd District
County of Riverside 5th District

3. PLEDGE OF ALLEGIANCE

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

4. AGENDA MODIFICATIONS (IF ANY)

None

5. PUBLIC COMMENTS ON AGENDA ITEMS

Emailed public comment was received by Brad Anderson, resident of Rancho Mirage, that asked the Committee to deny the funding request in agenda Item 7C; end the REAP partnership detailed in Item 7D; not partner with Imperial Irrigation District (IID) under Item 8D; questioned air quality concerns as described in Item 9i; and opposed virtual meetings detailed in Item 9e. Copies of each email were provided to committee members.

6. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Executive Director Tom Kirk provided an update regarding an urban greening and tree planting grant that IID and CVAG applied for and reports it is still pending, but the outlook for being awarded is looking bright.

Mr. Kirk also provided updates on earmark requests for funding and the status for those.

7. CONSENT CALENDAR

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

- A. Approve the Minutes of the June 24, 2024 Executive Committee Meeting**
- B. Receive and file the quarterly report for the CV Housing First program, representing clients served in the second quarter of 2024**
- 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**
- 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**

THE MOTION CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR BERNSTEIN	ABSENT
COUNCILMEMBER FERMON	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	AYE

MAYOR SANDERS	AYE
MAYOR PRO TEM ROSS	AYE
COUNCILMEMBER KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR PRO TEM WEILL	AYE

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

None

8. DISCUSSION / ACTION

A. Presentation: Completing construction of CV Link

Director of Transportation Jonathan Hoy presented the PowerPoint presentation and timeline for remaining segments.

Brief member discussion ensued. No action was taken as this was an informational item.

B. Arts and Music Line Project Status Update

Assistant Director of Transportation Randy Bowman presented the staff report.

Member discussion ensued. No action was taken as this was an informational item.

C. Local Partnership Program (LPP) formula funds for the Interstate 10/Monroe Project

Mr. Hoy presented the staff report.

Member discussion ensued.

IT WAS MOVED BY MAYOR HERNANDEZ AND SECONDED BY SUPERVISOR PEREZ TO 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

THE MOTION CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR BERNSTEIN	ABSENT
COUNCILMEMBER FERMON	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	AYE

TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	AYE
MAYOR SANDERS	AYE
MAYOR PRO TEM ROSS	AYE
COUNCILMEMBER KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR PRO TEM WEILL	AYE

D. Update on Coachella Valley Energy Commission and Ongoing Analysis of Regional Alternative Governance

Program Manager Emmanuel Martinez presented the staff report.

Member discussion ensued.

IT WAS MOVED BY MAYOR HERNANDEZ AND SECONDED BY COUNCILMEMBER FERMON TO 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

THE MOTION CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT

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

E. Regional ramifications of the Supreme Court Ruling in Grants Pass v. Johnson

Chief Operating Officer Erica Felci presented the staff report and recapped the input from the Public Safety and Homelessness Committees.

Member discussion ensued.

IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY MAYOR MATAS TO 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

THE MOTION CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT

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

F. Finance Committee Membership

Mr. Kirk announced the vacancies on the Finance Committee and asked if there were any volunteers from the Executive Committee. Mayor Hernandez, from the City of Coachella, was the only volunteer.

IT WAS MOVED BY COUNCILMEMBER FERMON AND SECONDED BY MAYOR MATAS TO APPOINT DESERT HOT SPRINGS CITY MANAGER FRANK LUCKINO AND COACHELLA MAYOR STEVEN HERNANDEZ TO THE FINANCE COMMITTEE FOR TERMS THAT EXTEND THROUGH JUNE 30, 2027.

THE MOTION CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR BERNSTEIN	ABSENT
COUNCILMEMBER FERMON	AYE
TRIBAL CHAIR MIKE	ABSENT

TRIBAL VICE CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	AYE
MAYOR SANDERS	AYE
MAYOR PRO TEM ROSS	AYE
COUNCILMEMBER KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	ABSENT
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR PRO TEM WEILL	AYE

9. INFORMATION

- 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) Virtual participation in CVAG’s meetings
- f) Update on Coachella Valley Broadband Strategic Plan
- g) Used Oil Recycling Annual Report
- h) Update on the Climate Pollution Reduction Grant Application and the Region’s Comprehensive Climate Action Plan
- i) Imperial Irrigation District’s Coachella Valley Resiliency Initiative
- j) Update from South Coast Air Quality Management District on continued concerns related to poor air quality
- k) Recap from California Association of Councils of Governments

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

10. LEGISLATIVE ITEMS –

- a) Update from the League of California Cities
- b) Recap of CVAG’s Legislative Advocacy Efforts

A written summary was included in the agenda packet for members' information.
Program Manager Emmanuel Martinez provided a brief update on item 10b

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

None

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.

Supervisor Perez announced the County in partnership with the City of Palm Desert will be launching a spaying and neutering campaign and will be splitting the cost 50/50. Supervisor hopes this will become a model that other cities will follow.

13. **CLOSED SESSION**

Councilmember Kelly and Chair Weill recused themselves from the closed session discussion. Vice Chair Perez took over the remainder of the meeting.

The committee went into closed session at 5:44 p.m. Closed session ended at 5:57 p.m. and Vice Chair Perez announced there were no reportable actions.

14. **ADJOURNMENT**

Vice Chair Perez adjourned the meeting at 5:58 p.m.

Respectfully submitted,

Elysia Regalado, Management Analyst

ITEM 7B

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: Review of CVAG's State and Federal Legislative Platform

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

Recommendation: Adopt CVAG's Legislative Platform for the next two-year legislative cycle

Transportation Committee: Concurred (Meeting of November 4)

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

Public Safety Committee: Concurred (Meeting of November 18)

Homelessness Committee: Concurred (Meeting of November 20)

Background: CVAG's state and federal legislative platform serves as a key tool to advocate on issues pertinent to CVAG and its member jurisdictions. The platform provides a framework that guides CVAG's advocacy engagement on policy and funding issues of importance in Sacramento and Washington D.C. As part of this engagement strategy, the legislative platform is essential to direct and guide staff and the lobbying team to advocate positions on legislative and regulatory matters as established in the platform. Also, with adoption of a platform, CVAG can expeditiously engage and meet associated legislative committee deadlines, helping to overcome the challenge associated with CVAG's committee meeting schedule.

CVAG's first platform was adopted in 2022. In 2023, the platform was brought back to the Executive Committee with minor updates and was approved as a two-year platform intended to cover the State Legislature's biennial legislative cycle. In preparation for the next two-year legislative session, the platform has been reviewed by CVAG advocacy team, The Politico Group, and by CVAG staff to ensure it captures the most pertinent and relevant issues to CVAG and its members.

This update of the legislative platform includes minor non-substantive updates that are highlighted for ease of reference. It is important to note that the issues currently tracked in the platform are anticipated to continue into the next legislative cycle. The more substantive updates include:

- In the federal advocacy section, language was inserted related to supporting funding for transportation infrastructure at-risk of climate threats. This was specifically to support programs such as the federal Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) program which provided formula funds to the state that facilitated funding for the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) Indian Canyon Drive Project.

- In the section related to fighting for fairness in funding distribution, language was inserted regarding monitoring the reauthorization of the state's Cap-and-Trade Program, which directly millions of dollars for climate related investments. The program is set to expire in 2030, but it is widely anticipated that there will be significant interest by legislators to reauthorize the program during the upcoming legislative cycle.
- In the state advocacy section, language related to advocating for Cap-and-Trade funds to support investment of GHG reduction funding towards transportation projects, including electric vehicle infrastructure was moved from the Energy and Environment section and moved under the Transportation section.
- Additional language was inserted regarding supporting efforts that ensure that future funding tools to convert or supplement the gas tax continue to support existing multimodal state funding programs.
- Language was added that is specific to increasing representation on electrical matters for communities served by the Imperial Irrigation District.
- As it relates to broadband, language was added in reference to supporting digital equity funding and programs in the Coachella Valley, as outlined in the state's Digital Equity Plan. The state's Digital Equity Plan outlines a framework to improve access, affordable and digital literacy for eight target populations that include veterans, households with incomes at or below 150% Federal Poverty Level, and minorities groups and people with disabilities to name a few.

The draft platform continues to include positions on issues that are important to the region. At a high level, these include increased funding for the Active Transportation Program, which would address the oversubscription to the program; supporting funding for bridges and arterials; and opposing efforts that erode local control over funding and planning decisions.

As part of a legislative strategy for transportation projects, CVAG staff and lobbyists will continue to focus on opportunities to secure outside funding for priority projects. The Bipartisan Infrastructure Law, the American Rescue Plan and the Inflation Reduction Act have been key to providing new funding opportunities. These include opportunities related to climate adaptation and resilience, including urban greening, public transportation infrastructure, broadband and housing to name a few. CVAG staff will continue to monitor the promulgation of rules related to key funding programs to ensure a fair share of funding for the region. This includes monitoring and engaging on items such as the Cap and Trade and ensuring that programs use scoring evaluation and metric tools that provide favorable and competitive opportunities for the Coachella Valley and the region. Also, opposing the use of CalEnviroScreen and supporting policies that use income-based measures of need will increase opportunities for the Coachella Valley and the region. Additionally, CVAG staff will continue to monitor and engage on policies that aim to restrict local control and decision-making over local resources.

The platform was presented to CVAG's various committees throughout the month of November for concurrence. Staff recommends adopting CVAG's Legislative Platform for the next two-year legislative cycle.

Fiscal Analysis: There are no costs to update the legislative platform. The advocacy efforts of the Politico Group are covered by a separate agreement specifically for state advocacy services.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Federal and State
Legislative Platform

Updated December 2, 2024



Coachella Valley Association of Governments

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

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

**Agua Caliente Band of Cahuilla
Indians**

City of Blythe

Cabazon Band of Cahuilla Indians

City of Cathedral City

City of Coachella

City of Desert Hot Springs

City of Indian Wells

City of Indio

City of La Quinta

City of Palm Desert

City of Palm Springs

City of Rancho Mirage

County of Riverside

**Torres Martinez Desert Cahuilla
Indians**

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

CVAG

74-199 El Paseo

Suite 100

Palm Desert, CA 92260

Tel: 760-346-1127

www.cvag.org

Key Categories



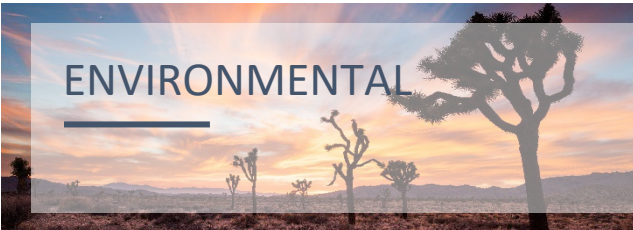
TRANSPORTATION

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



ENERGY

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



ENVIRONMENTAL

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



BROADBAND

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



HOMELESS AND AFFORDABLE HOUSING

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



PUBLIC SAFETY

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

FEDERAL

Transportation

Bridges, Regional Arterials and Improved Access

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

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

Active Transportation

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

Intelligent Transportation Systems

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

Energy and Environment

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

Broadband

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

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

Homeless and Affordable Housing

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

Public Safety

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

STATE

Fighting for Fairness and Funding

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

Transportation

Bridges, Regional Arterials and Improved Access

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

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

Active Transportation

- Support increased funding for the Active Transportation Program (ATP) to address the backlog of applications and increase the program's funding capacity.

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

Intelligent Transportation Systems

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

Energy and Environment

- Support legislative and regulatory efforts to increase the flexibility of funding programs from the California Air Resources Board's Cap-and-Trade Program to ensure the Coachella and Palo Verde Valleys get their fair share, including taking into account regional variances related to growth, housing, and greenhouse gas (GHG) reduction strategies.
- Support investments in Cap-and-Trade funded programs, such as the Clean Vehicle Rebate Program, Single-Family Energy Efficiency, and Low-income Weatherization programs.
- Advocate for changes in the CalEnviroScreen mapping tool that reflect the socio-economic realities of the diverse communities in the Coachella Valley and Palo Verde Valleys, or the use of alternative tools such as household income.

- Support policies that ensure criteria for defining disadvantaged communities and environmental justice areas accurately represent eastern Riverside County, including those that mirror AB 1550 community mapping, to ensure the region can compete for funding opportunities.
- Support efforts that provide necessary resources for implementation of the Coachella Valley Multiple Species Habitat Conservation Plan as well as resources for desert communities to prepare and adapt to changing climate and natural disasters, such as the Climate Resiliency programs.
- Support funding for programs that support local planning and response measures to extreme heat events, including nature-based solutions, to protect critical infrastructure, habitat and public health and safety.
- Support legislation that provides funding for the restoration and revitalization of the Salton Sea to limit regional impacts to air quality, wildlife habitat, and health of communities, including the Phase One: 10 Year Plan.
- Support efforts at the Salton Sea that facilitate economic development, such as lithium extraction.
- Monitor actions related to the 1934 Agreement of Compromise between Imperial Irrigation District and the Coachella Valley Water District and support Coachella Valley Energy Commission efforts to achieve a permanent service option and governance structure, including the creation of a joint powers authority, between Coachella Valley stakeholders and IID post-2033.
- Identify programs and support legislation that provides funding for clean energy, energy efficiency, decarbonization, and green building programs.
- Monitor legislative and regulatory efforts related to vehicle electrification and building decarbonization that would add new requirements to local governments, including Title 24 building standards.
- Monitor implementation of the state's climate resiliency efforts and efforts related to environmental justice communities and AB 617 (Statutes of 2017) emission reduction funding programs.
- Support policies and funding that expand access for rooftop solar to households of all incomes. Monitor issues related to Net Energy Metering and initiatives that impact availability and affordability of rooftop solar.

Broadband

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

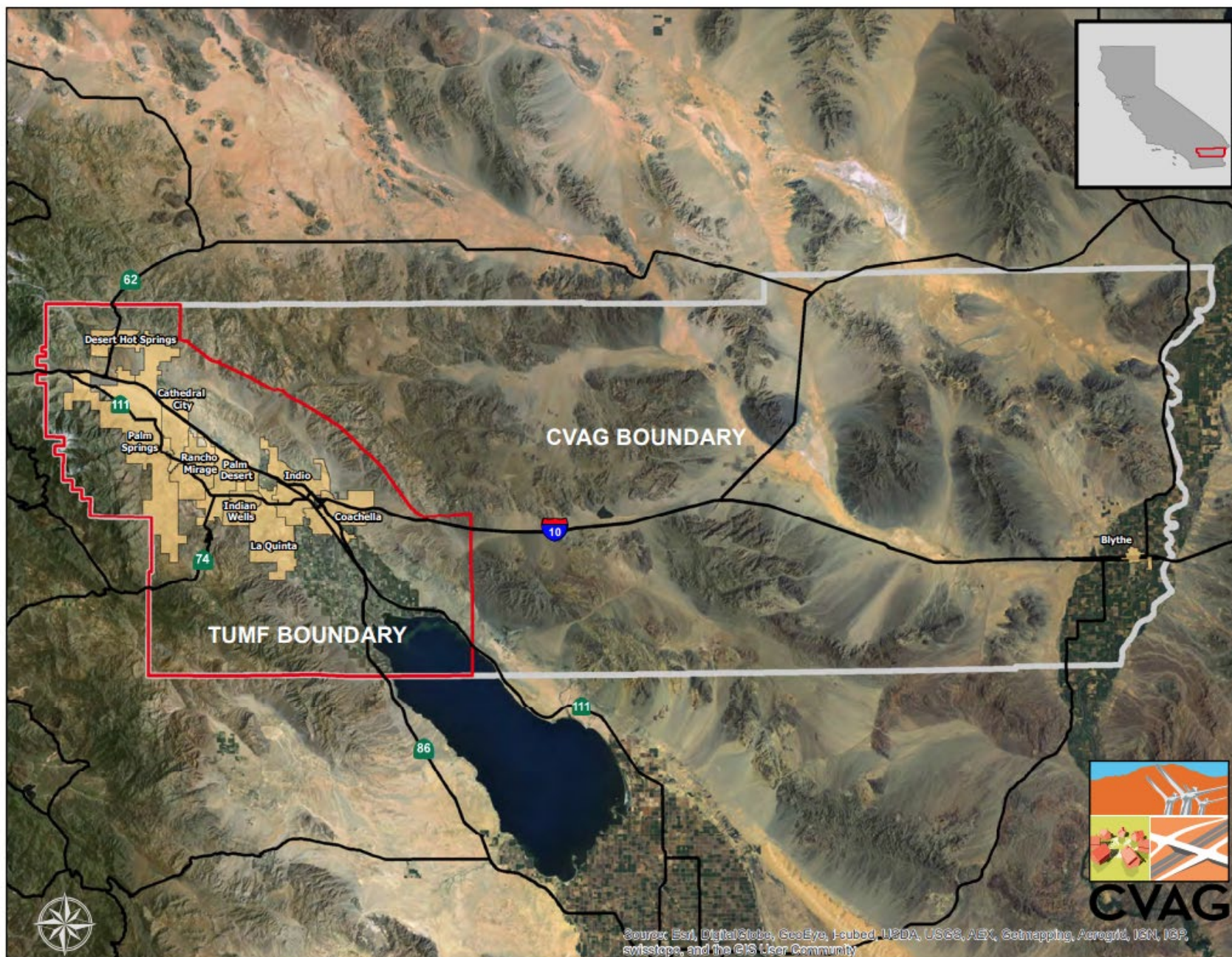
Homelessness and Affordable Housing

- Support increased investment in, and creation of, programs that assist local governments, counties and regional collaborations to address the challenges associated with homelessness.
- Support legislative efforts that allow for sustainable financing options, as outlined in CVAG’s Regional Early Action Plan (REAP) and member jurisdictions’ Local Early Action Plans (LEAP), in order to address housing shortages and provide affordable housing options.
- Support efforts by Lift to Rise to establish the Coachella Valley Housing Catalyst Fund to increase housing production in the Coachella Valley and create homeownership opportunities for low- and very-low income families, permanent supportive housing for the homeless and address unpermitted mobilehome park issues.
- Support CEQA reform to streamline the delivery of housing projects.
- Monitor the Affordable Housing and Sustainable Communities Program and advocate for increased flexibility and changes that ensure a greater share of funding is available to areas that don’t have Transit Oriented Developments (TOD) and thereby more accurately account for unique community characteristics and growth patterns in the Coachella Valley.
- Support the extension of state-funded solutions, including Project RoomKey and Project HomeKey, with an emphasis on ensuring those investments are used in the Coachella Valley.
- Support legislative efforts that would allow local jurisdictions to implement, if they choose, programs and ordinances that require unsheltered individuals to accept housing and treatment solutions.
- Support efforts to establish homeless courts that can help local jurisdictions provide additional solutions and services for homeless individuals.

- Support legislative efforts that would allow local jurisdictions to implement, if they choose, programs and ordinances that increase the available housing units and/or require unsheltered individuals to accept housing solutions and treatment solutions so long as there are adequate housing units available.

Public Safety

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



ITEM 7C

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Additional funds for the budget book software

Contact: Jiajing Cheng, Accountant (icheng@cvag.org)

Recommendation: Authorize additional funds in the amount not to exceed \$7,000 to Euna Solutions for the Budget Book Studio software subscription and one-time services

Background: CVAG staff have been diligently exploring methods to improve the efficiency of the budgeting process. In December 2021, the Executive Committee approved a five-year agreement with Questica for budgeting software. The total agreement amount for the first year is \$24,625, which includes a \$10,000 one-time implementation fee and \$14,625 for the first year's subscription, for total five-year amount not to exceed \$108,673. The annual subscription fee is subject to an inflation-based increase each year. In order to further improve the efficiencies of the budget reporting process, Euna Solution recently released Budget Book Studio as an add-on to Questica. This software is intended to streamline the internal budget reporting preparation processes and eliminate the manual steps currently performed by CVAG staff to compile data. The main goal of obtaining this software is to streamline the budgeting process by improving collaboration within departments, simplifying the editing process, and ultimately achieving real-time synchronization with the current budgeting software.

To achieve this, CVAG entered into a one-year agreement with Euna Solutions for Budget Book Studio in September 2024. The annual costs include a one-time \$2,000 implementation services fee and a \$5,000 annual subscription fee. This software was chosen because it operates under the same Euna Solutions umbrella as Questica, CVAG's current budgeting software, and provides efficiencies and ease of use. Over the past three years, CVAG has had a positive experience with Questica, which played a significant role in the decision to adopt Budget Book Studio.

Staff is recommending additional funds as the costs associated with Budget Book Studio when combined with the original December 2021 contract amount would in future years exceed the authorized total for the vendor.

Fiscal Analysis: The one-year agreement costs for Budget Book Studio shall not exceed \$7,000, which includes a \$2,000 implementation services fee and a \$5,000 annual subscription fee. The total contract amount for both Questica budgeting software and Budget Book Studio should not exceed \$115,673.

ITEM 7D

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Approval of CVAG's General Counsel

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

Recommendation: Appoint Nicholas Norvell, partner with Best, Best, & Krieger LLP, as CVAG General Counsel

Background: In September 2017, the Executive Committee appointed Michael Jenkins as General Counsel for CVAG. At the time, Mr. Jenkins was with Jenkins & Hogen, LLP. The firm merged with Best, Best, & Krieger LLP and, in April 2018, the Executive Committee authorized a contract amendment to consent to the assignment of the agreement and keep Mr. Jenkins serving in the capacity of General Counsel. CVAG, and its sister agencies, also utilize other partners and expertise at Best, Best, & Krieger based on the projects and policy needs.

Mr. Jenkins has informed CVAG staff of his intent to retire in the near future. CVAG's agreement states that the Executive Committee can change the person serving as General Counsel without amending the contract itself. Staff is recommending the Executive Committee appoint Nicholas Norvell, partner with Best, Best, & Krieger LLP, as its General Counsel. Mr. Norvell has been working with CVAG staff for nearly 18 months and has become familiar with CVAG's range of programs and policies. This included supporting the potential creation of a new joint powers authority to address the future of electricity service in the eastern Coachella Valley.

Fiscal Analysis: There is no additional cost to the change in General Counsel. The hourly billing rate is identical and the terms and conditions of the existing legal services agreement remain the same.

ITEM 7E

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

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

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

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

Homelessness Committee: Concurred (Meeting of November 20th)

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. Similar to previous years, CVAG staff has been meeting 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. During these meetings, CVAG was able to confirm that one individual had resolved her own homelessness by leaving the state to live with family, one individual was successfully enrolled in drug court, and another was still incarcerated after working with the CV Housing First team to resolve his legal issues in 2023.

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 September 30, 2024

CV 200 as of 9/30/2024	Q1	Q2	Q3	Q4	TOTAL
Clients housed in Crisis Stabilization Units (CSH)	46	38	37		121
Clients being helped through Rapid Resolution (RR)	0	0	1		1

Clients returned to the street (failures)	11	17	13		41
Clients moved into permanent housing from CSH (successes)	15	11	8		34
Clients moved into permanent housing through RR (successes)	0	0	1		1
Clients moved into permanent housing through Outreach (successes)*	0	0	4		4
TOTAL HOUSED FROM LIST OF 175	15	11	13		39

NON CV 200 Clients as of 9/30/2024	Q1	Q2	Q3	Q4	TOTAL
Households Housed in CSH Units	0	0	3		3
Households being helped through RR	0	0	0		0

Households returned to the street (failures)	0	0	2		2
--	---	---	---	--	---

Households moved into permanent housing from CSH (successes)	0	0	1		1
Households moved into permanent housing from RR (successes) *	0	0	0		0
TOTAL HOUSEHOLDS HOUSED	0	0	1		1
TOTAL INDIVIDUALS HOUSED	0	0	1		1

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. As noted in a separate staff report, staff is recommending the list be reset as the CV 200 in 2025.

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 200 clients. There were three non-CV 200 homeless individuals clients that entered the CV Housing First program this quarter, and one was permanently housed. 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 third quarter, the CV 175 clients who successfully exited the program into permanent housing stayed in a crisis stabilization unit on average for **40 days**. Those CV 200 clients who exited the program unsuccessfully stayed on average **39 days**. This is a notably shorter turnaround than recent quarters have shown. In many cases, clients were being case managed prior to entering a unit, which shortened the turnaround in the CV Housing First's CSH units.

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 7F

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: CV Housing First Programming for 2025

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

Recommendation: Reaffirm the Executive Director's authorities for the CV Housing First program, including resetting the CV 200 list and executing short-term leases for crisis stabilization units, such as hotels and apartments used for case management of clients

Homelessness Committee: Concurred (Meeting of November 20th)

Background: In 2020, CVAG's Executive and Homelessness Committees, at the recommendation of the CV HEART ad hoc committee, authorized the Executive Director to take the necessary steps to transition the CV Housing First from an outsourced program run by a contractor to one operated by CVAG staff. Under this in-house transition, the CV Housing First team prioritized services for unsheltered chronically homeless individuals and families, meeting a distinct need in the Coachella Valley. Outreach is conducted regularly in direct coordination with police officers to find and help the homeless people with whom they most frequently come into contact, which also helps reduce strain on stretched law enforcement resources and first responders. The program was designed to focus on the CV 200, a by-name list of chronically homeless individuals residing in desert cities that have frequent contacts with law enforcement and who are likely to be shelter resistant or who have already fallen out of housing. The list was developed in partnership with CVAG's member jurisdictions.

More than 200 chronically homeless individuals have been permanently housed since CVAG launched its in-house program. Over the years, staff has reaffirmed the steps being taken by the Executive Director to ensure transparency of the program and confirm the approach with CVAG's committees. This included additional authorization to refresh the client list in partnership with law enforcement and local healthcare partners, and an authorization to wind down the program based on the City of Desert Hot Springs' 2024 decision to reallocate program funding to its city-operated shelter program.

With this staff report, staff is now recommending a reaffirmation of the authorities previously provided to the Executive Director and a continuation of the same programmatic steps in anticipation of operations in 2025.

With this reaffirmation, CVAG staff will begin the process of reaching out to all the local police departments, code enforcement and healthcare partners to identify what other individuals should be added to the list. CVAG staff will also be identifying individuals 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. When CVAG adjusted its program to end its operations in Desert Hot Springs, staff had recommended removing the City's 25 spots from the client list. Looking ahead to 2025,

staff is recommending additional spots be provided to participating jurisdictions so the list will return to the CV 200. Like it has in previous years, at least a few of the 200 spots in 2025 may remain empty, or to be identified. This provides the CV Housing First staff some flexibility in addressing those cases throughout the calendar year, as it often gets requests from city staff and local law enforcement about chronically homeless individuals who are not on the list.

At the same time, CVAG staff is reviewing its inventory of crisis stabilization units and will be renewing leases for 2025. At the program's inception, the Executive Director was granted authority to enter in leases for the units necessary to run the program. CVAG has generally entered into short term leases, including one-year leases that then revert to month-to-month, for apartments and hotel rooms. With the CV Housing First program is now entering its fifth year of in-house operations, and because some of these leases were inherited from CVAG's prior program contractor, it should be noted that the cumulative amount paid to some landlords have or will exceed \$100,000, which is the Executive Director's signature authority limit without committee action.

These crisis stabilization units are used to house CV 200 clients for roughly 90 days while the CV Housing First team works with the client on case management and securing a permanent housing solution. The client is a guest in CVAG's unit, and the lease for each crisis stabilization unit remains in CVAG's – not the client's – name. CVAG has made it a priority to not centralize its inventory of rental units, and currently has units at scattered sites between Palm Springs to Coachella. Some of the hotel agreements allow CVAG to intermittently add extra rooms, which provides staff some flexibility based on the case load at any given time without unnecessarily paying for rents.

These recommended steps are consistent with the approach used annually to prepare for continued operations of the program. Staff also will be resetting the program metrics and tracking once the new year arrives, with reports continued to be provided each quarter to the Homelessness and Executive Committees.

Fiscal Analysis: The CV Housing First program is funded by contributions from member jurisdictions and grants from Riverside County. CVAG staff is also actively pursuing additional grant funding to support the program.

CVAG's Fiscal Year 2024-25 Budget anticipates the program costing \$1.73 million this year, including about \$300,000 for the rental costs of the crisis stabilization units.

ITEM 7G

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Grant funding for CV Housing First's outreach efforts

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

Recommendation: Authorize the Executive Director to execute the necessary agreements to accept \$116,094.32 in Homeless Housing, Assistance and Prevention (HHAP) funding for the CV Housing First outreach efforts

Homelessness Committee: Concurred (Meeting of November 20th)

Background: The Homeless Housing, Assistance and Prevention Program (HHAP) is a state-funded grant program administered by the Riverside County Continuum of Care (COC) to support regional coordination and expand or develop local capacity to address immediate homelessness challenges throughout California. In September 2024, Riverside County released a request for proposals in order to distribute nearly \$4.6 million in available HHAP funding. Funding was available for street outreach, emergency shelter services, rapid rehousing programs, service coordination, and diversion services. Of the total, about \$441,000 was set aside for youth-specific activities such as emergency shelter and diversion services. The county intended to distribute each category of funding based on the most recent Point in Time count, with 31 percent allocated to Riverside County's Fourth District.

The County received 39 proposals, which were scored by an independent review panel based on factors such as the county's coverage needs and the applicant's ability and capacity to perform. Applicants needed to demonstrate they could work collaboratively to provide a streamlined process that helps homeless individuals move from temporary or emergency shelter and into permanent housing solutions.

On November 14, the COC Board of Governance awarded \$116,094.32 to CVAG for the CV Housing First street outreach efforts. This award accounts for half of the HHAP funding that is coming to the Fourth District for outreach efforts, with the other half awarded to Jewish Family Services. The Board also awarded funds to the Coachella Valley Rescue Mission, Galilee Center and Equitable Social Solutions for programs across the Fourth District. The agreements now go to the County Board of Supervisors before being finalized with recipients.

Staff is recommending the Executive Director be authorized to take the necessary steps to accept the HHAP award, including entering into any contracts with the COC.

Fiscal Analysis: CVAG has been awarded \$116,094.32 in HHAP funding.

The HHAP award will help support outreach services for 18 months, including mental health assessments for homeless individuals, outreach supplies, staff time and various expenses related to the CV Housing First mobile access center. CVAG's application was for \$226,078, so CVAG staff will be working with the County to review the proposed metrics based on the partial award.

ITEM 7H

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Amendment Number Three to the Reimbursement Agreement with City of La Quinta for the Dune Palms Road Bridge Project

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

Recommendation: Approve Amendment No. Three to the Reimbursement Agreement with the City of La Quinta for the Dune Palms Road Bridge Project, providing an additional \$26,706 and extending the time trigger through December 2025

Transportation Committee: Concurred (Meeting of November 4th)

Background: At its meeting of December 2013, the CVAG Executive Committee approved a Reimbursement Agreement with the City of La Quinta to design and construct the Dune Palms Road Bridge over the Whitewater River/ Coachella Valley Stormwater Channel.

The City of La Quinta has successfully acquired a Highway Bridge Program (HBP) grant to construct the Dune Palms Road Bridge over the Whitewater Stormwater Channel. The total estimated cost of the bridge project is \$30,064,243. The HBP grant provides 88.53 percent, up to \$23,479,704, toward eligible costs associated with the project. Construction began in January 2023, and is expected to be substantially complete in January 2025.

The City of La Quinta is requesting approval of Amendment Number Three to the Reimbursement Agreement for the project to widen Dune Palms Road from Highway 111 to the bridge limits, increasing the Regional Arterial Program Funding Contribution for the new Bridge from \$5,395,230 to \$5,421,936 an increase of \$26,706. In addition, the City is also requesting an extension of the term through December 2025.

The increased project costs of the bridge are due to the City of La Quinta having the opportunity to widen Dune Palms Road from Highway 111 north to the bridge limits. This segment of roadway is included in the overall Dune Palms Road from Highway 111 to Blackhawk Way segment receiving 9 points in the 2016 CVAG TPPS. In 2015, the CVAG Executive Committee approved Amendment No. 1, authorizing the widening of Dune Palms Road from just north of the bridge limits to Blackhawk Way. The widening of this final segment from Highway 111 north to the bridge limits would bring Dune Palms Road to its ultimate roadway condition. The widening includes bike lanes in each direction and sidewalk, which allows for better bicycle, pedestrian and NEV access to the CV Link.

Dune Palms is the last low water crossing of the Whitewater River in the City of La Quinta. Completing the bridge will provide much needed capacity to address traffic volumes across the stormwater channel during flooding events. It is also important as it relates to CV Link, as the city

is constructing the CV Link bridge undercrossing and connectors to Dune Palms Road on each side of the roadway as part of bridge project. When the bridge project is completed, it will provide independent utility for CV Link. This will provide a continuous pathway from Washington Street to the Promontory Point bridge in La Quinta and continuing into the City of Indio.

Staff recommends approval of Amendment No. 3, which will also extend the time trigger through December 2025. With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes. Additionally, the amendment also includes a condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02 and a clause being incorporated into all reimbursement agreements.

Fiscal Analysis: Amendment Number Three to the Reimbursement Agreement provides for the widening of Dune Palms Road from Highway 111 to the bridge limits. CVAG's share of the additional project cost is \$26,706.

This will bring CVAG's total share to date to \$7,284,186. In September 2016, the Executive Committee approved Amendment Number One for an amount not-to-exceed \$1,862,250 for the Dune Palms Road widening. In December 2021, the Executive Committee approved Amendment Number Two for an amount not to exceed \$3,888,480, inclusive of improvements related to CV Link.

There are sufficient regional transportation funds available to cover this cost.

Attachments:

1. City of La Quinta funding request for Amendment Number Three.
2. Draft Amendment No.3

October 18, 2024

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

Subject: Request for Increased Arterial Program Funding for the Dune Palms Road Bridge
 Spanning the Whitewater River

Dear Mr. Hoy,

The City of La Quinta respectfully requests the Coachella Valley Association of Governments (CVAG) approve Amendment No. 3 to the Agency Reimbursement Agreement between the City of La Quinta and CVAG for the widening of Dune Palms Road from Highway 111 to the bridge limits, increasing the Regional Arterial Program Funding Contribution for the new Bridge from \$5,395,230 to \$5,421,936 an increase of \$26,706. It also requests Amendment No. 3 extend the term of the Agency Reimbursement Agreement through December 2025.

CVAG previously authorized and obligated the following:

Original Reimbursement Agreement, dated 12-03-2003	\$1,506,750
Amendment 1, Dune Palms Road Widening North (Completed as Separate Project) dated 09-16-2016	\$1,862,250
Amendment 2, Dune Palms Bridge Improvements, dated 12-06-2021	<u>\$3,888,480</u>
Total CVAG Funding Authorization to date:	\$7,257,480

Phase	Estimated Cost for Bridge Project	Federal Funding (Caltrans-HBP)	Non-Participating Plus Local Share
Engineering/Design	\$2,050,000	\$1,549,275	\$500,725
Right of Way	\$1,570,554	\$1,166,825	\$403,729
Construction	\$21,760,704	\$16,610,884	\$5,149,820
Const. Engineering	\$2,764,651	\$2,491,632	\$273,019
Utility Agreement (IID)	\$65,750		\$65,750
Contingency	\$1,852,584.00	\$1,661,088	\$191,496
Total Costs:	\$30,064,243.00	\$23,479,704	\$6,584,539

Caltrans-HBP Funding Share:	\$23,479,704
City of La Quinta Funding Share:	\$1,093,003

*CVAG Funding Share:	\$5,421,936
CVWD Funding Share:	\$69,600
Total Cost:	\$30,064,243

****CVAG's Funding Share includes 100% of the requested CV Link Project Components estimated at \$2,142,930.00.***

The new bridge project is partially funded with Surface Transportation Program (STP) funds through the State's Highway Bridge Program (HBP). The HBP will now provide 88.53%, up to \$23,479,704, toward "participating costs" associated with the proposed all weather bridge spanning the Whitewater River on Dune Palms Road.

The increased project costs of the bridge are due to the City of La Quinta having the opportunity to widen Dune Palms Road. The widening would bring Dune Palms Road to its ultimate roadway condition. The segment of roadway is included in the CVAG TPPS, and would allow for better bicycle, pedestrian and NEV access to the CV Link.

The City of La Quinta appreciates CVAG's consideration of increasing the Regional Arterial Program funding contribution toward the proposed new bridge on Dune Palms Road Spanning the Coachella Valley Storm Water Channel.

Please feel free to contact Bryan McKinney, P.E., Public Works Director/City Engineer, at (760) 777-7045 if you have questions or if the City can assist in expediting our funding request.

Sincerely,

 Digitally signed by Bryan McKinney
Date: 2024.10.18 12:21:40 -07'00'

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

AMENDMENT NUMBER THREE
TO THE REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF LA QUINTA
PROJECT TO DESIGN AND CONSTRUCT A NEW DUNE PALMS ROAD BRIDGE OVER
THE WHITEWATER RIVER

THIS AMENDMENT NUMBER THREE, effective this **2nd day of December 2024**, by and between the **City of La Quinta (lead Agency)** and the **Coachella Valley Association of Governments**, a California joint powers agency, (**CVAG**), and is made with reference to the following background and circumstances:

Amendment Number Three to the Reimbursement Agreement provides for CVAG to pay the regional share of the Dune Palms Road Bridge project in the amount of \$26,706, inclusive of improvements related to the widening of Dune Palms Road from Highway 111 to the bridge limits.

Amendment Number Three also extends time trigger to **December 5, 2025**.

Summary of CVAG costs

Previously authorized and obligated:

Original Reimbursement Agreement (December 2003)	\$1,506,750
Amendment Number One (September 2016)	\$1,862,250
Amendment Number Two (December 2021)	\$3,888,480
Amendment Number Three	\$ 26,706
Total CVAG Not-to-Exceed	\$7,284,186

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

All other provisions in the original Reimbursement Agreement for the Dune Palms Road Bridge Project over the Whitewater River, as well as previously approved amendments, shall remain in full force and effect.

The parties hereto have caused this Amendment Number Three to be executed by their duly authorized representatives on the above-referenced date.

ATTEST:

AGENCY:

CITY OF LA QUINTA

By: _____
Jon McMillen, City Manager

By: _____
Linda Evans, Mayor

CVAG

By: _____
Tom Kirk, Executive Director

By: _____
Ted Weill, CVAG Chair

ITEM 7I

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Amendment No. 1 to Reimbursement Agreement for Jefferson Street Widening (Avenue 38 to Sun City Boulevard)

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

Recommendation: Approve Amendment No. 1 to the Reimbursement Agreement with the City of Indio for the Jefferson Street Widening Project (Avenue 38 - Sun City Boulevard), extending the time trigger to December 2025 to allow for completion of the Preliminary Engineering & Environmental Studies (PA&ED) Phase

Transportation Committee: Concurred (Meeting of November 4th)

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

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

The section from Avenue 40 to Avenue 39, which ranked third in the 2016 TPPS, placed it well within the top 10 percent of TPPS projects. This section scored maximum points for safety and nearly as high for level of service (LOS), a measure of congestion. A portion of Jefferson Street between Avenue 40 and Avenue 39 has already been widened to its ultimate street configuration to accommodate Shadow Hills High School campus traffic.

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

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

project. The project also includes bicycle and pedestrian facilities that are consistent with CVAG policy and included in the Regional ATP and ATP Design Guidelines.

The City of Indio is requesting a time trigger extension to complete the preliminary engineering and environmental studies phase, including a public engagement process to receive input on three design concepts. Amendment No. 1 would extend the time trigger by one year to December 5, 2025.

CVAG staff is recommending approval of Amendment No. 1. With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes. Additionally, the amendment also includes a condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02 and a clause being incorporated into all reimbursement agreements.

Fiscal Analysis: The original agreement was for \$300,000, of which CVAG's share was not to exceed \$225,000. There is request for additional regional funding at this time. The City will request additional funding for the PS&E Phase once PA&ED is complete. There are sufficient regional transportation funds to cover this current phase of the project.

Attachments:

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

September 30, 2024

Jonathan Hoy
Director of Transportation
Coachella Valley Association of Governments
73710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Subject: **Amendment Request Number 1 to the Agency Reimbursement Agreement by and between the Coachella Valley Association of Governments and the City of Indio for the Jefferson Street Widening Project from Avenue 38 to Sun City Boulevard.**

Dear Mr. Hoy,

The City of Indio (City) respectfully requests an amendment to the Agency Reimbursement Agreement by and between the Coachella Valley Association of Governments (CVAG) and the City for the Jefferson Street Widening Project from Avenue 38 to Sun City Boulevard (Project). The Project proposes to improve Jefferson Street with two lanes in each direction north of Avenue 40 and three lanes in each direction south of Avenue 40 and include the appropriate bicycle and pedestrian facility in accordance with the Regional Active Transportation Plan and City General Plan.

The existing agreement established a budget of \$300,000 for preliminary engineering and environmental studies and set a time trigger of December 5, 2024, to begin final design phase of the Project. Since approval of the Agreement in December 2022, the City has been working with an engineering team to provide alternatives for the active transportation elements along this corridor. Design concepts were provided in December 2023 for a Class I, Class II, or Class IV option. Upon reviewing these options, the City elected to present each option for public input.

In order to accommodate public engagement process in developing the final preferred alternative for the improvements, the City requests extension of the time trigger to December 5, 2025, to start final design. When ready, the City will request additional funds from CVAG to begin the final design phase of the project.

The City of Indio appreciates CVAG's consideration to approve time extension and revised project budget. Please feel free to contact me, Timothy Wassil, at (760) 391-4018 or by email at twassil@indio.org if you have any questions.

Sincerely,

Timothy T. Wassil

Timothy T. Wassil, PE
Public Works Director
City of Indio

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

This **AMENDMENT NUMBER ONE** is made and entered into this **2nd day of December 2024**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **City of Indio** ("**Agency**"), and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated **December 5, 2022**, Preliminary Design and Environmental Studies (PS&E) for the Jefferson Street Widening (Ave 38 to Sun City Blvd).

This Amendment Number One extends the time trigger to December 5, 2025.

Original Agreement	December 5, 2022	\$225,000
Amendment Number One	December 2, 2024	\$0
Total Agreement Not-to-Exceed		\$225,000

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

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

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

ATTEST:

CITY OF INDIO

By: _____
Bryan Montgomery, City Manager

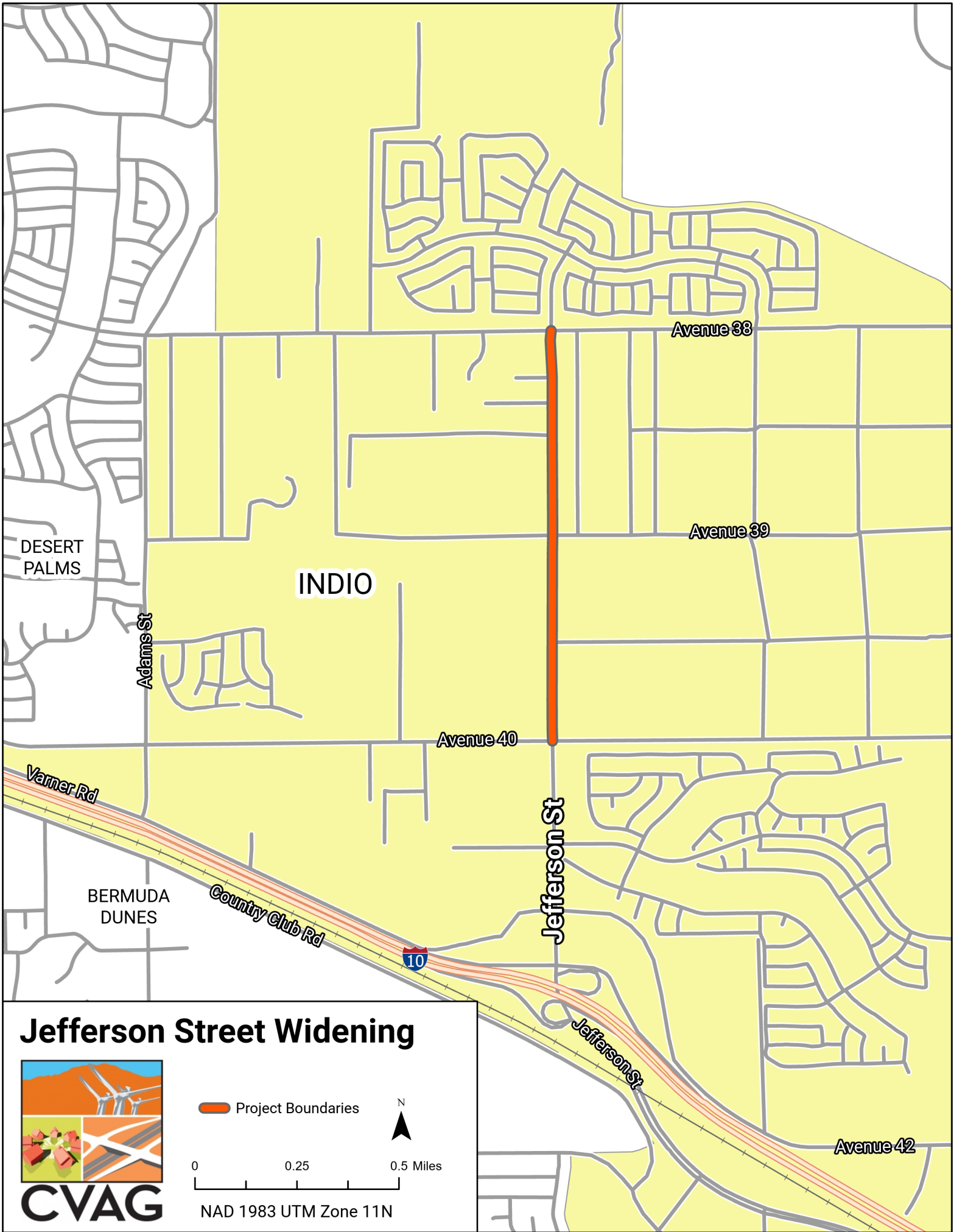
By: _____
Glenn Miller, Mayor

ATTEST:

**COACHELLA ASSOCIATION OF
GOVERNMENTS**

By: _____
Tom Kirk, Executive Director

By: _____
Ted Weill, Chair



ITEM 7J

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: Contract Amendment with Alta Planning & Design for CV Link

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

Recommendation: Authorize the Executive Director to execute Amendment No. 14 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$295,000 and extending the term until July 1, 2025

Transportation Committee: Concurred (Meeting of November 4th)

Background: CVAG is nearing substantial completion of CV Link. Construction on the multi-modal pathway began in March 2021 with segments 1 and 2. Over the last year, CVAG's committees authorized construction of segments 3/4/5 in December 2023 and then segment 6 in June 2024. Construction on segments 1 and 2 will wrap in December 2024, and the remaining work will continue through spring 2025. As CVAG works to complete construction, consultation with CV Link's lead design team – Alta Planning and Design – is necessary to account for current field conditions, respond to contractor requests for information, and secure agency approvals.

Alta's work with the project dates back to July 18, 2014, when the CVAG Executive Committee approved a contract with for planning, design and engineering services related to CV Link in an amount of \$6,217,000, plus a 10 percent contingency. The contract has been amended by the Executive Committee many times over the years as the route was adjusted and CV Link went from a concept to a project under construction. The most recent amendment was in April 2024, when the Executive Committee approved a not-to-exceed amount of \$334,000. The scope of the current contract includes various tasks, such as design and construction support.

Alta has played an integral role in the development of CV Link, and their experience with the project cannot be replicated. The team has extensive expertise in the field of active transportation and has been a resource not only to CVAG but to member jurisdictions as the design was being finalized. Alta provided the construction support/management for the first, 2.3-mile section of CV Link between Vista Chino Road in Palm Springs and Ramon Road in Cathedral City. They also were an on-location resource as the City of Palm Springs built nearly one mile of the project along Demuth Park and the Tahquitz Creek Golf Course. Alta continued to play an integral part of CV Link as CVAG obtained the remaining right-of-way to construct the rest of the project.

Alta and its subconsultants are supporting CVAG through construction. This work includes responding to requests for information, attending construction coordination meetings and making necessary plan revisions as required for permitting. In addition to the construction support on CV Link, CVAG has asked Alta to assist with plan development for the City of Coachella's Avenue 52

Connector project, which is funded by the Clean California grant secured by CVAG in 2022. Under this amendment, Alta will continue to provide construction support work through the end of the fiscal year.

Alta continues to work closely with Anser Advisory Group, the CV Link construction management team, to address design changes that need to be made in the field during construction. When necessary, Anser takes the lead on coordinating with the construction contractor to provide a solution, and those contractors will then work with Alta to get the final sign off on the design changes so work can continue. The proposed scope of work also includes continued coordination with Caltrans for the segment along Highway 111 in Palm Springs and with Union Pacific Railroad for the undercrossing in the City of Indio.

Staff is recommending Amendment No. 14, which would include additional funding as well as extend the contract end date to the anticipated construction completion date. The recommended authorization would also allow the Executive Director and/or Legal Counsel to make minor, clarifying contract changes prior to execution.

Fiscal Analysis: Amendment No. 14 includes a not to exceed amount of \$295,000. The cost of services will be paid for from existing funding sources for CV Link.

Attachment: Amendment No. 14 to Alta's contract and scope of work

**AMENDMENT NUMBER FOURTEEN
to the
ALTA PLANNING + DESIGN - CVAG
DESIGN AND ENGINEERING SERVICES AGREEMENT
for the
CV LINK PROJECT**

This **AMENDMENT NUMBER FOURTEEN** is made and entered into this **2nd day of December 2024**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Alta Planning + Design (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement for the CV Link Project.

1. This Amendment Number **FOURTEEN** authorizes **CVAG** to extend the contract term to **July 1, 2025**
2. This Amendment Number **FOURTEEN** authorizes **CVAG** funds in the amount not to exceed **\$295,000**

Summary

Previously authorized Active Transportation Program federal funds as noted in Revised Executive Committee report 9-29-15	\$ 6,217,000
Amendment Number One	\$ 239,000
Amendment Number Two	\$ 204,238
Amendment Number Three	\$ 106,302
Amendment Number Four (Contract Extension Only)	\$ 0
Amendment Number Five	\$ 1,260,287
Amendment Number Six	\$ 1,359,550
Amendment Number Seven (Contract Extension Only)	\$ 0
Amendment Number Eight	\$ 438,438
Amendment Number Nine	\$ 578,211
Amendment Number Ten	\$ 551,352
Amendment Number Eleven (Contract Extension Only)	\$ 0
Amendment Number Twelve	\$ 287,500
Amendment Number Thirteen	\$ 334,000
Amendment Number Fourteen	\$ 295,000
Current Cost for CV Link Project	\$11,870,878

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

ALTA PLANNING + DESIGN

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Mike Rose, Vice President

Exhibit A. Scope of Work

Introduction and Understanding

This scope of work has been prepared at the request of Coachella Valley Association of Governments (CVAG) to provide services for continued Construction Assistance of CV Link Segment 1, Segments 3-5, Segment 6 and other design, engineering and coordination tasks as directed by CVAG to support this and future CV Link segments. Many of these tasks require consultation and approvals by various agencies and the specific needs change as the work progresses. These fees will be billed on a time and materials basis, as directed by CVAG, up to completion of the task.

Alta offers the following scope of work:

1. Complete HWY 111 Permitting

Respond to comments and desired redesign from CalTrans to secure permits, including work by Stantec for traffic and signal design modifications and BKF for Hydrology, if required.

Estimated Fee \$25,000

2. Construction Administration

PMT meetings, RFI responses, plan adjustments and other tasks as directed by CVAG. These include work for Segments 1, and 3-6. This is estimated at 45K per month, until March of 2025. This is inclusive of tasks that arise that require services from Alta and/or our subcontractors on this project and includes expenses for up to 2 site visits. 45K per month is based on the average billings for the last 6 months for support of Segments 1 and 3-6 and additional other tasks as requested by CVAG. These include design changes, permit drawings and exhibit drawings and general support for Anser and CVAG.

Segment 1 Support Estimate: \$30,000

Segment 3-5 Support Estimate: \$65,000

Segment 6 Support Estimate: \$65,000

Other Tasks Support Estimate: \$50,000

Total Estimated Fee: \$210,000

3. Continued UPRR work for the undercrossing in Indio

Continued work with CVAG, Anser and Jacobs Engineering for CA and approvals, if needed.

Estimated Fee: \$10,000

4. City of Coachella Connector

Develop a full Bid set for the City of Coachella Connector, including work by Herman Design Group

Estimated Fee: \$50,000

**Exhibit B.
Price Formula**

Estimated Fee

	Task	Estimated Fee
1	Hwy 111 Permitting	\$25,000
2	Construction Admin	
2.1	Segment 1	\$30,000
2.2	Segment 3-5	\$65,000
2.3	Segment 6	\$65,000
2.4	Other tasks as assigned	\$50,000
3	UPRR Work	\$10,000
4	City of Coachella Connector	\$50,000
	Total	\$295,000

**Exhibit C.
Schedule**

Estimated Schedule

Project Manager shall commence performance of Services and proceed toward completion of deliverables upon notice to proceed.

Task

1. Hwy 111 Permitting
2. Construction Admin
3. UPRR Work
4. City of Coachella Connector

Expected Completion Dates

Completed upon approval by CalTrans
Ongoing through duration of construction
As needed
As Directed by CVAG

ITEM 7K

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Next Steps for the Arts and Music Line Project

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

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

1. **Execute Amendment No. 4 to the agreement with Albert A. Webb Associates to increase the contract for a not-to-exceed amount of \$76,950; and**
2. **Execute Amendment No. 4 of the existing reimbursement agreement with the City of Indio to cover the costs of the additional work, with CVAG's additional share totaling \$36,102 for pre-construction services**

Transportation Committee: Concurred (Meeting of November 4th)

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

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

On September 30, 2019, the Executive Committee authorized a contract for the design of the AML project with Albert A. Webb Associates. The Executive Director executed Amendment No. 1 on September 30, 2021, which extended the contract term. On December 5, 2022, the Executive Committee authorized Contract Amendment No. 2, which further extended the design contract term and added additional budget to incorporate the required National Environmental Policy Act (NEPA) review process, and the design changes proposed in the ATP grant application. On April 29, 2024, the Executive Committee authorized Contract Amendment No. 3, which extended the contract term to December 31, 2025 and added additional budget to complete the project design and provide engineering support during the construction bidding process.

Since April 2024, the project has received NEPA clearance and right-of-way acquisition is proceeding. In addition, the consultant has submitted 100 percent complete plan for review to CVAG staff and the project agency partners. Construction bidding is anticipated in the third quarter of 2025.

With this item, staff is recommending Amendment No. 4 to the existing contract with Albert A. Webb Associates contract for additional budget to cover additional stormwater design work to mitigate the project impact to Avenue 48. It also includes design work requested by the City of Indio for a privacy wall and additional stormwater improvements leveraging the Arts and Music Line project to implement the City's master storm water design in the project area within Indio. The City of Indio has agreed to fully reimburse CVAG for the portion of the additional design work requested by Indio, so there are no additional costs to the other project partners. To address the city-specific work, staff is also recommending an amendment with the City of Indio that details the cost split.

With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes. Additionally, the amendment also includes a condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02 and a clause being incorporated into all reimbursement agreements.

Fiscal Analysis: The design agreement amendment recommended in this staff report only increases the City of Indio reimbursement agreement, as the work being requested is solely within Indio. The reimbursement agreements with the cities of La Quinta and Coachella remain unchanged. The cost share is not the typical 75 percent regional share as a portion of the additional design work requested by Indio will be solely for the benefit of Indio. The funding for Amendment No. 4 is being split between CVAG and the City of Indio with CVAG paying \$36,102 and the City of Indio paying \$40,848. With approval of Amendment No. 4, the adjusted local share for Indio will total \$1,300,536 and the total cost to CVAG will be \$5,676,496.

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

Attachments:

1. Albert A. Webb Associates – Art & Music Line Amendment No. 4
2. Albert A. Webb Associates letter dated September 10, 2024
3. City of Indio – Arts & Music Line Amendment No. 4
4. Project Location Map

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

This **AMENDMENT NUMBER FOUR** is made and entered into this 2nd day of December 2024, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Albert A. Webb Associates (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated November 18, 2019, for the Coachella Valley Art and Music Line project.

1. This Amendment Number Four authorizes the additional scope of services in accordance with the attached Albert A. Webb Associates letter dated September 19, 2024 for the not-to-exceed amount of \$76,950. The total amount payable shall not exceed \$6,103,412.

Original Contract	November 18, 2019	\$2,731,897.00
Amendment Number One	September 27, 2021	No Cost
Amendment Number Two	December 5, 2022	\$1,060,000.00
Amendment Number Three	April 29, 2024	\$2,234,565.00
Amendment Number Four	November 4, 2024	<u>\$ 76,950.00</u>
Total Contract not-to-exceed		\$6,103,412.00

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

ALBERT A. WEBB ASSOCIATES

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Dilesh Sheth, Senior V.P.

Attachment A-1

**Albert A. Webb Associates – Art & Music Line Amendment No. 4
Additional Scope of Services and Compensation**

Please refer to the following Albert A. Webb Associates letter dated September 19, 2024.

DRAFT



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

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

September 10, 2024

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

RE: CVAG's Arts & Music Line Contract Amendment #4 (CVAG-19-099)

Dear Randy:

Albert A. Webb Associates (WEBB) requests an amendment for the Arts & Music Line project to include additional professional services. These services cover geotechnical investigation, drainage analysis, storm drain design, and sound wall engineering. A detailed description of these services is provided in Exhibit A, and Exhibit B outlines the compensation for the additional work.

Sincerely,

Albert A. Webb Associates

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

Dilesh Sheth, PE, TE
Senior Vice President



www.webbassociates.com

EXHIBIT A - SCOPE OF SERVICES

Task 1 – Percolation Tests, Drainage Study, and Storm Drain Design for Avenue 48 from Youngs Lane to Hjorth Street

The City of Indio seeks to address the drainage issues and mitigate capacity reduction because of the bike barrier on Avenue 48, from Youngs Lane to Hjorth Street, by proposing a solution to minimize the problem. The City aims to utilize two existing city-maintained retention basins located north of Avenue 48 between Youngs Lane and Madison Street and Avenue 48 parkway by installing underground storm drains.

WEBB recommends conducting percolation tests (two in the retention basins and two in the parkway) in accordance with the Riverside County Handbook, preparing a drainage analysis with recommendations, and designing an underground drainage system. Amendment #3 covered the scope and budget for percolation tests, drainage analysis, and storm drain design for Solano Avenue but did not include the area between Youngs Lane and Hjorth Street.

Our scope of service is as follows:

1.1 Percolation Tests:

Four percolation borings will be hand-dug to a depth of 10 feet below the ground surface. Soil samples will be collected for grain size analyses. Percolation pipes will be installed in the borings, and the test locations will be pre-saturated. Percolation testing will be conducted in accordance with the Riverside County Handbook. After testing, the percolation pipes will be removed, and the borings will be loosely backfilled with native soil. Laboratory testing, expected to include grain size analyses, will be performed. The final laboratory test program will be determined based on the soil conditions encountered during the investigation. A limited percolation test report will be prepared, detailing the encountered soil types, grain size analysis results, percolation test data with calculated infiltration rates, and a figure showing the percolation test locations.

1.2 Drainage Study:

The scope of work includes conducting hydraulic computations using normal depth analyses to assess the street capacity for 10-year and 100-year storm events. These capacity analyses will be performed at 200 to 300-foot intervals to identify critical flooding conditions. The hydraulic computations will evaluate the following:

- Determine the capacity added to the two city-maintained retention basins, installing an underground storm drain system.
- Review the City's MDP and provide solutions considering recommendations provided in the document.
- Assess street capacity based on the right-of-way elevation.
- Assess street capacity based on the top of curb elevation.
- Assess street capacity based on maintaining a dry lane.

The hydraulic computations will identify the controlling conditions for the street based on existing drainage patterns. These computations will be used to develop mitigation measures to address flooding issues. Additional design criteria and requirements for the proposed improvements, including permit and approval requirements from jurisdictional agencies, will also be identified. All findings and recommendations will be compiled into the Drainage Improvement Recommendation Report.

The project contract and all approved amendments included the scope and budget for conducting a drainage analysis to determine the openings in the bike barriers, mitigate the lost capacity caused by these barriers, and provide a solution using underground storm drain pipes on Solano Avenue. The above-mentioned scope of work was not included.

1.3 Design Underground Drainage System:

The work scope involves designing an underground storm drain system, to be located on the north side of Avenue 48 within the parkway and behind the curb. This includes laying out the storm drain system and identifying the locations of inlets, manholes, and pipes to ensure efficient stormwater runoff collection. Comprehensive construction drawings will be developed to illustrate the storm drain system layout, including dimensions, materials, and installation guidelines.

Task 2 – Design of Storm Drain and Sound Wall in the Median Between Avenue 48 and Solano Avenue

Previously, we conducted an analysis and recommended installing an underground storm drain system in the median between Avenue 48 and Solano Avenue to mitigate the reduced capacity caused by the proposed bike barrier on the north side of Avenue 48. The following scope of work includes designing this underground storm drain system. Additionally, the city has requested a sound wall in the median. Due to the proximity of the underground percolation-based storm drain system, the sound wall will necessitate structural design.

2.1 Design Underground Drainage System:

The storm drain system will be designed, specifying the locations of inlets, manholes, and pipes to ensure the effective collection of stormwater runoff. Detailed construction drawings will be developed to illustrate the layout of the storm drain system in detail, providing dimensions, materials, and installation instructions.

2.2 Design Soundwall:

A structural design will be developed for the foundation of the sound wall. The sound wall will be designed according to Caltrans Standard Plan B15, and the foundation will be designed based on the recommendations of the structural engineer.

Task 3 – Perform Potholing for Underground Storm Drains and Soundwall Foundations

3.1 Potholing:

We estimate that 8 potholes are needed for the underground storm drain and sound wall foundations.

Task 4 – Prepare specifications and cost estimates

4.1 Specifications:

Draft technical specifications outlining the materials, construction methods, and quality control procedures for the storm drain and sound wall.

4.2 Cost Estimation:

Calculate and determine the cost for materials, labor, and equipment required to construct the storm drain systems and sound walls.

EXHIBIT B - COMPENSATION FOR ADDITIONAL SCOPE OF SERVICES

Services described in our Scope of Work (Exhibit "A") shall be provided on a time and material basis not to exceed **\$76,950**.

Compensation Breakdown

1 -		
Task 1.1-Percolation Tests	\$	13,138
Task 1.2-Drainage Study	\$	7,916
Task 1.3-Design Underground Drainage System	\$	14,788
2 -		
Task 2.1-Design Underground Drainage System	\$	14,788
Task 2.2-Design Soundwall	\$	9,492
3 -		
Task 3.1-Potholing	\$	11,530
4 -		
Task 4.1-Specifications	\$	3,114
Task 4.2- Cost Estimate	\$	2,184
	\$	76,950

**AMENDMENT NUMBER FOUR
TO THE
REIMBURSEMENT AGREEMENT BY AND BETWEEN
CVAG AND THE CITY OF INDIO
FOR THE
ATP – ARTS AND MUSIC LINE**

This **AMENDMENT NUMBER FOUR** is made and entered into this 2nd day of December 2024, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (CVAG), the **City of Indio** (Agency) and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original agreement dated September 30, 2019 for the ATP – Arts and Music Line Project.

1. This Amendment Number Four authorizes the additional scope of services in accordance with the attached Albert A. Webb Associates letter dated September 19, 2024 for the not-to-exceed amount of \$76,950.00. The total amount payable shall not exceed \$6,103,412.00.
2. This Amendment Number Four is shared only between CVAG and the City of Indio for project work requested by the City of Indio for stormwater and privacy wall improvements within the project work limits in the City of Indio. The CVAG share is \$36,102.00 and the City of Indio share is \$40,848.00.
3. This Amendment Number Four increases CVAG's Regional Share to \$5,676,496, and the total Local Share to \$1,920,979.
4. This Amendment Number Four authorizes CVAG to amend the cost-sharing agreements between CVAG and the City of Indio for design costs related to the ATP - Arts and Music Line, by adding \$76,950 to the total costs for a revised total of \$7,597,475 with the cost sharing detailed in the following table:

	CVAG Approval Date	Amendment Amount	Regional Share	Local Share
Original Contract	September 30, 2019	\$2,731,897	\$2,048,923	\$682,974
Amendment Number One	December 5, 2022	\$1,060,000	\$795,000	\$265,000
Amendment Number Two	December 4, 2023	\$1,494,063	\$1,120,547	\$373,516
Amendment Number Three	April 29, 2024	<u>\$2,234,565</u>	<u>\$1,675,924</u>	<u>\$558,641</u>
Amendment Number Four	December 2, 2024	<u>\$76,950</u>	<u>\$36,102</u>	<u>\$40,848</u>
Total Contract not-to-exceed		\$7,597,475	\$5,676,496	\$1,920,979

Based on the revised additional \$40,848 only to City of Indio local share, the revised local share totals \$1,920,979 per this amendment. Contributions from the cities of La Quinta and Coachella remain unchanged, as follows:

La Quinta	Indio	Coachella	Total Local Share (25%)
\$470,033	\$1,300,536	\$150,410	\$1,920,979
(24%)	(68%)	(8%)	(100%)

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

The parties hereto have caused this **Amendment Number Four** to be executed by their duly authorized representatives on the above-reference date.

ATTEST

CITY OF INDIO

By: _____
Steven Graham, City Attorney

By: _____
Bryan Montgomery, City Manager

ATTEST

**COACHELLA ASSOCIATION OF
GOVERNMENTS**

By: _____
Allen McMillen, Contract Analyst II

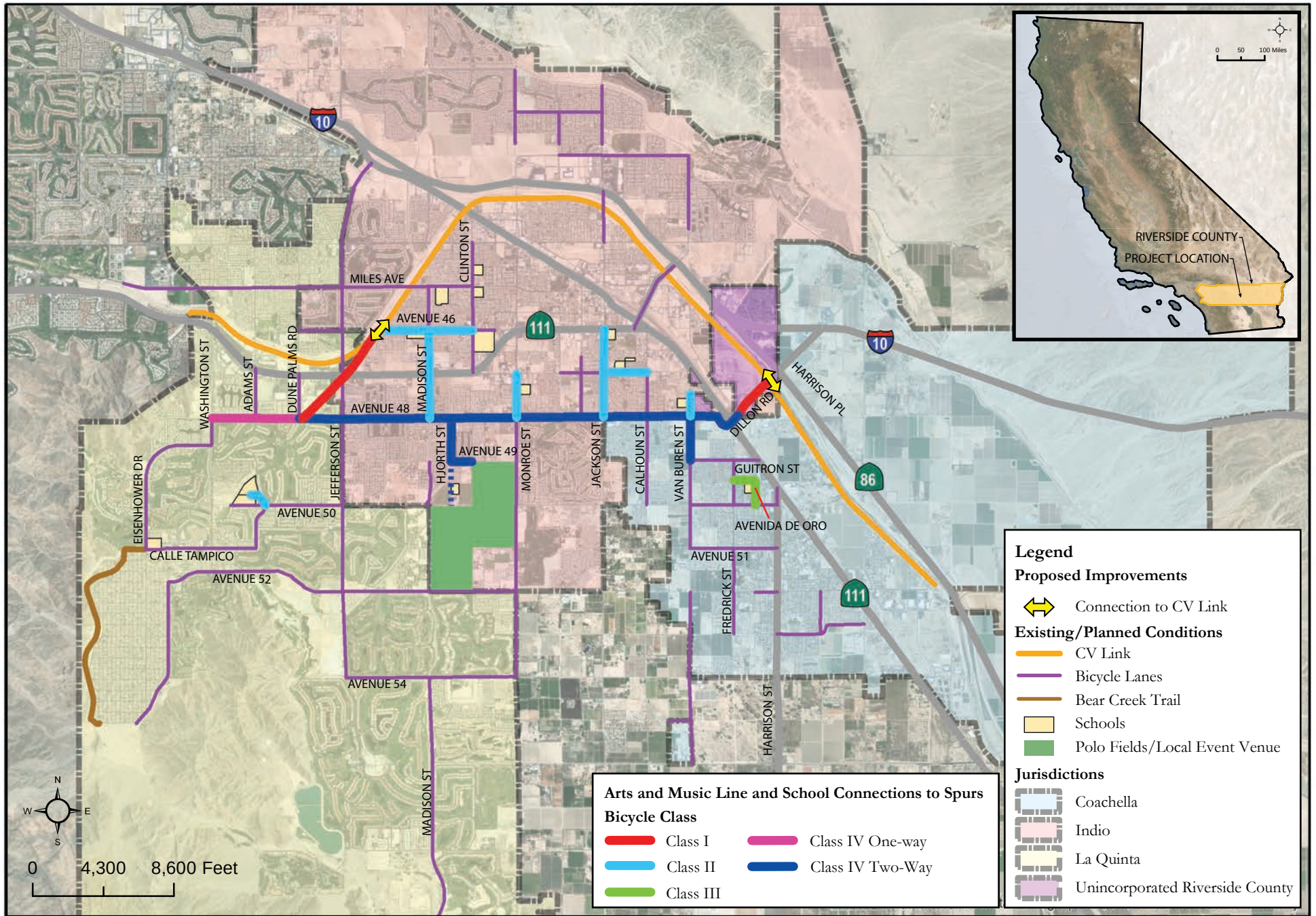
By: _____
Tom Kirk, CVAG Executive Director

Attachment A-1

Albert A. Webb Associates – Arts & Music Line Amendment No. 4

Additional Scope of Services and Compensation

Please refer to the following Albert A. Webb Associates letter dated September 19, 2024



ITEM 7L

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Preliminary Work on the Dillon Road Bridge and Dillon Road Interchanges at Interstate 10 and State Route 86 Interchange

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

Recommendation: Authorize the Executive Director and Chair to execute Amendment No. 3 to the Reimbursement Agreement with the City of Coachella for the Project Study Reports (PSR) for the Dillon Road Interstate 10 Interchange and the Dillon Road SR 86 Interchange and Preliminary Engineering & Environmental Document for the Dillon Road Bridge at Whitewater Channel project for an additional not-to-exceed amount of \$27,905.87

Transportation Committee: Concurred (Meeting of November 4th)

Background: Addressing the future of the Dillon Road bridge, including the interchanges at Interstate 10 (I-10) and State Route 86 (SR86), has proven to be a complicated challenge due to jurisdictional boundaries of both cities and Tribal Nations. CVAG's involvement with the project dates back nearly 20 years. With this item, staff is recommending a final payment to the City of Coachella, which has been serving as the lead agency until a recent decision to hand the project to the Twenty-Nine Palms Band of Mission Indians.

On February 26, 2007, the Executive Committee approved creation of an Interchange Preparation Fund with a total pool of \$10 million to support the concept of preparing interchanges along I-10 and SR86 for project readiness. According to the policy each project was limited to \$1.5 million with CVAG providing 100 percent of the costs of the Project Study Report (PSR) and 75 percent for additional approval work beyond the preparation of the PSR.

In September 2007, the Executive Committee approved a Reimbursement Agreement with the City of Coachella providing \$3 million for the Dillon Road interchanges at I-10 and SR86 Phase 1 Project Study Report (PSR) as well as the Preliminary Engineering and Environmental Design for the Dillon Road Bridge at Whitewater Channel (also known as the Coachella Valley stormwater channel). This agreement was consistent with the \$1.5 million for each interchange with a total of \$3 million dollars for two interchanges.

On January 26, 2009, the Executive Committee approved Amendment No. 1 adding \$149,238.75. The agreed upon work was to perform environmental documentation for the interchanges with CVAG paying 75 percent of the total costs of \$198,985.00 making the total CVAG commitment \$3,149,238.75. The City of Coachella completed the scope of work for the two interchange PSRs in 2010 for a total of approximately \$1,890,000.

On June 26, 2016, the Executive Committee approved Amendment No. 2 to the existing Reimbursement Agreement with the City of Coachella to utilize remaining money in the existing agreement with CVAG, approximately \$1,259,000, to pay 100 percent of eligible expenses to fund any additional design work and revalidate the environmental documents for the Dillon Road Bridge at Whitewater Channel.

As referenced above, the Dillon Road Bridge project is unique in that it involves many jurisdictions, including the City of Indio, Cabazon Band of Mission Indians, Twenty-Nine Palms Band of Mission Indians, and the City of Coachella. In November of 2018, the Dillon Road Joint Powers Authority was established and a Joint Exercise of Powers Agreement was entered into to help advance the Dillon Road Bridge project. The JPA empowered and authorized the City of Coachella to enter into contracts for the JPA and authorized the City to execute and administer professional services update and complete the required environmental documents and complete the preliminary engineering and environmental document phase of the project. In January 2020, the JPA authorized the City of Coachella to utilize its Local Code to apply for Highway Bridge Program Funds (HBP), act as the "Lead Agency" under the California Environmental Quality Act and administer the project. In 2021, the City of Coachella was awarded \$39,500,000 in HBP funding for the project.

The JPA, with financial assistance from CVAG and the cooperation of Caltrans successfully completed the federal National Environmental Policy Act (NEPA) process and the PA-ED portions of the project. However, during the NEPA process and prior to authorization of the detailed design phase of the project, some clarity was required relative to the ownership of the actual bridge structure and the easement containing the bridge structure. These issues have been successfully resolved and it has been determined that the bridge structure, the underlying land and easements are all owned by Twenty-Nine Palms Band of Mission Indians. In 2023, the City of Indio passed a resolution officially relinquishing any rights of ownership or responsibility towards the bridge structure.

Since the bridge and the underlying land are both owned by Twenty-Nine Palms Band of Mission Indians, the JPA has sought to allow Twenty-Nine Palms to act as a lead agency in lieu of the City of Coachella. However, this was not allowed under current state law. In order to remedy this situation, the Twenty-Nine Palms Band of Mission Indians successfully lobbied the State to pass Assembly Bill (AB) 2261, which was summarized by the California Senate Transportation Committee as follows:

The Problem. The Dillon Road Joint Powers Authority (DRJPA) was created by the City of Coachella, the Cabazon Band of Mission Indians and the Twenty-Nine Palms Band of Mission Indians. The DRJPA authorized the City of Coachella to apply for federal funding to widen Dillon Road between State Route 86 and Avenue 48, including the bridge over the Coachella Valley Stormwater Channel. The City successfully obtained \$49 million in federal and local funding which covers the entire project cost. However, construction has been held up because of Caltrans concerns over fund distribution because the bridge is owned by the tribes. This bill is intended to resolve those concerns and allow construction to proceed.

AB 2261 modified Division 3 of the Street and Highways Code, Chapter 18: Federal Aid for Tribes, section 2702 by adding the following language:

To the extent permitted by federal and state law, a federally recognized Native American tribe shall be eligible for federal funding for a transportation project and may be the lead agency for a transportation project that receives federal funding.

SEC. 2.

This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

Twenty-Nine Palms Band of Mission Indians is embarking on a series of transportation improvement projects, including safety projects. Providing opportunity for federally recognized tribes to receive independent transportation funding is essential to the success of critical projects and will help ensure the timely delivery of transportation safety projects.

The project has now cleared several hurdles: successful completion of the preliminary engineering and environmental document phase; successful resolution of ownership questions related to the property and the structure; and changing state law to allow the Tribe to take the lead. On October 2, 2024, the JPA passed Resolution DR-2024-01 to relinquish lead agency and project management rights and responsibilities from the City of Coachella and empower those rights and responsibilities to Twenty Nine Palms Band of Mission Indians.

In conjunction with the recent actions taken by the JPA, the City of Coachella has submitted a request to amend the reimbursement agreement between CVAG and the City to pay a final invoice for the preliminary engineering and environmental document phase in the amount of \$27,905.87.

Staff is recommending approval of Amendment No. 3. With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes. Additionally, the amendment also includes a condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02 and a clause being incorporated into all reimbursement agreements.

Fiscal Analysis: Coachella has received the final invoice for the preliminary engineering and environmental document phase and requests an additional \$27,905.87 be added to the Reimbursement Agreement with CVAG. This increases CVAG's obligation from \$3,149,238.75 to \$3,177,144.62. CVAG has sufficient funding available to cover the requested amount.

Attachments:

1. Reimbursement Agreement Amendment No. 3
2. Letter from City of Coachella Requesting Amendment No. 3, dated October 16, 2024
3. Location Map

AMENDMENT NUMBER THREE
to the
CVAG-CITY OF COACHELLA REIMBURSEMENT AGREEMENT
for
PROJECT STUDY REPORTS (PHASE 1) FOR THE
DILLON ROAD INTERSTATE 10 INTERCHANGE
AND
THE DILLON ROAD SR 86 INTERCHANGE
AND
PRELIMINARY ENGINEERING & ENVIRONMENTAL DOCUMENT FOR THE DILLON ROAD
BRIDGE AT WHITEWATER CHANNEL

This **AMENDMENT NUMBER THREE** is made and entered into this **2nd day of December 2024**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **City of Coachella (City)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated **October 5, 2007**.

1. This Amendment Number Three authorizes the additional scope of services in accordance with the attached City of Coachella letter dated October 16, 2024 for the not-to-exceed amount of \$27,905.87. The total amount payable shall not exceed \$3,177,144.62.

Original Agreement	October 5, 2007	\$3,000,000.00
Amendment Number One	March 13, 2009	\$149,238.75
Amendment Number Two	June 27, 2016	No Cost
Amendment Number Three	December 2, 2024	\$27,905.87
Total Agreement Not-to-Exceed		\$3,177,144.62

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

The parties hereto have caused this **Amendment Number Three** to be executed by their duly authorized representatives on the above-reference date.

ATTEST

CITY OF COACHELLA

By: _____
Carlos Campos, City Attorney

By: _____
Gabriel Martin, City Manager

ATTEST

**COACHELLA ASSOCIATION OF
GOVERNMENTS**

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Ted Weill, Chair

Attachment A-1
October 16, 2024 Letter from City of Coachella

See following pages.

DRAFT



October 16, 2024

Jonathan Hoy
Director of Transportation
Coachella Valley Association of Governments
74199 El Paseo, Suite 100
Palm Desert, CA 92260

Subject: Request for an Amended Agency Reimbursement Agreement between CVAG and the City of Coachella for the Improvement of Dillon Road at the Whitewater Channel

Dear Mr. Hoy:

The City of Coachella would like to respectfully request that the Coachella Valley Association of Governments (CVAG) prepare an Amendment #3 to the existing Reimbursement Agreement between CVAG and the City of Coachella to improve Dillon Road at the Whitewater Bridge. The existing reimbursable agreement was first executed in October of 2007 for a total commitment of \$3,000,000 and Amended in March of 2009 and June, 2016, to add an additional \$149,238.75 for a total project commitment of \$3,149,238.75. At this time, the City has completed 100% of the required environmental work, including CEQA and NEPA Certification and the City has successfully secured HBP funding from the State for the completion of the PS&E and construction phases. The City has also successfully resolved complicated right-of-way and construction management issues so that the project may proceed forward with clear right of way and project management responsibilities. At This time, it has been resolved that the bridge structure and all land underlying the bridge are owned by the Twenty Nine Palms Tribe of Mission Indians (Tribe). As such, the Tribe intends to work diligently as a lead agency to advance the PS&E and construction phases of the project moving forward by utilizing the available HBP grant funds that has been secured for the project.

Due to the schedule delays associated with the final Caltrans approval and right-of-way confirmation, the City experienced additional costs to close out this Phase. The City requests CVAG's consideration to fund 100% of the total final costs of the project. This Amendment Number Three will increase the total CVAG share by a total of \$27,905.87, resulting in a revised total amount for the project of \$3,177,144.62, as detailed in the table below.

Previously obligated authorized funds (100%)	\$3,000,000.00
Obligated under Amendment Number One/two (100%)	\$149,238.75
Proposed for Amendment Number Three (100%)	\$27,905.87
Revised Total Amount for this Project	\$3,177,144.62

The City has previously billed \$154,162.19 in Reimbursement requests #7 and #8. CVAG indicated to the City that we had exceeded the total allowable reimbursable agreement by the amount of \$27,905.87 and reimbursed the City a partial payment. The City respectfully requests that amendment #3 be approved such that the total allowable reimbursable amount for this project is increased as described herein.

For questions regarding this request, you may contact Andrew Simmons, at (760) 398-5744 or email at asimmons@coachella.org

Sincerely,



Andrew Simmons, P.E.
City Engineer

Attachments:

1. Reimbursement Request #7
2. Reimbursement #7 Deposit Receipt



City of Coachella
Engineering Department
53990 Enterprise, Coachella, CA 92236
760-398-5744

March 20, 2023

Jonathan Hoy
Director of Transportation
CVAG
74-199 El Paseo, Ste 100
Palm Desert, CA 92260

Dear Mr. Hoy,

In accordance with the September 24, 2007 original agency agreement, January 26, 2009 First Amendment, and June 27, 2016 Second Amendment between the Coachella Valley Association of Government (CVAG), the City of Coachella for the Dillon Road Bridge Interstate I-10 Interchange & SR 86 Interchange Project, the City of Coachella respectfully requests CVAG to provide reimbursement in the amount of \$154,162.19 as the 7th Reimbursement to the City of Coachella Invoice 2023-016.

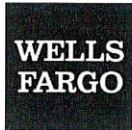
PSA / Contract	Invoice		Check
Name	Number	Amount	Number
Angenious Engineering	19-03-027	\$23,334.43	332
Angenious Engineering	19-03-028	\$15,914.78	387
Angenious Engineering	19-03-029	\$9,754.17	436
Angenious Engineering	19-03-030	\$21,287.31	466
Angenious Engineering	19-03-031	\$36,994.52	524
Angenious Engineering	19-03-032	\$18,768.75	542
Angenious Engineering	19-03-033	\$11,337.40	579
Angenious Engineering	19-03-034	\$9,460.83	623
Angenious Engineering	19-03-035	\$1,155.00	670
Angenious Engineering	19-03-036	\$1,155.00	702
CVWD	Deposit	\$5,000.00	112763
	TOTAL	\$154,162.19	
	CVAG 100%	\$154,162.19	

Please do not hesitate to contact me at (760) 398-5744 or at asimmons@coachella.org for any additional information.

Sincerely,



Andrew Simmons, P.E., City Engineer



Previous Day Composite Report

Custom

As of 04/14/2023

Company: CITY OF COACHELLA
User: Lourdes Marron

04/17/2023 11:17 AM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD
Bank: 121042882
Account: 7100772636(CA)

WELLS FARGO BANK, N.A.
General Account

Balances

Closing Ledger Balance	Payer: CVAG	9,559,372.93
Closing Collected Balance		9,549,408.93
Opening Available Balance	Desc: ST-109 -CVAG	9,556,813.93
One Day Float		7,405.00
Two+ Day Float	Acct# R- 152-12-344-10-337-271	2,559.00
MTD Average Closing Ledger Balance		10,404,821.37
MTD Average Closing Collected Balance	Amt: \$126,256.32	10,391,401.43
Total Credits		598,689.09
Total Debits		1,548,992.12
Total Number Credits		16
Total Number Debits		17

Summaries

Type of Credit	Number of Items	Amount
Total ACH Credits	1	126,256.32
Credit Totals	1	126,256.32

Credit Transactions

4/14/2023	169 / MISCELLANEOUS ACH CREDIT	Credit Amount:	126,256.32
	Cust Ref: 000000000000	Bank Ref: IA000015320202	
	Unique ID: 00000091005472193153		
	COACHELLA VALLEY AP04.13.23 COACHELLA INV ST-109-2023-016 DILLON RD/I-10/SR86S		
	WW		
	Account Net Amount		126,256.32

Grand Total For Currency: USD

Balances

Closing Ledger Balance	9,559,372.93
Closing Collected Balance	9,549,408.93
Opening Available Balance	9,556,813.93
One Day Float	7,405.00
Two+ Day Float	2,559.00
MTD Average Closing Ledger Balance	10,404,821.37
MTD Average Closing Collected Balance	10,391,401.43
Total Credits	598,689.09
Total Debits	1,548,992.12
Total Number Credits	16
Total Number Debits	17

— END OF REPORT —



53990 Enterprise Way
Coachella, CA 92236
Phone 760-398-2702

DATE: March 15, 2023
INVOICE#: **2023-016**
DUE DATE: March 30, 2023

Bill To:
CVAG

Contract No:
Coachella Project No: **ST-109**

DESCRIPTION	AMOUNT
Reimbursement requested per agreement for the following:	
Dillon Road Bridge Interstate 10 Interchange & SR 86 Interchange	\$154,162.19
04-14-23 ACH received in the amount of \$126,256.32	
Total	\$154,162.19

April 17, 2023

Signature

Title

Date

Please remit payment to:

City of Coachella, 53-990 Enterprise Way, Coachella CA 92236, Attention: Finance Department

For Office Use Only:

Deposit coding:

R
R

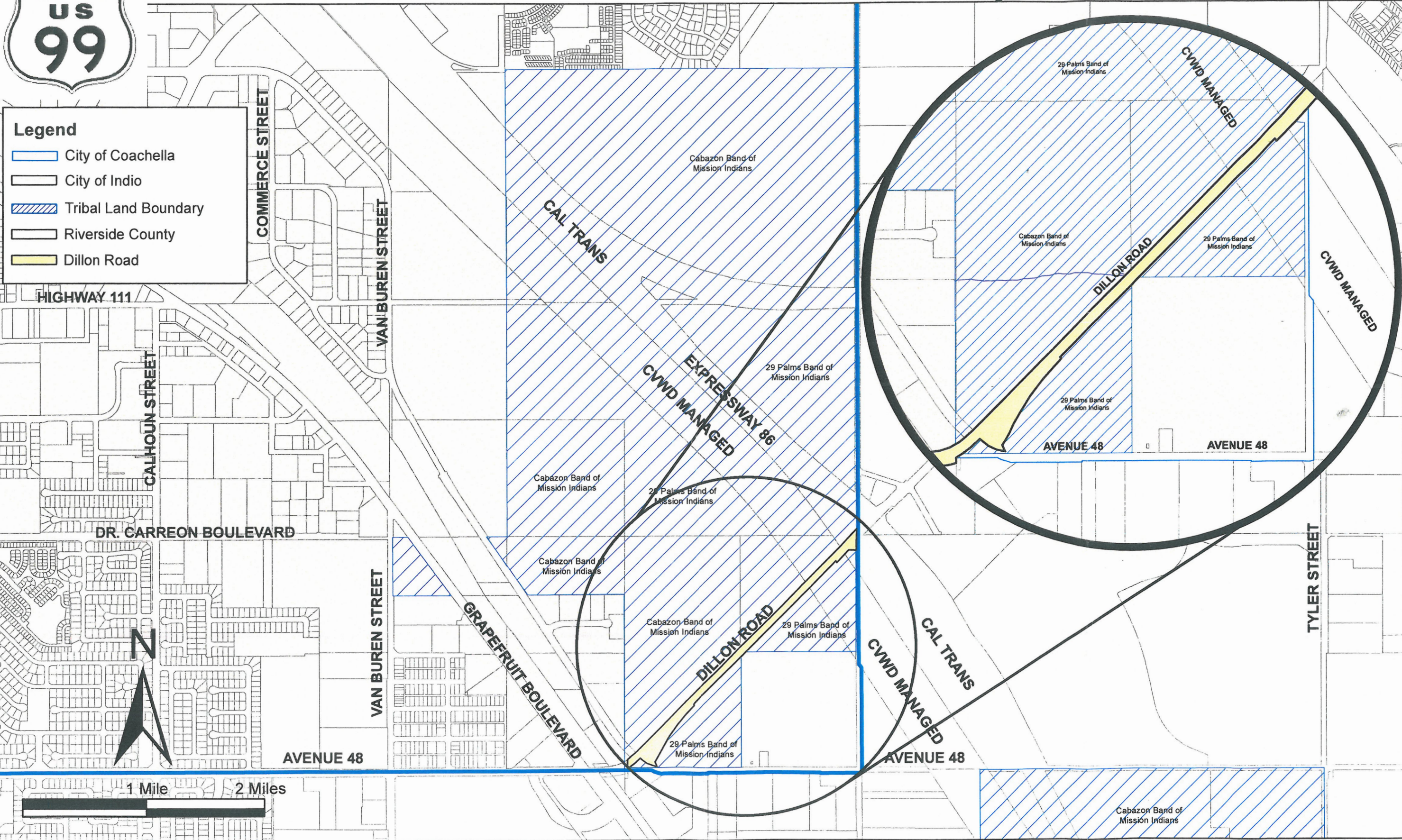
\$



Multi-Jurisdictional Dillon Road JPA Map

Legend

- City of Coachella
- City of Indio
- Tribal Land Boundary
- Riverside County
- Dillon Road



ITEM 7M

Coachella Valley Association of Governments Executive Committee December 2, 2024



Subject: Next Steps for Regional Early Action Planning (REAP 2.0) Projects

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

Recommendation: Authorize the Executive Director to execute:

- 1. A services contract with CR Associates, not to exceed \$1,599,574, to conduct professional and outreach services pursuant to the REAP 2.0 CV Link Community Connectors Phase I analysis; and**
- 2. A services contract with Kimley-Horn and Associates, not to exceed \$1,670,485, to conduct professional and outreach services pursuant to the REAP 2.0 Coachella Valley Regional Vehicle Miles Traveled study**

Transportation Committee: Concurred (Meeting of November 4th)

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 are disbursed locally to the Riverside County Transportation Commission (RCTC).

RCTC staff invited CVAG staff to put forward potential projects for funding through the program and solicited the services of KOA Consulting to assist in the application process. CVAG staff submitted four projects for consideration: the creation of a multimodal corridor plan; a regional VMT study; an update to the 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 staff from 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, as noted in a previous update to the Committee,

Governor Gavin Newsom in January 2024 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, which was approved by CVAG's Executive Committee at its September 30 meeting.

CVAG staff implemented the procurement process concurrently with the MOU approval process. After the recommendation to move forward was made the Transportation Committee, a separate Request for Proposals (RFP) was issued for each project on August 26, 2024, with the advertisement period lasting approximately five week. At the end of the advertisement period, each RFP had received two unique proposals. A proposal review team consisting of staff from CVAG, the City of La Quinta and the City of Indian Wells evaluated the proposals, and in the case of the Community Connectors project, conducted an interview with each respondent to better determine the proposals' consistency with the REAP 2.0 goals and objectives.

The top-ranked proposal for the CV Link Community Connectors analysis belonged to CR Associates, with a project budget of \$1,599,574, effectively in keeping with the advertised budget of \$1,600,000. The project will provide additional analysis and conceptual designs for improving multi-modal access CV Link, which CVAG anticipates finishing construction of next year. The top-ranked proposal for the Coachella Valley Regional VMT study belonged to Kimley-Horn and Associates, with a proposed project budget of \$1,670,484.48, slightly below the advertised budget of \$1,800,000. Staff anticipates that the VMT analysis could be a key component of the next update of CVAG's Transportation Project Prioritization Study, which will be underway in 2025.

Staff is recommending the Executive Director be authorized to execute contracts for both REAP 2.0 projects. This recommended approval would also authorize the Executive Director and/or Legal Counsel to make qualifying changes prior to execution. Each project is scheduled to be completed by September 2025, which is the current deadline for wrapping REAP 2.0 projects. Given the delays caused by the State's budget negotiations, SCAG continues to advocate to extend the performance period to a later date.

Fiscal Analysis: The recommended contract with CR Associates for a CV Link Community Connectors analysis is for a not-to exceed amount of \$1,599,574. The recommended contract with Kimley-Horn and Associates for the Coachella Valley Regional VMT study is for a not-to exceed amount of \$1,670,484.48.

Both projects are fully funded under the \$3,705,000 in REAP 2.0 funds awarded to CVAG, with \$5,000 dedicated to RCTC administrative costs. All project costs, including CVAG project management expenses, are reimbursable from the REAP 2.0 grant on a quarterly basis.

Attachments: Services contract with CR Associates
Services contract with Kimley-Horn and Associates

SERVICES CONTRACT
between
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
CR ASSOCIATES

THIS AGREEMENT is made and effective as of **December 2, 2024** between the Coachella Valley Association of Governments ("CVAG") and CR ASSOCIATES ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on December 2, 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than **September 30, 2025** unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **PROFESSIONAL AND PUBLIC OUTREACH** services consistent with the provisions of the Request for Proposals for the proposed **CV LINK COMMUNITY CONNECTORS ANALYSIS – PHASE I**, released on August 26, 2024, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response. The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal/Bid)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$1,599,574.00** without a written amendment.

4. PERFORMANCE

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

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

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

5. ADDITIONAL STIPULATIONS

(a) Consultant must demonstrate a clear and significant nexus to all the Regional Early Action Planning Grants of 2021 (REAP 2.0) Goals and Objectives, as described in Section 9 of this Agreement, 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 this Agreement, and repayment of the Grant Funds.

(b) As a recipient of federal and state funds, provided through the Southern California Association of Governments (SCAG) and the Riverside County Transportation Commission (RCTC), CVAG 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 Agreement or to perform work under this Agreement, Consultant shall procure in compliance with all applicable federal, state, and local laws and regulations.

(c) The term "Sub-Consultant(s)" shall hereinafter refer to all entities that Consultant procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this Agreement 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.

(d) Upon request, Consultant shall provide information to the CVAG 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 "Procurement Documents"). For new Procurement Documents developed or finalized after the Effective Date of this Agreement, Consultant shall provide a copy of the Procurement Document(s) to the CVAG Project Manager. CVAG may require

documentation of Procurement Document(s) and Notices to Proceed before approval of invoice reimbursement.

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

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

6. INVOICES

(a) This Agreement 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 Exhibit A. All invoices submitted to CVAG for payment shall be e-mailed to ap@cvag.org and shall include the CVAG Project Manager as an electronic copy recipient.

(b) Invoices will be submitted monthly in accordance with Exhibit A. The invoice shall include, at a minimum, a narrative progress report section with a description of services performed by Consultant and Sub-Consultant(s) as well as progress toward completion of tasks related to the project for the prior reporting period, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. CVAG shall review invoices for compliance with this Agreement. If CVAG determines that the invoice is compliant with this Agreement, CVAG shall approve the invoice and issue payment to the Consultant.

(c) Incomplete or inaccurate invoices may be returned to Consultant for correction without payment until corrected and approved. CVAG may, at its discretion, disallow any unsupported costs and process the invoice. If Consultant 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 Consultant, and its Sub-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 CVAG's fiscal year is from July 1 to June 30. Consultant agrees to submit all invoices to CVAG for eligible expenses incurred through June 30th, no later than July 5th during the Term of this Agreement. CVAG shall not be obligated to pay Consultant for any invoice received after such date.

(f) Consultant shall submit its final invoice to CVAG within thirty (30) days of the completion of the project, but no later than October 10th, 2025, whichever is first. CVAG shall not be obligated to pay Consultant for any invoice received after such date.

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

7. REPORTING

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

8. ACCOUNTING

(a) Consultant 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) Consultant shall establish a separate ledger account for receipts and expenditures of project funds and maintain expenditure details in accordance with the Scope of Work, as outlined in Exhibit A.

(c) Consultant 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 project in accordance with GAAP.

9. ALLOWABLE USES OF GRANT FUNDS

(a) CVAG 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.

1. 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 Agreement as if set forth in full.
2. 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 Agreement as if set forth in full.

(b) Project funds shall only be used by Consultant for activities approved by CVAG and included in the Scope of Work, as outlined in Exhibit A.

(c) Project funds may not be used for administrative costs of persons employed by Consultant for activities not directly related to eligible activities.

10. WORK PRODUCTS

(a) For purposes of this Agreement, "Work Products" shall mean all deliverables created or produced under this Agreement including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this Agreement 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 Consultant or Sub-Consultant(s) may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection

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

(c) SCAG shall own all Work Products. SCAG grants to RCTC, CVAG, Consultant, and Sub-Consultant 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 Agreement; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at RCTC, CVAG, Consultant, or Sub-Consultant'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 Consultant. Nothing furnished to CVAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as Consultant treats its confidential information, but in no case less than reasonable care.

11. INSURANCE ADDITIONS

(a) Consultant, 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 Agreement. The policies shall state they afford primary coverage.

Project: CV Link Community Connectors Phase I Analysis

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 \$2,000,000 per occurrence, \$4,000,000 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	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

	construction.	equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, <u>in</u> 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
--	---------------	--

Project: CV Link Community Connectors Phase I Analysis

		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 the Consultant under this agreement.

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

1. CVAG, RCTC, SCAG, 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to CVAG, RCTC, SCAG, their officials and employees.
2. Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

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

in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

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

3. For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects CVAG, RCTC, SCAG, their officials and employees. Any insurance or self-insurance maintained by CVAG, RCTC, or SCAG shall be excess of Consultant's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CVAG, RCTC, SCAG, their officials and employees.
5. Consultant'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 CVAG, RCTC, SCAG, their officials, employees, and volunteers.

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

(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 CVAG.

(g) Consultant shall furnish CVAG 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 CVAG before work commences. Upon request of CVAG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(h) Consultant agrees to ensure that its Sub-Consultant(s) provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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 Consultant's Sub-Consultant(s) cannot comply with this requirement, which proof must be submitted to CVAG, Consultant shall be required to ensure that its Sub-Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Sub-Consultant(s)

scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its Sub-Consultant(s). This provision is intended solely to provide Consultant with the ability to utilize Sub-Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Consultant under this Agreement given the limited scope of work or services provided by the Sub-Consultant(s). Consultant agrees that upon request, all agreements with Sub-Consultant(s) will be submitted to CVAG for review.

12. INDEMNIFICATION - ADDITION

Consultant shall fully defend, indemnify and hold harmless CVAG, RCTC, SCAG, their 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 project or this Agreement. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from CVAG's, RCTC's, or SCAG's gross negligence or willful misconduct.

13. RECORDS RETENTION

(a) Consultant and its Sub-Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the project, all work performed under this Agreement, 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 Consultant and its Sub-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.

(c) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

14. MONITORING AND AUDITS

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

(b) At any time during the term of this Agreement, CVAG, 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, Consultant shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.

(c) Consultant agrees that CVAG, 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 Agreement. Consultant agrees to provide any relevant information requested. Copies shall be made and furnished to CVAG upon request at no cost to CVAG.

(d) Consultant agrees to permit CVAG, 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 Agreement, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

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

15. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

(a) Consultant agrees to comply with all federal, state and local laws, rules and regulations applicable to this Agreement.

CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

(b) Non-Discrimination/Equal Employment Opportunity provisions:

1. During the performance of this Agreement, Sub-Recipient assures that no person shall be denied the Agreement'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, military and veteran status, or any other unlawful basis, under the Projects or any program or activity funded by this Agreement, 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. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Consultant 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.
3. Consultant shall permit access by representatives of the Department of Fair Employment and Housing, CVAG, 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, CVAG, SCAG, or HCD shall require to ascertain compliance with this Section.
4. Consultant shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
5. Consultant 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. Consultant 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. Consultant, by signing this Agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Consultant 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:

1. Consultant 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
2. 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.

(f) Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the Consultant 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 Agreement 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).)

16. CONFLICT OF INTEREST

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

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

17. INDEPENDENT CONTRACTOR

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

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

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the

Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

18. ASSIGNMENT

Neither Party shall assign the performance of this Agreement, any rights or interests in this Agreement, any monies due hereunder, or any part thereof, without the written consent of each Party to this Agreement, 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 Agreement shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

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

19. RELEASE OF INFORMATION

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

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

Consultant 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 Agreement without the prior written authorization of CVAG, except as provided under this Agreement or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this Agreement or its subject matter shall acknowledge CVAG and 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 CVAG and/or SCAG programs and funded work products, Consultant is required to notify and coordinate with CVAG's Project Manager and SCAG's Manager of Media and 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 CVAG and 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 shall be:

Alisha James

james@scag.ca.gov

(213) 236-1884

20. PAYMENT

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

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

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

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

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

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

21. INSPECTION OF WORK

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

22. SCOPE OF WORK CHANGES

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

23. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

24. DEFAULT OF CONSULTANT

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

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

25. UNDUE INFLUENCE

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

26. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

27. NOTICES

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

To CVAG:

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

To Consultant:

Monique Chen, Principal
CR Associates
3900 Fifth Avenue, Suite 310
San Diego, CA 92103

28. MANAGEMENT

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

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

29. SUBCONTRACTS

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

30. LICENSES

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

31. GOVERNING LAW

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

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

32. FINAL PAYMENT CERTIFICATION AND RELEASE

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

33. ENTIRE AGREEMENT

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

34. FORCE MAJEURE

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

35. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____

Tom Kirk, Executive Director

CR ASSOCIATES

By: _____

Monique Chen, Principal

EXHIBIT “A”

SCOPE OF WORK

1. Project Management

- Kickoff meeting: Within two weeks of contract execution, consultant shall coordinate with CVAG to schedule a project kickoff meeting. The kickoff meeting will provide an opportunity for CVAG staff and the consultant to review the Project scope and schedule, establish internal benchmarks and performance goals pursuant to those identified in section 5.2, and identify existing resources. Meetings may be virtual or in-person.
- Periodic status meetings: Over the course of the Project term, consultant shall meet with CVAG staff no less frequently than monthly, and more often as necessitated by Project needs and allowed for within the Project budget, to discuss the status of current task items. Status meetings will provide a forum for review and refinement of any in-progress activities and identification of any issues that may impact Project schedule, budget, or deliverables. Meetings may be virtual or in-person.
- Invoicing and progress reports: Consultant shall provide itemized invoices to CVAG on a monthly basis, to include, at a minimum, hours spent per person per task and to-date expenditures on each task. Each invoice shall be accompanied by a progress report to include, at a minimum, a summary of the actions completed during the previous reporting period, the estimated percent-complete for each task, conformance to Project schedule, proposed actions to take place during the next reporting period, and tracking of the performance metrics identified in section 5.2 and reviewed during the kickoff meeting. CVAG may alter the reporting requirements over the course of the Project.

Project Management deliverables: Meeting agendas and minutes, project invoices, and monthly progress reports.

2. Data Collection and Assessment

- Community resources: Consultant shall identify and map community resources including, but not limited to, schools, libraries, public parks, community centers, grocery stores, employment centers, affordable housing developments, and other local points of interest that may be served by connector routing.
- Supportive transportation facilities and gaps in coverage: Consultant shall identify local streets, regional arterials, and/or other rights-of-way that currently support, can be expanded to support, or would otherwise benefit from alternative transportation modes. Existing multimodal and transit facilities will also be identified. Primary data sources are expected to be local agencies' General Plans (especially housing and mobility elements), Capital Improvement Plans, and Local Roadway Safety Plans, in addition to targeted outreach (see task 3).

- Equity data and analysis: Consultant shall identify locally relevant measures to determine disadvantaged and/or underserved communities, such as the number of children receiving free school lunches, transit dependent communities, and concentrations of persons with disabilities, and assess access to potential connector routes. Relative merits of existing tools and methodologies like the State of California's CalEnviroScreen or the federal Justice40 initiative should also be considered.

Data Collection and Assessment deliverables: geospatial database(s) of community resources and supportive transportation facilities alongside supporting documentation describing data collection methodology and summary statistics; technical memo describing demographics to be served by potential connector routes with an emphasis on underserved communities, to include geospatial database(s) as appropriate.

3. Outreach and Engagement

- Stakeholder engagement plan: Consultant shall create a stakeholder database to include contacts for civic groups, local communities, regional institutions, and public agencies, and develop an outreach plan to solicit actionable feedback by generating meaningful dialog across transportation-related issues, proactively identifying issues and concerns, and tailoring information to the appropriate audience.
- Community workshops: Consultant shall coordinate and conduct general purpose workshops in accordance with the outreach plan. Workshops will be designed to reach the widest possible audience, including participants from disadvantage communities (e.g., those designated through the federal Justice40 methodology) and non-English speakers, and will include interactive methods to solicit responses. At least five workshops are anticipated over the course of the Project, although more workshops may take place as necessitated by Project needs and allowed for within the Project budget. Workshops may be virtual or in-person.
- Targeted stakeholder meetings: Consultant shall conduct specific outreach with key groups, community leaders, and local agencies to identify any special needs or considerations. At least six meetings are anticipated, although more may take place as necessitated by Project needs and allowed for within the Project budget.
- Committee briefings: Consultant shall brief CVAG committees as necessary. At least three briefings over the course of the Project are anticipated, although more briefings may take place as necessitated by Project needs and allowed for within the Project budget. Committee briefings will likely be in-person, unless remote participation is approved in writing by CVAG.
- Grant funding application development: Consultant shall assist CVAG in determining eligibility for state and local grants. CVAG may apply for funding to further implementation of Project findings and deliverables, and as such, Consultant will develop two grant applications in collaboration with staff. Consultant will be responsible for assembling the necessary grant applications and supporting

documents, to include summaries of any outreach activity as well as 10% design plans (as described in task 5) for the target facility, for each grant CVAG elects to pursue. Suggested grant programs include the SS4A Implementation program in May 2026 and the June 2026 Caltrans ATP Cycle 8 program.

Outreach and Engagement deliverables: Community outreach plan; outreach materials as established by the outreach plan; workshop and meeting agendas, presentations, and minutes; committee presentations; narrative summary of any outreach activities, to include summary statistics as appropriate; completed grant applications.

4. Conceptual Planning

- Goals, objectives, and criteria: Consultant shall synthesize collected data and community feedback to identify primary connector objectives. Objectives may vary by connector, but will include an assessment of walkability and bikability (as measured by the Pedestrian Environment Score and the Bicycle Level of Traffic Stress, respectively). The consultant may propose additional metrics, which must be approved by CVAG prior to implementation.
- Connector evaluation and prioritization: Consultant shall perform a multi-criteria decision analysis to identify priority and alternative connector alignments, as well as rank connectors based on resources served. Criteria to be considered include, but are not limited to, user demand, connectivity and directness, safety and quality of environment, and equity.
- Conceptual plan: Consultant shall draft Conceptual Connector Plan with up to 15 potential connector routes and any identified alternatives, describing each route's ability to connect surrounding community to local resources using available transportation facilities. Each proposed route will include a description of the alignment, facility classification(s), and crossings, and will be accompanied by cross-section graphics and renderings detailing how the route will be configured within the available right-of-way. The Conceptual Connector Plan will include cost estimates for the design, acquisition of right-of-way, utility coordination, and construction of each connector route.

Conceptual Planning deliverables: Conceptual Connector Plan mapping potential alignments for up to 15 connectors, including summaries of individual connector goals and objectives, weighted criteria for prioritization, decision matrix with ranked output, and cost estimates for each proposed connector.

5. 10% Design Plan (Only as additional funding becomes available)

- 10% design plan: In the event that sufficient additional funding and time become available, consultant shall prepare 10% design plans for up to 15 connectors identified in the Conceptual Connector Plan. These designs will include ground-truthed aerial drawings, water and drainage concerns, utility conflicts, and any necessary roadway and intersection adjustments.

Project: CV Link Community Connectors Phase I Analysis

- Connector reprioritization (Consultant proposed task): Consultant shall apply the evaluation criteria identified in Task 4 to any unimplemented connectors, including those proposed in the original CV Link master planning document, and reprioritize the remaining connectors for future implementation.

10% Design Plan deliverables: Computer-aided designs of preliminary plans for preferred routing, overlaying current aerial imagery, and including typical sections, topography, right-of-way, municipal and tribal boundaries, existing infrastructure and facilities, utilities, cost estimate, and other relevant conditions for connector buildout; updated connector prioritization.

DRAFT

Exhibit “B”

PRICE FORMULA

See following page(s).

DRAFT



Fee Proposal

Coachella Valley Association of Governments
CV Link Community Connectors Analysis Phase I Program
The CRA Team Fee Proposal

No.	Task Description	CRA	WEBB	AA	Total by Task
Task 1	Project Management	\$ 98,950	\$ 18,022	\$ 8,653	\$ 125,625
Task 2	Data Collection and Assessment	\$ 184,420	\$ -	\$ -	\$ 184,420
Task 3	Outreach and Engagement	\$ 143,045	\$ 33,826	\$ 102,264	\$ 279,135
Task 4	Conceptual Planning	\$ 825,065	\$ 76,429	\$ -	\$ 901,494
CRA Subtotal		\$ 1,251,480	\$ 128,277	\$ 110,917	\$ 1,490,674
Direct Expenses		\$ 17,000	\$ -	\$ 91,900	\$ 108,900
CRA Total for Tasks 1-4		\$ 1,268,480	\$ 128,277	\$ 202,817	\$ 1,599,574
Task 5	10% Design (Optional)	\$ 639,680	\$ 279,820	\$ -	\$ 919,500
CRA Total with Task 5 Optional		\$ 1,908,160	\$ 408,097	\$ 202,817	\$ 2,519,074



Coachella Valley Association of Governments
CV Link Community Connectors Analysis Phase I Program
Fee Proposal - CRA

No.	Task Description	Project Manager (Principal)		Principal-In-Charge		Deputy Project Manager (Senior Planner III)		Senior Transportation Planner II		Senior Transportation Planner II		Design Principal		Senior Transportation Planner I		Transportation Planner II		Transportation Planner II		Transportation Planner II		Senior Traffic Engineer III		Traffic Engineer II		Senior Civil Engineer		Civil Engineer		Civil Engineer		Senior Project Accountant		CRA Labor Cost		
		Monique Chen		Adam Chase		Jenny An		Andrew Prescott		Sasha Jovanovic		Ross Duenas		Cat Callaghan		Eric Sindel		Ana Garate		Annabel Grealish		Phuong Nguyen, TE		Cristian Belmudez		Blanca Soto		Laura Hernandez		Hailey Tyson		Claudia Joaquin				
		Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost			
Task 1	Project Management		136	\$ 46,240	14	\$ 4,270	68	\$ 17,680	12	\$ 2,320	16	\$ 3,360	12	\$ 3,660	8	\$ 1,520	-	\$ -	-	\$ -	88	\$ 12,320	12	\$ 3,300	-	\$ -	-	\$ -	-	\$ -	-	\$ -	24	\$ 4,080	390	\$ 98,950
	1.1	Project Kick-Off Meeting	8	\$ 2,720	2	\$ 610	4	\$ 1,040	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	8	\$ 1,120	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	22	\$ 5,490			
	1.2	Project Management Plan	16	\$ 5,440	-	\$ -	4	\$ 1,040	-	\$ -	-	\$ -	-	\$ -	8	\$ 1,520	-	\$ -	-	-	\$ -	12	\$ 3,300	-	\$ -	-	\$ -	-	\$ -	-	\$ -	28	\$ 8,000			
	1.3	Check-In Meetings and Coordination	100	\$ 34,000	12	\$ 3,660	60	\$ 15,600	12	\$ 2,520	16	\$ 3,360	12	\$ 3,660	-	\$ -	-	\$ -	-	80	\$ 11,200	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	304	\$ 77,300			
	1.4	Invoicing and Progress Reports	12	\$ 4,080	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	36	\$ 8,160			
Task 2	Data Collection and Assessment		36	\$ 12,240	8	\$ 2,440	20	\$ 5,200	192	\$ 40,320	64	\$ 13,440	-	\$ -	-	\$ -	196	\$ 29,400	224	\$ 33,600	192	\$ 26,880	16	\$ 4,400	100	\$ 16,500	-	\$ -	-	\$ -	-	\$ -	1048	\$ 184,420		
	2.1	Relevant Document/Plan Review	4	\$ 1,360	2	\$ 610	4	\$ 1,040	24	\$ 5,040	-	\$ -	-	\$ -	-	\$ -	16	\$ 2,400	60	\$ 9,000	40	\$ 5,600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	150	\$ 25,050		
	2.2	Community Resources Assessment	6	\$ 2,040	2	\$ 610	4	\$ 1,040	40	\$ 8,400	20	\$ 4,200	-	\$ -	-	\$ -	80	\$ 12,000	24	\$ 3,600	40	\$ 5,600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	216	\$ 37,490		
	2.3	Existing Facilities Assessment	20	\$ 6,800	2	\$ 610	4	\$ 1,040	80	\$ 16,800	32	\$ 6,720	-	\$ -	-	\$ -	100	\$ 15,000	80	\$ 12,000	72	\$ 10,080	16	\$ 4,400	100	\$ 16,500	-	\$ -	-	\$ -	-	\$ -	506	\$ 89,950		
	2.4	Equity Data and Analysis	6	\$ 2,040	2	\$ 610	8	\$ 2,080	48	\$ 10,080	12	\$ 2,520	-	\$ -	-	\$ -	-	\$ -	60	\$ 9,000	40	\$ 5,600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	176	\$ 31,930		
Task 3	Outreach and Engagement		72	\$ 24,480	7	\$ 2,135	168	\$ 43,680	-	\$ -	-	\$ -	40	\$ 12,200	16	\$ 3,040	-	\$ -	16	\$ 2,400	178	\$ 24,920	-	\$ -	86	\$ 14,190	-	\$ -	-	\$ -	80	\$ 16,000	663	\$ 143,045		
	3.1	Stakeholder Engagement Plan	2	\$ 680	-	\$ -	12	\$ 3,120	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	14	\$ 3,800		
	3.2	Stakeholder Database Management	-	\$ -	-	\$ -	8	\$ 2,080	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 2,080		
	3.3	Project Website and Digital Materials	2	\$ 680	-	\$ -	8	\$ 2,080	-	\$ -	-	\$ -	-	\$ -	16	\$ 3,040	-	\$ -	16	\$ 2,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	42	\$ 8,200		
	3.4	Community Workshops (5)	20	\$ 6,800	-	\$ -	30	\$ 7,800	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	50	\$ 7,000	-	\$ -	-	\$ -	50	\$ 8,250	-	\$ -	-	\$ -	150	\$ 29,850			
Task 4	Targeted Stakeholder Meetings		18	\$ 6,120	-	\$ -	40	\$ 10,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	36	\$ 5,040	-	\$ -	-	\$ -	36	\$ 5,940	-	\$ -	-	\$ -	130	\$ 27,500			
	3.5	Committee Briefings (3)	30	\$ 10,200	-	\$ -	30	\$ 7,800	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	12	\$ 1,680	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	72	\$ 19,680			
	3.6	Grant Application Development (2)	-	\$ -	7	\$ 2,135	40	\$ 10,400	-	\$ -	-	\$ -	40	\$ 12,200	-	\$ -	-	\$ -	-	80	\$ 11,200	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	247	\$ 51,935			
	3.7	Conceptual Planning	310	\$ 105,400	57	\$ 17,385	266	\$ 69,160	144	\$ 30,240	410	\$ 86,100	384	\$ 117,120	600	\$ 114,000	320	\$ 48,000	510	\$ 76,500	274	\$ 38,360	160	\$ 44,000	220	\$ 36,300	68	\$ 15,300	68	\$ 13,600	68	\$ 13,600	3,859	\$ 825,065		
	4.1	Goals, Objectives, and Criteria	60	\$ 20,400	-	\$ -	24	\$ 6,240	40	\$ 8,400	80	\$ 16,800	64	\$ 19,520	80	\$ 15,200	16	\$ 2,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	364	\$ 88,960		
4.2	Connector Alternatives Development	84	\$ 28,560	16	\$ 4,880	72	\$ 18,720	40	\$ 8,400	120	\$ 25,200	96	\$ 29,280	120	\$ 22,800	60	\$ 9,000	120	\$ 18,000	40	\$ 5,600	80	\$ 22,000	100	\$ 16,500	-	\$ -	-	\$ -	-	\$ -	948	\$ 208,940			
4.3	Connector Alternative Evaluation & Prioritization	88	\$ 29,920	16	\$ 4,880	40	\$ 10,400	40	\$ 8,400	120	\$ 25,200	80	\$ 24,400	120	\$ 22,800	160	\$ 24,000	60	\$ 9,000	40	\$ 5,600	80	\$ 22,000	120	\$ 19,800	8	\$ 1,800	8	\$ 1,600	8	\$ 1,600	988	\$ 211,400			
4.4a	Conceptual Engineering (15 Connectors)	30	\$ 10,200	15	\$ 4,575	30	\$ 7,800	-	\$ -	30	\$ 6,300	120	\$ 36,600	80	\$ 15,200	60	\$ 9,000	150	\$ 22,500	14	\$ 1,960	-	\$ -	-	\$ -	60	\$ 13,500	60	\$ 12,000	60	\$ 12,000	709	\$ 151,635			
4.4b	Conceptual Connector Plan	48	\$ 16,320	10	\$ 3,050	100	\$ 26,000	24	\$ 5,040	60	\$ 12,600	24	\$ 7,220	200	\$ 38,000	24	\$ 3,600	180	\$ 25,200	732	\$ 102,480	188	\$ 51,700	406	\$ 66,990	68	\$ 15,300	68	\$ 13,600	148	\$ 29,600	24	\$ 4,080			
Labor Subtotal		554	\$ 188,360	86	\$ 26,230	522	\$ 135,720	348	\$ 73,080	490	\$ 102,500	436	\$ 132,980	624	\$ 118,560	516	\$ 77,400	750	\$ 112,500	732	\$ 102,480	188	\$ 51,700	406	\$ 66,990	68	\$ 15,300	68	\$ 13,600	148	\$ 29,600	24	\$ 4,080	5,960	\$ 1,251,480	



**Coachella Valley Association of Governments
CV Link Community Connectors Analysis Phase I Program
Fee Proposal - WEBB**

No.	Task Description	Principal II		Principal I		Principal I		Associate III		Assistant III		Principal II		Associate II		Webb Labor Cost		
		Dilesh Sheth		Myung Choo		Nicholas Lowe		Sara Sadeghi		Deborah Saulina		Jason Arderly		Ingrid Mar				
		\$258.00		\$238.00		\$238.00		\$181.00		\$115.00		\$258.00		\$166.00				
		Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	
Task 1	Project Management	46	\$ 11,868	-	\$ -	-	\$ -	34	\$ 6,154	-	\$ -	-	\$ -	-	\$ -	80	\$ 18,022	
1.1	Project Kick-Off Meeting	2	\$ 516	-	\$ -	-	\$ -	2	\$ 362	-	\$ -	-	\$ -	-	\$ -	4	\$ 878	
1.2	Project Management Plan	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
1.3	Check-In Meetings and Coordination	32	\$ 8,256	-	\$ -	-	\$ -	32	\$ 5,792	-	\$ -	-	\$ -	-	\$ -	64	\$ 14,048	
1.4	Invoicing and Progress Reports	12	\$ 3,096	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 3,096	
Task 2	Data Collection and Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
2.1	Relevant Document/Plan Review	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
2.2	Community Resources Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
2.3	Existing Facilities Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
2.4	Equity Data and Analysis	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
Task 3	Outreach and Engagement	12	\$ 3,096	28	\$ 6,664	12	\$ 2,856	40	\$ 7,240	6	\$ 690	-	\$ -	80	\$ 13,280	178	\$ 33,826	
3.1	Stakeholder Engagement Plan	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
3.2	Stakeholder Database Management	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
3.3	Project Website and Digital Materials	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
3.4	Community Workshops (5)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
3.5	Targeted Stakeholder Meetings	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
3.6	Committee Briefings (3)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
3.7	Grant Application Development (2)	12	\$ 3,096	28	\$ 6,664	12	\$ 2,856	40	\$ 7,240	6	\$ 690	-	\$ -	80	\$ 13,280	178	\$ 33,826	
Task 4	Conceptual Planning	58	\$ 14,964	56	\$ 13,328	34	\$ 8,092	96	\$ 17,376	67	\$ 7,705	58	\$ 14,964	-	\$ -	369	\$ 76,429	
4.1	Goals, Objectives, and Criteria	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
4.2	Connector Alternatives Development	40	\$ 10,320	8	\$ 1,904	20	\$ 4,760	56	\$ 10,136	5	\$ 575	-	\$ -	-	\$ -	129	\$ 27,695	
4.3	Connector Alternative Evaluation & Prioritization	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
4.4a	Conceptual Engineering (15 Connectors)	18	\$ 4,644	48	\$ 11,424	14	\$ 3,332	40	\$ 7,240	62	\$ 7,130	58	\$ 14,964	-	\$ -	240	\$ 48,734	
4.4b	Conceptual Connector Plan	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
Labor Subtotal		116	\$ 29,928	84	\$ 19,992	46	\$ 10,948	170	\$ 30,770	73	\$ 8,395	58	\$ 14,964	80	\$ 13,280	627	\$ 128,277	
Direct Cost Expenses																		
Travel																	\$ -	
																	\$ -	
Direct Cost Subtotal																		\$ -
Webb Total including ODCs																		\$ 128,277
Task 5	10% Design Plan (Optional Tasks)	120	\$ 30,960	80	\$ 19,040	100	\$ 23,800	560	\$ 101,360	12	\$ 1,380	40	\$ 10,320	560	\$ 92,960	1,472	\$ 279,820	
5.1a	10% Design Plans (15 Connectors)	120	\$ 30,960	80	\$ 19,040	100	\$ 23,800	560	\$ 101,360	12	\$ 1,380	40	\$ 10,320	560	\$ 92,960	1,472	\$ 279,820	
5.1b	Renderings (15 locations)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
5.2	Connector Re-Prioritization	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	
Webb Total including Optional Tasks																		\$ 408,097



Coachella Valley Association of Governments
CV Link Community Connectors Analysis Phase I Program
Fee Proposal - AA

No.	Task Description	Project Manager		Senior Project Coordinator		Creative Lead		Project Coordinator		Tech Coordinator		Assistant Project Coordinator		AA Labor Cost	
		Jessica Harleaux		Jennifer Velazquez		Kyle Santiago		Rachael Potts		Keven Michel		Noah Kim			
		\$184.11		\$112.51		\$146.97		\$97.17		\$94.62		\$58.51			
		Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Task 1	Project Management	36	\$ 6,628	18	\$ 2,025	-	\$ -	-	\$ -	-	\$ -	-	\$ -	54	\$ 8,653
1.1	Project Kick-Off Meeting	2	\$ 368	2	\$ 225	-	\$ -	-	\$ -	-	\$ -	-	\$ -	4	\$ 593
1.2	Project Management Plan	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.3	Check-In Meetings and Coordination	24	\$ 4,419	16	\$ 1,800	-	\$ -	-	\$ -	-	\$ -	-	\$ -	40	\$ 6,219
1.4	Invoicing and Progress Reports	10	\$ 1,841	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	10	\$ 1,841
Task 2	Data Collection and Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.1	Relevant Document/Plan Review	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.2	Community Resources Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.3	Existing Facilities Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.4	Equity Data and Analysis	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Task 3	Outreach and Engagement	81	\$ 14,913	150	\$ 16,877	36	\$ 5,291	307	\$ 29,831	36	\$ 3,406	546	\$ 31,946	1,161	\$ 102,264
3.1	Stakeholder Engagement Plan	8	\$ 1,473	18	\$ 2,025	-	\$ -	-	\$ -		\$ -	12	\$ 702	38	\$ 4,200
3.2	Stakeholder Database Management	4	\$ 736	10	\$ 1,125	-	\$ -	30	\$ 2,915		\$ -	40	\$ 2,340	84	\$ 7,117
3.3	Project Website and Digital Materials	14	\$ 2,578	24	\$ 2,700	24	\$ 3,527	68	\$ 6,608	36	\$ 3,406	88	\$ 5,149	259	\$ 23,968
3.4	Community Workshops (5)	30	\$ 5,523	80	\$ 9,001	12	\$ 1,764	115	\$ 11,175		\$ -	344	\$ 20,127	581	\$ 47,590
3.5	Targeted Stakeholder Meetings	24	\$ 4,419	9	\$ 1,013		\$ -	48	\$ 4,664		\$ -	42	\$ 2,457	123	\$ 12,553
3.6	Committee Briefings (3)		\$ -	8	\$ 900		\$ -	30	\$ 2,915		\$ -	20	\$ 1,170	58	\$ 4,985
3.7	Grant Application Development (2)	1	\$ 184	1	\$ 113		\$ -	16	\$ 1,555		\$ -	-	\$ -	18	\$ 1,851
Task 4	Conceptual Planning	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.1	Goals, Objectives, and Criteria	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.2	Connector Alternatives Development	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.3	Connector Alternative Evaluation & Prioritization	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.4a	Conceptual Engineering (15 Connectors)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.4b	Conceptual Connector Plan	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Labor Subtotal		117	\$ 21,541	168	\$ 18,902	36	\$ 5,291	307	\$ 29,831	36	\$ 3,406	546	\$ 31,946	1215	\$ 110,917
Direct Cost Expenses															
Mileage/Parking		\$ 600													
Interpretation/Translation		\$ 1,200													
Outreach Supplies, Prizes, and Refreshments		\$ 1,600													
CBO Compensation		\$ 60,000													
Printing/Mailers		\$ 25,000													
Digital Engagement Tools		\$ 3,500													
Direct Cost Subtotal		\$ 91,900													
AA Total		\$ 202,817													
Task 5	10% Design Plan	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
5.1a	10% Design Plans (15 Connectors)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
5.1b	Renderings (15 locations)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
5.2	Connector Re-Prioritization	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
AA Total including Optional Tasks		\$ 202,817													

Project: Coachella Valley Regional Vehicle Miles Traveled Study

SERVICES CONTRACT
between
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
KIMLEY-HORN AND ASSOCIATES, INC.

THIS AGREEMENT is made and effective as of **December 2, 2024** between the Coachella Valley Association of Governments ("CVAG") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **December 2, 2024** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **September 30, 2025** unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **PROFESSIONAL AND PUBLIC OUTREACH** services consistent with the provisions of the Request for Proposals for the proposed **COACHELLA VALLEY REGIONAL VEHICLE MILES TRAVELED STUDY**, released on August 26, 2024, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response. The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant's Proposal/Bid)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$1,670,484.58** without a written amendment.

4. PERFORMANCE

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

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

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

5. ADDITIONAL STIPULATIONS

(a) Consultant must demonstrate a clear and significant nexus to all the Regional Early Action Planning Grants of 2021 (REAP 2.0) Goals and Objectives, as described in Section 9 of this Agreement, 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 this Agreement, and repayment of the Grant Funds.

(b) As a recipient of federal and state funds, provided through the Southern California Association of Governments (SCAG) and the Riverside County Transportation Commission (RCTC), CVAG 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 Agreement or to perform work under this Agreement, Consultant shall procure in compliance with all applicable federal, state, and local laws and regulations.

(c) The term "Sub-Consultant(s)" shall hereinafter refer to all entities that Consultant procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this Agreement 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.

(d) Upon request, Consultant shall provide information to the CVAG 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 "Procurement Documents"). For new Procurement Documents developed or finalized after the Effective Date of this Agreement, Consultant shall provide a copy of the

Project: Coachella Valley Regional Vehicle Miles Traveled Study

Procurement Document(s) to the CVAG Project Manager. CVAG may require documentation of Procurement Document(s) and Notices to Proceed before approval of invoice reimbursement.

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

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

6. INVOICES

(a) This Agreement 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 Exhibit B. All invoices submitted to CVAG for payment shall be e-mailed to ap@cvag.org and shall include the CVAG Project Manager as an electronic copy recipient.

(b) Invoices will be submitted monthly in accordance with Exhibit A. The invoice shall include, at a minimum, a narrative progress report section with a description of services performed by Consultant and Sub-Consultant(s) as well as progress toward completion of tasks related to the project for the prior reporting period, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. CVAG shall review invoices for compliance with this Agreement. If CVAG determines that the invoice is compliant with this Agreement, CVAG shall approve the invoice and issue payment to the Consultant.

(c) Incomplete or inaccurate invoices may be returned to Consultant for correction without payment until corrected and approved. CVAG may, at its discretion, disallow any unsupported costs and process the invoice. If Consultant 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 Consultant, and its Sub-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.

Project: Coachella Valley Regional Vehicle Miles Traveled Study

(e) The Parties acknowledge that CVAG's fiscal year is from July 1 to June 30. Consultant agrees to submit all invoices to CVAG for eligible expenses incurred through June 30th, no later than July 5th during the Term of this Agreement. CVAG shall not be obligated to pay Consultant for any invoice received after such date.

(f) Consultant shall submit its final invoice to CVAG within thirty (30) days of the completion of the project, but no later than October 10th, 2025, whichever is first. CVAG shall not be obligated to pay Consultant for any invoice received after such date.

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

7. REPORTING

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

8. ACCOUNTING

(a) Consultant 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) Consultant shall establish a separate ledger account for receipts and expenditures of project funds and maintain expenditure details in accordance with the Scope of Work, as outlined in Exhibit A.

(c) Consultant 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 project in accordance with GAAP.

9. ALLOWABLE USES OF GRANT FUNDS

(a) CVAG 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.

1. 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 Agreement as if set forth in full.
2. REAP 2.0 Objectives ("Objectives") include: (1) accelerating infill development that facilitates housing supply, choice, and affordability;

Project: Coachella Valley Regional Vehicle Miles Traveled Study

(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 Agreement as if set forth in full.

(b) Project funds shall only be used by Consultant for activities approved by CVAG and included in the Scope of Work, as outlined in Exhibit A.

(c) Project funds may not be used for administrative costs of persons employed by Consultant for activities not directly related to eligible activities.

10. WORK PRODUCTS

(a) For purposes of this Agreement, "Work Products" shall mean all deliverables created or produced under this Agreement including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this Agreement 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, or any of the Consultant's technology solutions software. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Consultant or Sub-Consultant(s) may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection

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

(c) SCAG shall own all Work Products. SCAG grants to RCTC, CVAG, Consultant, and Sub-Consultant 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 Agreement; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at RCTC, CVAG, Consultant, or Sub-Consultant'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 Consultant. Nothing furnished to CVAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as Consultant treats its confidential information, but in no case less than reasonable care.

11. INSURANCE ADDITIONS

(a) Consultant, 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 Agreement. The policies shall state they afford primary coverage.

Project: Coachella Valley Regional Vehicle Miles Traveled Study

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	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

Project: Coachella Valley Regional Vehicle Miles Traveled Study

	construction.	equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, <u>in</u> 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
--	---------------	--

Project: Coachella Valley Regional Vehicle Miles Traveled Study

		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.

Project: Coachella Valley Regional Vehicle Miles Traveled Study

(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 Consultant under this agreement.

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

1. CVAG, RCTC, SCAG, 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to CVAG, RCTC, SCAG, their officials and employees.
2. Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

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

Project: Coachella Valley Regional Vehicle Miles Traveled Study

in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

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

3. For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects CVAG, RCTC, SCAG, their officials and employees. Any insurance or self-insurance maintained by CVAG, RCTC, or SCAG shall be excess of Consultant's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CVAG, RCTC, SCAG, their officials and employees.
5. Consultant'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 CVAG, RCTC, SCAG, their officials, employees, and volunteers.

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

(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 CVAG.

(g) Consultant shall furnish CVAG 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 CVAG before work commences. Upon request of CVAG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(h) Consultant agrees to ensure that its Sub-Consultant(s) provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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 Consultant's Sub-Consultant(s) cannot comply with this requirement, which proof must be submitted to CVAG, Consultant shall be required to ensure that its Sub-Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Sub-Consultant(s)

scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its Sub-Consultant(s). This provision is intended solely to provide Consultant with the ability to utilize Sub-Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Consultant under this Agreement given the limited scope of work or services provided by the Sub-Consultant(s). Consultant agrees that upon request, all agreements with Sub-Consultant(s) will be submitted to CVAG for review.

12. INDEMNIFICATION - ADDITION

Consultant shall fully defend, indemnify and hold harmless CVAG, RCTC, SCAG, their 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, to the extent caused by or resulting from the negligence, recklessness, or willful misconduct of the Consultant in the performance of or otherwise related to the project or this Agreement. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from CVAG's, RCTC's, or SCAG's gross negligence or willful misconduct. The duty to indemnify, including the duty and the cost to defend, is limited to Consultant's proportionate percentage of fault.

13. RECORDS RETENTION

(a) Consultant and its Sub-Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the project, all work performed under this Agreement, 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 Consultant and its Sub-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.

(c) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

14. MONITORING AND AUDITS

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

(b) At any time during the term of this Agreement, CVAG, 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, Consultant shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.

(c) Consultant agrees that CVAG, 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 Agreement. Consultant agrees to provide any relevant information requested. Copies shall be made and furnished to CVAG upon request at no cost to CVAG.

(d) Consultant agrees to permit CVAG, 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 Agreement, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

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

15. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

(a) Consultant agrees to comply with all federal, state and local laws, rules and regulations applicable to this Agreement.

CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

(b) Non-Discrimination/Equal Employment Opportunity provisions:

1. During the performance of this Agreement, Sub-Recipient assures that no person shall be denied the Agreement'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, military and veteran status, or any

Project: Coachella Valley Regional Vehicle Miles Traveled Study

other unlawful basis, under the Projects or any program or activity funded by this Agreement, 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. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Consultant 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.
3. Consultant shall permit access by representatives of the Department of Fair Employment and Housing, CVAG, 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, CVAG, SCAG, or HCD shall require to ascertain compliance with this Section.
4. Consultant shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
5. Consultant 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. Consultant 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. Consultant, by signing this Agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Consultant shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).

Project: Coachella Valley Regional Vehicle Miles Traveled Study

(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:

1. Consultant 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
2. 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.

(f) Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the Consultant 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 Agreement 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).)

16. CONFLICT OF INTEREST

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

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

17. INDEPENDENT CONTRACTOR

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

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

power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

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

18. ASSIGNMENT

Neither Party shall assign the performance of this Agreement, any rights or interests in this Agreement, any monies due hereunder, or any part thereof, without the written consent of each Party to this Agreement, 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 Agreement shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

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

19. RELEASE OF INFORMATION

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

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

Consultant 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

Project: Coachella Valley Regional Vehicle Miles Traveled Study

as a result of or in connection with the performance of services under this Agreement without the prior written authorization of CVAG, except as provided under this Agreement or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this Agreement or its subject matter shall acknowledge CVAG and 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 CVAG and/or SCAG programs and funded work products, Consultant is required to notify and coordinate with CVAG's Project Manager and SCAG's Manager of Media and 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 CVAG and 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 shall be:

Alisha James

james@scag.ca.gov

(213) 236-1884

20. PAYMENT

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

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

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

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

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

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

21. INSPECTION OF WORK

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

22. SCOPE OF WORK CHANGES

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

23. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

24. DEFAULT OF CONSULTANT

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

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other

provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

25. UNDUE INFLUENCE

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

26. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

27. NOTICES

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

To CVAG:

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

To Consultant:

Michael Schmitt, Project Manager
Kimley-Horn and Associates, Inc.
555 Capitol Mall, Suite 300
Sacramento, CA 95814

28. MANAGEMENT

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

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

29. SUBCONTRACTS

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

30. LICENSES

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

31. GOVERNING LAW

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

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

32. FINAL PAYMENT CERTIFICATION AND RELEASE

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

33. ENTIRE AGREEMENT

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

34. FORCE MAJEURE

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

35. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____

Tom Kirk, Executive Director

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Michael Schmitt, Project Manager

EXHIBIT “A”

SCOPE OF WORK

1. Project Management

- **Kickoff meeting:** Within two weeks of contract execution, consultant shall coordinate with CVAG to schedule a project kickoff meeting. The kickoff meeting will provide an opportunity for CVAG staff and the consultant to review the Project scope and schedule, establish internal benchmarks and performance goals pursuant to those identified in section 5.2 of the RFP, and identify existing resources. Meeting may be virtual or in-person.
- **Periodic status meetings:** Over the course of the Project term, consultant shall meet with CVAG staff no less frequently than monthly, and more often as necessitated by Project needs and allowed for within the Project budget, to discuss the status of current task items. Status meetings will provide a forum for review and refinement of any in-progress activities and identification of any issues that may impact Project schedule, budget, or deliverables. Meetings may be virtual or in-person.
- **Invoicing and progress reports:** Consultant shall provide itemized invoices to CVAG on a monthly basis, to include, at a minimum, hours spent per person per task and to-date expenditures on each task. Each invoice shall be accompanied by a progress report to include, at a minimum, a summary of the actions completed during the previous reporting period, the estimated percent-complete for each task, conformance to Project schedule, proposed actions to take place during the next reporting period, and tracking of the performance metrics identified in section 5.2 and reviewed during the kickoff meeting. CVAG may alter the reporting requirements over the course of the Project.

Project Management deliverables: Meeting agendas and minutes, project invoices, and monthly progress reports.

2. Measuring VMT in the Coachella Valley

- **Current practices:** Consultant shall survey CVAG member jurisdictions to determine processes currently in use to measure and address VMT. The survey will also address agency priorities regarding development, housing, and infrastructure improvements, focusing on active transportation and transit.
- **Baseline conditions:** Consultant shall review existing data and models and compare baseline setting methodologies with a focus on applicability to the Coachella Valley. This review shall establish best practices for setting local and regional baselines against which future VMT can be compared utilizing local data. The baseline conditions calculated will serve to provide a comparison among the datasets to determine which provides the best representation of real-world conditions as well as which would be most advantageous to use for VMT policy setting and VMT reduction calculations based on each of CVAG's member agencies' priorities.

Project: Coachella Valley Regional Vehicle Miles Traveled Study

- VMT analysis methodology: Consultant shall analyze and compare VMT analysis methodologies across project and land use types, and identify appropriate screening criteria based on local and regional data.
- Impact thresholds: Consultant shall identify strategies to determine impact thresholds that indicate locally and regionally significant impacts to transportation. Strategies should promote statewide and regional goals, including those found in the California Priority Climate Action Plan and other statewide or regional planning documents. Consultant shall further determine how thresholds may differ across rural, suburban, or downtown areas. Thresholds will be quantified using local and regional data. Consultant will use previously approved projects, at least three per agency, to perform case study analyses on the thresholds and screening criteria developed as a part of this task. The analysis will compare the results against the previously used criteria, where applicable, to compare how the project's impact would change with the new thresholds and screening criteria.

Measuring VMT in the Coachella Valley deliverables: Technical report documenting survey results determining applicability of extant VMT methodologies, screening criteria, sketch tools, and impact thresholds to the specific conditions present in the Coachella Valley. As applicable, agency specific screening criteria and impact thresholds for use during environmental review, to include at least three (3) case studies per agency to demonstrate the effects of thresholds and criteria established in this task and technical memorandum summarizing the results.

3. Traffic Demand Management Strategies

- Existing planning and TDM documents for the region: Consultant shall survey existing planning tools, traffic demand models, and extant plans being implemented by local agencies, and assess efficacy within the Coachella Valley.
- Applicable TDM strategies: Consultant shall identify TDM strategies that can be implemented and expanded in the Coachella Valley, and shall determine the applicable scale (project, jurisdiction, region) and quantify the reduction in VMT from each strategy. Strategies should promote statewide and regional goals, including those found in the California Priority Climate Action Plan and other statewide or regional planning documents.
- Affordable housing and equitable mobility analysis (Consultant Proposed Task): Consultant shall complete a detailed VMT analysis of affordable housing and its potential for reducing regional VMT. This analysis will, at a minimum, compare the trip generation rates, mode share, and trip distances of existing affordable housing within the Coachella Valley to market rate housing. Consultant shall also complete a co-benefit analysis identifying equitable mobility enhancements in the Coachella Valley and elevate mobility needs of historically disadvantaged populations at locations throughout the Valley.

Traffic Demand Management Strategies deliverables: Technical memo and comparison matrix of available traffic demand models, tools, and plans, scored by VMT reduction and compatibility for Coachella Valley.

4. Regional VMT Applications

- Potential VMT mitigation strategies: Consultant shall identify how VMT mitigation may be used to incentivize infill development and alternative transportation in the Coachella Valley. Consultant shall assess the utility of TDM approaches, novel VMT exchanges or mitigation banks, or existing programs to reduce VMT. If a VMT mitigation program is determined to be feasible for CVAG, Consultant shall develop a draft implementation program. Consultant is encouraged to consider opportunities created by Executive Order N-2-24, issued by Governor Gavin Newsom on July 31, 2024.
- Updating TUMF program to include VMT: Consultant shall determine the feasibility of incorporating VMT considerations into the current TUMF program, either by replacing trip generation as the primary measurement unit, offering discounts for reduced VMT projects, or other means, without reducing the overall funding capacity of the program to meet population growth needs. If it is determined that VMT should be used rather than trips, the total VMT by land use category will be determined using the appropriate methodology as determined by Task 2. In assessing the feasibility of incorporating VMT into CVAG's TUMF program, Consultant shall consider applicability of recent Supreme Court decisions on development of a future nexus study and the impact of AB 602 on assessing any development impact fee on residential land uses.
- Strategy for implementing VMT into TPPS: Consultant shall analyze the ability of VMT to be incorporated into the existing TPPS to promote infill development, transportation improvements within disadvantage communities (e.g., those designated through the federal Justice40 methodology), and alternative transportation while still accommodating future population growth. Potential approaches may include weighting projects by VMT generated, including capacity for ATP buildout in prioritization, or other means.

Regional VMT Applications deliverables: Technical memo detailing the available VMT mitigation strategies most applicable to the Coachella Valley at both local and regional scales, including a regional VMT mitigation program; technical report identifying strategies to incorporate VMT into TUMF and TPPS, including consideration of induced demand; and analysis of how incorporation may alter fee program and project ranking, to include discussion of how regional arterial program may be implemented such that infill development and alternative transportation are incentivized within the Coachella Valley.

5. Outreach and Engagement

- Stakeholder engagement plan and database (Consultant Proposed Task): The Consultant will develop a comprehensive Stakeholder Engagement Plan that will describe the specific tactics and methods needed to support the Project, including a stakeholder database to include civic groups, local community-based organizations, neighborhood associations, regional institutions, public agencies, residents, businesses, and mobility interest groups such as local bicycle organizations. The database will also include relevant departments for all regional agencies and Tribal groups.

Project: Coachella Valley Regional Vehicle Miles Traveled Study

- **Technical advisory committee:** Consultant shall regularly convene meetings with local agency staff and relevant civic and community groups to provide information on existing issues and remedies and to provide direction and feedback on feasibility of proposed strategies. At least seven meetings are anticipated over the course of the Project, although more may take place as necessitated by Project needs and allowed for within the Project budget. Meetings may be virtual or in person.
- **Community outreach:** Consultant shall coordinate and conduct general purpose outreach in accordance with an outreach plan, which outreach may include focus groups, surveys, workshops, and pop-up events. Outreach materials and activities will be designed to reach the widest possible audience, including participants from disadvantage communities (e.g., those designated through the federal Justice40 methodology) and non-English speakers, and will include interactive methods to solicit responses. At least five community events are anticipated over the course of the Project, although more may take place as necessitated by Project needs and allowed for within the Project budget. Workshops may be virtual or in-person.
- **Committee briefings:** Consultant shall brief CVAG committees as necessary. At least three briefings over the course of the Project are anticipated, although more briefings may take place as necessitated by Project needs and allowed for within the Project budget. Committee briefings will likely be in-person, unless remote participation is approved in writing by CVAG.
- **Grant funding application development:** Consultant shall assist CVAG in determining eligibility for state and local grants. CVAG may apply for funding to further implementation of Project findings and deliverables, and as such, Consultant will develop one or more grant applications in collaboration with staff. Consultant will be responsible for assembling the necessary grant applications and supporting documents for each grant CVAG elects to pursue.

Outreach and Engagement deliverables: Community outreach plan; stakeholder database; workshop and meeting agendas, presentations, and minutes; outreach surveys, project website, digital outreach toolkit; committee presentations, completed grant applications as appropriate.

6. CEQA Streamlining Solutions (Consultant Proposed Task)

- **CEQA transportation analyses in the Coachella Valley:** Consultant will develop a template mitigation approach to CEQA transportation analysis procedures and technical documentation for CVAG's member agencies to use with a new General Plan EIR or for completing a supplemental EIR for an existing General Plan. The template will provide agencies with maps of VMT efficiencies by land use type (assumed to be residential, office, and up to two other uses as selected by CVAG) allowing a lead agency to quickly identify a project's VMT impacts, its VMT mitigation needs, as well as mitigation measures that are applicable in that jurisdiction.
- **Mitigation fee cap analysis:** Consultant will perform an analysis of feasible caps on mitigation fees for residential, retail, office, and industrial land use projects within

Project: Coachella Valley Regional Vehicle Miles Traveled Study

the Coachella Valley based on what the market can bear and CEQA considerations for meeting the reasonable mitigation requirement. The analysis will inform CVAG as to whether a regional fee-based VMT mitigation program is viable in the Coachella Valley. If the resulting decision is to proceed with a regional fee based VMT mitigation program, the findings will provide CVAG with the necessary background to include fee caps in General Plans or other regional planning documents, providing applicants with financial certainty while still demonstrating a reasonable attempt to mitigate.

CEQA Streamlining Solutions deliverables: Model EIR for CVAG's member agencies providing streamlined VMT analyses, technical memorandum summarizing the economic analysis for feasible mitigation limits and resultant findings.

DRAFT

Exhibit “B”

PRICE FORMULA

See following page(s).

DRAFT

Coachella Valley Association of Governments
Coachella Valley Regional Vehicle Miles Traveled (VMT) Study

		Kimley-Horn and Associates, Inc.									
		Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst	Project Support	TOTAL HOURS	TOTAL COST
Category/Title	Direct Rate	\$129.38	\$109.82	\$98.36	\$83.04	\$70.21	\$57.22	\$49.62	\$38.69		
Billing Rate	Fee%	\$421.90	\$358.12	\$320.75	\$270.79	\$228.95	\$186.59	\$161.81	\$126.17		
Task 1	Project Management	4	104		152				32	292	\$ 84,129.63
1.1	Kickoff Meeting	4	16		24					44	\$ 13,916.52
1.2	Progress Meetings including Agendas and Minutes		40		80					120	\$ 35,988.06
1.3	Invoicing		24		24				16	64	\$ 17,112.53
1.4	Monthly Progress Reports		24		24				16	64	\$ 17,112.53
Task 2	Measuring VMT in Coachella Valley	4	152		280		420	600	12	1468	\$ 308,911.82
2.1	Current Practices		24		40		60	80	4	208	\$ 44,071.49
2.2	Baseline Conditions		40		80		120	160		400	\$ 84,268.68
2.3	VMT Analysis Methodology		40		80		80	120		320	\$ 70,332.60
2.4	Impact Thresholds	2	24		40		80	120		266	\$ 54,614.86
2.5	Case Study Analysis	2	24		40		80	120	8	274	\$ 55,624.19
Task 3	Traffic Demand Management Strategies	24	136		176	64	280	440		1120	\$ 244,584.23
3.1	Existing Planning and TDM Documents	8	24		40		40	80		192	\$ 43,210.20
3.2	Applicable TDM Strategies	8	80		80	40	160	200		568	\$ 125,062.90
3.3	Affordable Housing Analysis	4	24		40		80	120		268	\$ 55,458.66
3.4	Co-Benefit Analysis	4	8		16	24		40		92	\$ 20,852.47
Task 4	Regional VMT Applications	22	160	80	280	80	400	520		1542	\$ 345,156.59
4.1	Potential VMT Mitigation Strategies	16	80	80	120	80	160	200		736	\$ 174,087.80
4.2	Updating TUMF Program	4	40		80		120	160		404	\$ 85,956.30
4.3	Strategy Implementation for VMT into TPPS	2	40		80		120	160		402	\$ 85,112.49
Task 5	Outreach and Engagement	4	112	8	128		124	200	16	592	\$ 136,542.29
5.1	Stakeholder Engagement Plan and Database		8		16		24	40	8	96	\$ 19,157.55
5.2	Technical Advisory Committee		24	8	24					56	\$ 17,659.85
5.3	Community Workshops	4	16		24		40	40		124	\$ 27,852.60
5.4	Committee Briefings		40		24			40		104	\$ 27,296.15
5.5	Grant Funding Application Development		24		40		60	80	8	212	\$ 44,576.16
Task 6	CEQA Streamlining Solutions	4	24	32	64	24	120	200	4	472	\$ 98,629.60
6.1	CEQA Streamlining Solutions	4	24	32	64	24	120	200	4	472	\$ 98,629.60
	TOTAL HOURS	58	664	88	1016	144	1224	1760	60	5014	
	Subtotal Labor:	\$24,470.45	\$237,791.50	\$28,225.91	\$275,123.60	\$32,969.19	\$228,389.47	\$284,784.42	\$7,570.02		\$ 1,217,954.16
	Other Direct Costs										\$ 452,530.42
	Labor Escalation										\$ 18,269.31
	Streetlight Data										\$ 35,000.00
	TREDLite VMT (2-year license)										\$ 50,000.00
	Project Website & Public Coordinate										\$ 4,000.00
	Milage, flights, etc.										\$ 5,000.00
	Arellano Associates, Inc (Subconsultant)										\$ 340,261.10
	TOTAL COST:										\$ 1,670,484.58

Coachella Valley Association of Governments
Coachella Valley Regional Vehicle Miles Traveled (VMT) Study

		ARELLANO ASSOCIATES							Total Hours	Total Costs
Name	Category/Title	Jessica Harleaux	Emily Kiefer	Kyle Santiago	Rachael Potts	Dan Oberle	Keven Michel	Noah Kim		
		Project Manager	Sr. Project Coordinator	Creative Lead	Project Coordinator	Innovation Manager	Tech Coordinator	Asst. Project Coordinator		
		Direct Rate	Direct Rate	Direct Rate	Direct Rate	Direct Rate	Direct Rate	Direct Rate		
	Billing Rate	\$179.99	\$119.99	\$137.49	\$94.99	\$144.99	\$92.49	\$57.50		
Task 1	Project Management	20	20						40	\$ 5,999.66
1.1	Kickoff Meeting	5	5						10	\$ 1,499.92
1.2	Meeting Agendas and Minutes									
1.3	Invoicing									
1.4	Monthly Progress Reports	15	15						30	\$ 4,499.75
Task 2	Measuring VMT in Coachella Valley									
Task 3	Traffic Demand Management Strategies									
Task 4	Regional VMT Applications									
Task 5	Outreach and Engagement	115	220	36	483	48	40	770	1712	\$ 152,861.44
5.1	Stakeholder Engagement Plan and Database	12	24		16			110	162	\$ 12,884.28
5.2	Technical Advisory Committee	7	17		18			42	84	\$ 7,424.58
5.3	Outreach Materials and Notification Activities	32	56	28	160	48		210	534	\$ 50,562.17
5.4	Community Events	48	94		220			320	682	\$ 59,216.68
5.5	Engagement Tools	10	18	8	32		40	60	168	\$ 15,249.15
5.6	Committee Briefings	3	6		12			12	33	\$ 3,089.83
5.7	Outreach Documentation	2	4		9			16	31	\$ 2,614.85
5.8	Grant Application	1	1		16				18	\$ 1,819.90
	TOTAL HOURS	135	240	36	483	48	40	770	1752	
	Subtotal Labor:	\$24,298.64	\$28,798.39	\$4,949.72	\$45,882.43	\$6,959.61	\$3,699.79	\$44,272.52		\$ 158,861.10
	Other Direct Costs									\$181,400.00
	Mileage/Parking									\$ 1,600.00
	Statistically Valid Survey									\$ 50,000.00
	CBO Compensation									\$ 90,000.00
	Outreach materials, refreshments, and incentive prizes									\$ 1,200.00
	Digital engaement tools									\$ 7,000.00
	Printing									\$ 1,600.00
	Video Production & Advertising									\$ 30,000.00
	TOTAL COST:									\$ 340,261.10

127.26% Overhead %
10% Fee%

ITEM 7N

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: California Energy Commission Equitable Building Decarbonization and I-REN Executive Committee Meeting Update

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

Recommendation: Authorize the Executive Director to advocate and take steps to ensure that CVAG's jurisdictions' underserved communities receive their fair share of SoCal Equitable Building Decarbonization Coalition's deployment of the California Energy Commission's Equitable Building Decarbonization Direct Install Program utilizing the Inland Regional Energy Network

Energy & Sustainability Committee: Concurred (Meeting of November 14th)

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN) for the Inland Empire, known as Inland Regional Energy Network (I-REN). I-REN is governed by an Executive Committee, with CVAG's votes represented by the Energy & Sustainability Committee Chair, or Vice Chair as needed. Based on previous CVAG committee direction, CVAG's Energy & Sustainability Committee reviews the items being presented to the I-REN Executive Committee and provides direction to the Chair on how to vote for the region.

California Energy Commission Equitable Building Decarbonization Program

In 2024, the California Energy Commission (CEC) awarded \$329 million to the Southern California Equitable Building Decarbonization Coalition (SoCal EBD Coalition), as the regional administrator for the Equitable Building Decarbonization Direct Install Program, Southern Region. Under the leadership of Los Angeles County, the SoCal EBD Coalition comprises a diverse and experienced group of CBOs, councils of government (COGs), community choice aggregators (CCAs), regional energy networks (RENs), and program implementation experts. I-REN is a partner of the SoCal EBD Coalition to support implementation and outreach efforts in San Bernardino and Riverside Counties.

This program seeks to expedite the decarbonization of residential buildings in Southern California, with a particular focus on historically underserved communities. The SoCal EBD Coalition will implement the Program across Southern California, including San Bernardino and Riverside Counties. This initiative will directly benefit low-income households residing in single-family, multi-family, and manufactured homes (built pre-2000) within under-resourced communities by installing energy-efficient electric appliances, energy efficiency measures, and related upgrades.

The CEC, SoCal EBD Coalition, and stakeholders will pre-launch program activities later this year, with residential installations starting mid-2025. CEC fund approval is anticipated at the November or December 2024 Business Meeting, followed by contract execution two weeks later.

To support outreach in San Bernardino and Riverside Counties, WRCOG staff, on behalf of I-REN, will release an Request for Qualifications (RFQ) to identify CBOs with experience in culturally appropriate outreach, education, and support for participating households and communities with geographical presence and familiarity in the Inland Empire (including Coachella Valley, high desert, low desert, San Bernardino mountain region(s), San Gorgonio Pass, and San Jacinto Valley) to support marketing, education, and outreach for the EBD DI Program.

The RFQ will be released in November and a recommendation will be brought to the I-REN Executive Committee in January 2025 with the proposed CBOs. In the interim, WRCOG will enter a Memorandum of Understanding (MOU) with Los Angeles County with a funding amount to be determined which will primarily fund CBOs for their marketing, education, and outreach to the historically underserved communities.

Of the three I-REN agencies, CVAG staff has shown the most interest in decarbonization programs that can directly benefit local residential properties instead of governmental buildings. The recommended action would authorize the Executive Director to advocate and seek out any opportunities to lead programmatic investments to make sure as much funding as possible is directly benefitting local residents.

Recap of recent actions

The I-REN Executive Committee last met on October 15. Among the actions approved:

- I-REN established a bench of on-call consultants to represent I-REN at events, provide education and outreach, and support programs like the Energy Fellowship. Two Coachella Valley based firms – Burke Rix Communications and CV Strategies – were among the five selected consultants.
- As part of I-REN's workforce development efforts, the Executive Committee approved a memorandum of understanding to partner with the Inland Economic Growth and Opportunity (IEGO), which will allow for shared resources and data to bolster energy sector workforce initiatives through 2027.
- The Executive Committee authorized WRCOG's Executive Director to enter into an agreement with Public Health Institute (PHI) to operate the I-REN Energy Fellowship Program. This CivicSpark program was previously hosted under CivicWell, but is now under PHI.

In addition to the October meeting, CVAG staff has been working closely with the I-REN Technical Assistance consultants and with member jurisdictions to identify and prioritize energy efficiency projects at public buildings and tribal facilities. This process involves requesting energy data, identifying eligible facilities, and validating the information with jurisdictional staff. This will result in Energy Resiliency Roadmaps for each jurisdiction that highlight buildings with the highest energy costs and usage.

Following the development of these roadmaps, the I-REN team will conduct energy audits on recommended facilities, or on specific facilities at the request of the jurisdiction. If an audit identifies a potential 10% or greater reduction in kilowatt-hour usage at the meter, an engineering consultant will perform a facility walkthrough audit to catalog energy-consuming equipment. A list of prioritized projects is anticipated to be presented in the new year.

Fiscal Analysis: There is no additional cost to CVAG for these items. Staff time dedicated to I-REN and the costs of the services of consultants are covered through the I-REN budget.

ITEM 70

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: Coordination with Imperial Irrigation District's Coachella Valley Energy Commission

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

Recommendation: Authorize the Executive Director to execute Amendment No. 3 for a six-month extension of the Memorandum of Understanding between CVAG and the Imperial Irrigation District to provide a coordinator for the Coachella Valley Energy Commission

Background: Having direct representation on electrical service matters for the communities served by the Imperial Irrigation District while protecting IID's water rights has been a top priority for the region. To help facilitate a process by which an alternative governance structures would be studied by key stakeholders, in 2021, the Imperial Irrigation District, in cooperation with impacted Coachella Valley agencies, established the Coachella Valley Energy Commission (CVEC). The purpose of the CVEC is to serve as an intermediary body to bring key stakeholders together to identify a preferred governance alternative to help solve questions and concerns regarding the lack of Coachella Valley representation on IID's electrical service matters.

As an agency that tackles regional challenges and issues of concern, CVAG was identified as key agency that can serve to be the liaison between IID and impacted Coachella Valley communities. To that effect, CVAG and IID entered into a Memorandum of Understanding in February 2022, to serve as a liaison and coordinate activities of CVEC. As stipulated in section 5.06 of the Coachella Valley Energy Commission bylaws, IID shall appoint, in collaboration with the Coachella Valley Association of Governments, a Coordinator (the "Coordinator") for the Commission and its members. Specifically, CVAG Program Manager Emmanuel Martinez was appointed to fulfil the coordinator role. The MOU also allows for the recovery of CVEC coordinator staff time cost from IID, which is up to \$3,000 per month.

The covered activities include serving as a liaison between CVAG and the CVEC, including attending monthly CVEC meetings and providing both organizations with updates and reports as needed. It also covers agenda planning, monitoring or attending IID Board of Directors meetings and providing CVEC updates to CVAG's Executive and Energy & Sustainability Committees as needed.

In February 2023, the Executive Committee approved for the Executive Director to enter into Amendment No. 1, which extended the agreement to December 31, 2023, with an option to extend one additional year. On December 31, 2024, the MOU between IID and CVAG is set to expire. However, there remains additional work to be completed to coordinate activities as CVEC considers a creation of a joint powers authority for the Coachella Valley that will serve to elevate

representation on electrical matters for Coachella Valley communities. Therefore, staff is seeking a six-month extension to the current MOU to allow for the seamless transition from CVEC to the proposed Coachella Valley Power Agency Joint Powers Authority.

Coachella Valley Power Agency Joint Powers Authority

CVAG authorized an agreement with Leading Resources Incorporated to facilitate discussions at CVEC that will help arrive at preferred governance alternative. Although CVEC members express a desire to establish an independent and vertically integrated utility as a long-term goal, costs and the inability of existing elected officials to serve in such capacity currently make that option infeasible. As an interim alternative that can provide immediate representation, the formation of a joint powers authority was agreed upon by CVEC members. This option also aligns with the recommendation made by the joint Imperial and Riverside Counties Local Agency Formation Commission study that was completed last year as a result of legislative efforts by then-Assemblymember Chad Mayes.

As part of the CVEC strategic planning and facilitation process led by LRI, CVAG was identified as the government agency that can host, administer and manage the JPA. To that end, over the summer months, CVAG's Executive Director along with a CVEC ad-hoc committee worked to develop a JPA agreement that is representative of the diverse interests of Coachella Valley communities seeking to elevate their voice on IID's electrical matters. The ad-hoc committee was comprised of the city managers of the City of La Quinta, Coachella, and Indio; the general manager of the Coachella Valley Water District; and a representative of Riverside County and the Twenty-Nine Palms Band of Mission Indians. The result was the draft of the Coachella Valley Power Agency Joint Powers Authority agreement (CVPA JPA).

On November 15, CVEC held a meeting to consider endorsing the CVPA JPA via adoption of a resolution. However, members of CVEC not on the ad hoc committee requested additional time to review the CVPA JPA agreement. Following that meeting, CVAG staff shared the CVPA JPA agreement and associated materials with all members of CVEC and requested, specifically, feedback, input, comments, and edits on the draft CVPA JPA agreement. The deadline provided to submit feedback to CVAG was December 2. At the time of the writing of this staff report, no feedback has been provided but an update regarding input on the CVPA JPA will be provided to CVEC prior to their vote.

CVEC is scheduled to reconvene on December 12, to consider taking an action to endorse the JPA. If the JPA is approved, it is anticipated that the December meeting would be the last meeting of CVEC. Under the direction previously authorized by the Executive Committee, CVAG's Executive Director will work with the JPA members to craft a staffing agreement that would come back to CVAG for consideration and approval.

Staff recommends approval of Amendment No. 3 to provide up to an additional six months of the existing agreement to extend the coordinator position through June 2025 unless terminated sooner under a different staffing agreement. With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes.

Fiscal Analysis: Amendment No. 3 would cover the costs of CVEC coordinator staff time, up to \$3,000 per month through June 2025. This agreement may be terminated sooner if a different staffing agreement is agreed upon.

Attachment: Amendment No. 3 with IID

AMENDMENT NUMBER THREE
to the
MEMORANDUM OF UNDERSTANDING
With
IMPERIAL IRRIGATION DISTRICT
Regarding
COORDINATOR FOR THE COACHELLA ENERGY COMMISSION

This **AMENDMENT NUMBER THREE** is made and entered into this 2nd day of December 2024, by and between the **Coachella Valley Association of Governments**, a California joint powers agency ("**CVAG**"), and **Imperial Irrigation District**, a California special district ("**IID**"), and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated February 28, 2022 regarding Coordinator for the Coachella Valley Energy Commission.

- 1. This Amendment Number Three extends the term of the agreement to June 30, 2025.**

Original Agreement	February 28, 2022	\$3,000 Monthly
Amendment Number One	February 27, 2023	No Cost
Amendment Number Two	November 21, 2023	No Cost
Amendment Number Three	December 2, 2024	<u>No Cost</u>
Total Agreement Not-to-Exceed		\$3,000 Monthly

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

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

IMPERIAL IRRIGATION DISTRICT

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Jamie Asbury
General Manager

ITEM 8A

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: Urban and Community Forestry Program – Shade Trees for Southern California’s Deserts

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

Recommendation: Authorize the Executive Director to enter into the necessary agreements to partner with Imperial Irrigation District to implement the Shade Trees for Southern California Deserts program, including planting 6,000 trees in Imperial and Riverside Counties over a three-year period, pending final authorization by the California Department of Forestry and Fire Protection

Energy & Sustainability Committee: Concurred (Meeting of November 14th)

Background: A top priority of the Energy and Sustainability Committee has been addressing climate change and mitigating increasingly extreme heat temperatures via urban greening. As part of this priority, and to help ensure effective urban greening strategies are implemented, CVAG has invested in developing an Urban Greening Guide, to meet the needs of the Coachella Valley by identifying native drought tolerant plant species that cool surrounding areas and provide reprieve from the heat for residents and visitors. To continue to build on these efforts, in May 2024, CVAG partnered with the Imperial Irrigation District (IID) to develop and submit a grant proposal to the California Department of Forestry and Fire Protection’s (Cal Fire) Urban and Community Forestry Program. This summer, IID and CVAG were notified of Cal Fire’s intent to award IID and CVAG \$2.9 million for the Shade Trees for Southern California’s Deserts program, to plant 6,000 trees across eastern Riverside and Imperial Counties, pending final review and approval from CalFire.

In 2022, the Inflation Reduction Act (IRA) allocated \$1.5 billion in new funding for the United States Department of Agriculture’s (USDA) Urban and Community Forestry (UCF) Program. The goals of the program are to increase equitable access to urban tree canopy and associated health, environmental and economic benefits, with a focus on disadvantaged communities; broaden community engagement in urban forest planning; and increase resilience to climate change and extreme heat. In 2023, CVAG and IID staffs partnered to submit an urban greening grant to the USDA’s UCF discretionary grant program. Although the grant application was not funded, the effort helped to develop a plan that can be leveraged for future urban greening grant opportunities.

As part of the same IRA funding, the State of California received a state allocation through the formula component of the IRA UCF, of which \$30.8 million was made available for grant projects at a community, regional, or statewide scale. Leveraging the past work, as well as IID’s Tree for All Program – which is a popular and oversubscribed program – CVAG and IID staffs

partnered again to submit grant to Cal Fire's UCF program. The Cal Fire UCF program identified six grant types, each of which have specific requirements. CVAG and IID applied under the Urban Forestry Regional or Statewide Impact, which provided funding for projects implemented throughout a large geographic area. This category also provided for the largest maximum funding amount, which is \$3 million (all other categories' maximum grant request was capped at \$1.5 million).

In September 2024, CVAG and IID were notified by Cal Fire of their intent to award funds to the Shade Trees for Southern California's Deserts program. However, Cal Fire's notification letter stated that the award is conditioned upon final review of the project scope and budget, which may require revisions or adjustments. At the time of writing this staff report, CVAG and IID are still awaiting final approval from Cal Fire before any grant agreements are executed.

The Shade Trees for Southern California Deserts will significantly boost urban greening efforts in Imperial and Riverside County. The grant proposal is a three-year, 6,000 tree planting project, of which half will go to the Coachella Valley and the other half to Imperial County communities served by IID. The proposed project would be led by IID with support from CVAG. It will focus on planting 15-gallon trees in disadvantaged communities and under-represented demographic groups with environmental, social, and economically identified needs. Using a two-pronged approach, half of the trees will be planted in residential properties, and half will be planted in public spaces.

This program will leverage the planning, organization and management tools and experience of IID under their Tree for All Program. In 2021, the Imperial Irrigation District (IID) created the Tree for All program, which is a public benefits program with the vision to make Urban Forestry accessible to their entire region. Since its inception, more than 1,400 15-gallon trees have been planted in and around the Imperial and Riverside communities. With increased interest in their efforts, the IID and CVAG now aims to expand their original Urban Forestry vision through new partners and an ambitious tree-planting goal, extending Urban Forestry into the underrepresented region of the Southern California desert.

Staff is now recommending that the Executive Director be authorized to execute any agreements with IID, Cal Fire and other partners to implement the program. When the grant agreement is finalized, the project deliverables include urban forestry planning, planting and maintenance; widespread urban forest education and stewardship; local economic stimulation; and community engagement. Through the dual-immersive approach of planting trees on both public and private properties, this program will reach a larger percentage of the underserved community. Through mass planting of 6,000 trees, the program will protect, enhance, and expand equitable urban tree canopy cover to maximize community access to socio-economic benefits in disadvantaged areas and nature deprived communities experiencing low tree canopy, extreme heat, and poor access to parks and nature.

Fiscal Analysis: IID and CVAG submitted a \$2,975,163 grant request to Cal Fire's UCF program. However, as noted in the staff report, IID and CVAG staff are awaiting final review by Cal Fire. If Cal Fire determines a different award amount, this may have an impact on the scope of work or the grant award amount, which may impact the program's proposed budget and associated cost-share.

Although matching funds are not required given that all benefits must accrue to disadvantaged communities, IID and CVAG provided a match to increase the application's competitiveness. If fully funded, the cost share or match proposed is \$500,000. Of that amount, CVAG is

committing \$20,000 in staff time to support outreach, education and coordination efforts in the Coachella Valley over the three-year grant period, which comes to about \$6,666 per year. The remaining matching funds are allocated by IID.

ITEM 8B

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: Anticipated Community Project Funding (Earmarks)

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

Recommendation: Authorize the Executive Director to take the necessary steps and enter into the necessary agreements to accept federal dollars through Community Project Funding for the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) project on Indian Canyon Drive and the CV Link North Shore/Salton Sea extension project in the amounts of \$5 million and \$250,000, respectively

Transportation Committee: Concurred (Meeting of November 4th)

Background: CVAG and its member agencies routinely seek state and federal funding in order to ensure the region is receiving its fair share and to maximize regional transportation funding. In April, staff responded to community project funding (CPF) solicitation requests by Reps. Ken Calvert and Raul Ruiz.

Starting in 2022, Members of Congress began a new process to request community project funds or earmarks for specific projects and established certain requirements to ensure transparency and accountability. According to the United States Government Accountability Office, in Fiscal Year 2023, Congress designated \$15.3 billion for about 7,200 local or community projects through this new process. In Fiscal Year 2022, the designated funds totaled \$9.1 billion for approximately 5,000 projects. An analysis of prior funding awards under the CPF showed the majority of projects funded were within the \$3-\$5 million range.

CVAG had submitted two requests for this funding cycle. To leverage and supplement the funding already secured for the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) Indian Canyon Drive, staff submitted a CPF request to Rep. Calvert to assist with construction of the project. Separately, CVAG in partnership with Alianza Coachella Valley submitted a funding request to Rep. Ruiz to help plan for the extension of CV Link to the North Shore/Salton Sea area. Each of these funding requests were for \$5 million.

In July, the House Appropriations approved \$250,000 for the CV Link extension project. The request for ACCESS Indian Canyon Drive was approved at the full amount requested. A list of the House Appropriations' final Transportation, Housing, and Urban Development funding requests under the CPF program can be found [here](#).

Although the funding requests submitted by CVAG have been approved by the House Appropriations Committee, there are additional steps in funding approval process that must occur before the funding is secured. These include approval by the House, which is anticipated to vote on the Transportation, Housing and Urban Development appropriations at some point after the election. Once approved by the House, the Senate will have to approve as well. If there are any funding conflicts or constraints, it is possible that the appropriations bill goes to conference committee to resolve any issues.

CVAG staff is cautiously optimistic as staff from its congressional delegation indicated that it is rare for projects to be amended after each House Appropriations approves the projects and associated funding levels. Staff will continue to work with the offices of Reps. Ruiz and Calvert to track the spending bill and CVAG's CPF requests.

If Rep. Calvert's CPF is approved, the funding secured for ACCESS would increase to \$62.6 million. CVAG's ACCESS Indian Canyon Drive project has also secured \$50 million from the state and \$7.6 million from the Southern California Association of Governments. The current estimated cost of this project is \$108 million. Other Coachella Valley transportation CPF requests from Rep. Calvert that have been conditionally approved include:

- City of Palm Springs Airport Bag Claim Lobby Expansion: \$2,500,000
- City of Indian Wells' Whitewater Channel Lining Project: \$5,000,000
- City of La Quinta's Washington Street Improvements: \$3,130,000
- City of Rancho Mirage Via Vail Roadway Improvement Project: \$2,000,000
- City of Palm Desert's Cook Street Bridge Project: \$5,000,000

As it relates to the CV Link Extension project, the CPF funding request may be initial funds to help spur the feasibility of extending the CV Link to the North Shore/Salton Sea area. CVAG's request to Rep. Ruiz for \$5 million was to cover the costs of completing the environmental documents and conducting community outreach and engagement to help shape and refine the project to the community's needs. However, given that only \$250,000 has been conditionally approved, these funds could be used for planning and community engagement and may help to leverage additional funds for the project in the future. Other transportation projects conditionally approved for funding under Congressman Ruiz's CPF include:

- City of Desert Hot Springs' Indian Canyon Drive Bridge Project: \$850,000
- City of Indio's Monroe Street & Interstate 10 Interchange Project: \$850,000
- CV Public Cemetery Road Rehabilitation Project: \$1,000,000

In anticipation of Congressional approval, CVAG staff is recommending the Executive Director be authorized to take the necessary steps to approve the earmark funding.

Fiscal Analysis: The anticipated funding for the ACCESS Indian Canyon project and for the CV Link extension will reduce the amount of regional transportation funding needed to complete these projects. CVAG utilizes external funding sources before any cost sharing agreements with the local jurisdictions, which are typically done on a 75-25 percent split.

The anticipated \$5 million in funding for CVAG's ACCESS Indian Canyon Drive project is added to the \$57.6 million in outside funding already secured. The current estimated cost of this project is \$108 million.

The earmark for the CV Link extension would be a partial award of \$250,000. The funding is likely to be used for planning and community engagement funds, and to leverage efforts to secure additional funding for project design.

ITEM 8C

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Next Funding Phase for the Jackson Street/ Interstate 10 Interchange Project

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

Recommendation: Authorize the Chair and Executive Director to execute Amendment No. 4 to the Reimbursement Agreement with the City of Indio and the County of Riverside for the Jackson Street/ Interstate 10 Interchange Project, providing an additional not-to-exceed amount of \$4,875,000 in regional funding for the Right-of-Way Acquisition (ROW) Phase

Transportation Committee: Concurred (Meeting of November 4th)

Background: Improving the Jackson Street interchange at Interstate 10 has long been a regional priority. In the 2016 Transportation Project Prioritization Study, the interchange is currently tied for third with 14 points.

In February 2007, the Executive Committee approved creation of an Interchange Preparation Fund with a total pool of \$10 Million to support the concept of preparing interchange projects for project readiness. The Jackson Street/I-10 project was one of the six interchanges that qualified for utilization of the Interchange Preparation Fund. In September 2007, the Executive Committee approved a Reimbursement Agreement with the City of Indio in the amount of \$800,000 for preparation of a Project Study Report (PSR) for the project. CVAG has paid 100% of the PSR phase of the project from the Interchange Preparation Fund. The PSR has been completed and approved by Caltrans.

In September 2016, the Executive Committee approved Amendment No. 1 for additional regional funding in order to complete the Project Approval and Environmental Document (PA&ED) phase, with CVAG covering 75 percent of the anticipated costs, which totaled \$1,350,000.

Amendment No. 2 was approved in February 2017, when the Executive Committee approved designating the County of Riverside as Lead Agency for this Project. No additional funds were approved at the time.

The final environmental document was approved by Caltrans in August 2021. In December 2021, the Executive Committee authorized Amendment No. 3 for the project, which added a new time trigger and an additional \$4,875,000 in regional funding in order to complete the Plans, Specifications and Estimates (PS&E) Phase.

The project is now ready to move to the next phase, and the City of Indio has submitted a request for regional funding for right-of-way (ROW) acquisition. CVAG staff is recommending Amendment No. 4 for the project. With this approval, the Executive Director and/or Legal Counsel will be

authorized to make clarifying changes. Additionally, the amendment also includes a condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02 and a clause being incorporated into all reimbursement agreements.

Fiscal Analysis: The City of Indio and the County of Riverside estimate that the ROW phase will cost \$6.5 million. The 75 percent regional share of the cost is \$4,875,000, and the 25 percent local share is \$1,625,000.

This will bring CVAG's total project commitment to \$11,900,000. There are sufficient regional transportation funds to cover this phase of the project.

Attachments:

1. Amendment No. 4 to Reimbursement Agreement
2. City of Indio letter dated October 11, 2024

AMENDMENT NUMBER FOUR
to the
REIMBURSEMENT AGREEMENT BY AND BETWEEN
CVAG AND THE CITY OF INDIO AND THE COUNTY OF RIVERSIDE
for the
JACKSON STREET/INTERSTATE 10 INTERCHANGE PROJECT

This **AMENDMENT NUMBER FOUR** is made and entered into this **2nd day of December 2024**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), **City of Indio (City)**, and **County of Riverside (County)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated **May 16, 2007**, Reimbursement Agreement for the Jackson Street/Interstate 10 Interchange Project.

1. This Amendment Number Four authorizes CVAG to provide additional funding for the Jackson Street/Interstate 10 Interchange project for right-of-way acquisition in accordance with the attached City of Indio letter dated October 11, 2024 for the not to exceed amount of \$4,875,000.
2. The City of Indio and the County of Riverside estimate that the right-of-way phase will cost \$6,500,000. The 75 percent regional share of the cost is \$4,875,000, and the 25% City share is \$1,625,000.
3. The total amount payable under this agreement shall not exceed \$11,900,000.

Original Agreement	May 16, 2007	\$800,000
Amendment Number One	September 26, 2016	\$1,350,000
Amendment Number Two	January 30, 2017	No Cost
Amendment Number Three	December 6, 2021	\$4,875,000
Amendment Number Four	December 2, 2024	<u>\$4,875,000</u>
Total Agreement Not-to-Exceed		\$11,900,000

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

Signatures on following page.

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

ATTEST:

CITY OF INDIO

By: _____
Bryan Montgomery, City Manager

By: _____
Glenn Miller, Mayor

ATTEST:

COUNTY OF RIVERSIDE

By: _____
Clerk

By: _____
Chuck Washington, Chair

ATTEST:

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Ted Weill, Chair

Attachment A-1
October 11, 2024 Letter from City of Indio

See following pages.

DRAFT

October 11, 2024

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

Subject: Request for Amendment 4 to the Agency Reimbursement Agreement by and between Coachella Valley Association of Governments, the City of Indio, and the County of Riverside to for the Jackson Street / Interstate 10 Interchange Project.

Dear Mr. Hoy,

The City of Indio (City) in partnership with the County of Riverside (County) is excited to continue to advance the Jackson Street / Interstate 10 Interchange Project (Project) further towards construction. In this regard, the City requests consideration from the Coachella Valley Association of Governments (CVAG) to amend the project budget in order to include the estimated Right of Way phase costs of the Project in the Agency Reimbursement Agreement (Agreement).

The City and County have recently provided comments on the 65% design submittal and expect the 95% design to be submitted in November 2024. As such, the project is ready to begin the ROW Phase ahead of the time trigger established in Amendment 3. Based on the latest estimate from Riverside County the Right of Way phase is expected to cost \$6,500,000.00, which includes support costs. The City requests CVAG's consideration to fund 75% of the total and the City remains committed to the 25% matching funds per the table below.

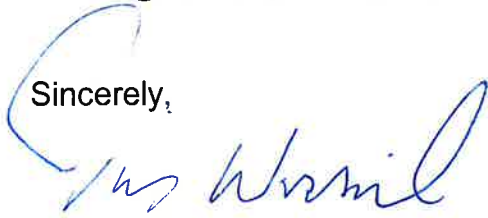
Total Right of Way Estimate	\$ 6,500,000.00
CVAG Share (75%)	\$ 4,875,000.00
City Share (25%)	\$ 1,625,000.00
Current CVAG Share (per Amendment 3)	\$ 7,025,000.00
Revised CVAG Share	\$ 11,900,000.00

At this time, the 65% construction estimate is \$88,299,400. The City will begin looking for outside resources to help full fund this portion of the project.

Please note that this request for Amendment 4 for the Agency Reimbursement Agreement should also reflect that the City, County, and CVAG entered into an Amended and Restated Agreement in 2018. This request reflects Amendment 2 to the Amended and Restated Agreement.

The City of Indio appreciates CVAG's consideration to amend the Agreement to include the Right of Way costs. If you have any questions or concerns, please do not hesitate to contact me at twassil@indio.org or at (760) 391-4018 if you have any questions.

Sincerely,



Timothy T. Wassil, P.E.
Public Works Director
City of Indio



ITEM 8D

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Improvements to Intersection of Avenue 50 and Jackson Street

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

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement with the City of Indio for the Avenue 50 and Jackson Street intersection project, providing an additional not-to-exceed \$5,643,750 in regional funding for Phase I construction, and bringing CVAG's total funding amount of \$6,839,700

Transportation Committee: Concurred (Meeting of November 4th)

Background: At the April 2018 meeting, the CVAG Executive Committee approved a reimbursement agreement with the City of Indio for improvements to the intersection of Avenue 50 and Jackson Street. In December 2020, the CVAG Executive Committee approved Amendment Number One to the agreement for final design and right-of-way acquisition. The City began construction activities for the project in August 2024, and is now requesting additional regional funding for Phase I construction.

The City of Indio has identified that the intersection is a major impedance to proper traffic flow and includes severe drainage issues that must be addressed. All four legs of the intersection correspond to high-ranking corridors in the Transportation Project Prioritization Study (TPPS):

- Avenue 50 from Jackson Street to Van Buren – One of two, top-ranked projects in the TPPS with 15 points. This project will complete the remaining segment of a project that was initiated within the City of Coachella.
- Avenue 50 from Jackson Street to Monroe Street – This is ranked 34th in the TPPS with 11 points. This project will widen the section between Imperial Irrigation District's substation and Vista Montana Court to its full width. The length of this section is approximately 800 feet.
- Jackson Street from Avenue 50 to Avenue 52 – Ranked 10th in the TPPS with 13 points, this project originally extended approximately 1,600 feet south to transition into existing Jackson Street. However, the project limits have been extended south to include the ultimate configuration of the intersection and an additional 1,600 feet, to transition the proposed roadway widening into the existing improvements.
- Jackson Street from Avenue 50 to Avenue 48 – Ranked 21st in the TPPS with 12 points, this project will widen Jackson Street up to Avenue 49/Odlum Drive and complete this segment of the roadway in the TPPS.

The proposed intersection project will effectively complete two of these highly ranked TPPS projects and improve the intersection to its final design, eliminating stop signs and adding traffic signals and solve drainage issues. The northwest corner of this intersection is the only corner that

currently has curb, gutter and sidewalk. The intersection floods during storm events and, with no full infrastructure in place, pedestrian and bicyclists have difficulty crossing safely. In addition, when the intersection is flooded, traffic crosses slowly, further delaying traffic flows. The proposed regional improvements will provide for safer and efficient operations of the intersection.

The intersection traffic signals will be constructed to be consistent with CV Sync and the regional signal synchronization master plan. It also will incorporate best practices with respect to bicycle and pedestrian safety.

In December 2020, the CVAG Executive Committee approved Amendment No. 1, which extended the time trigger while providing funding for final design and right-of-way phases. The project limits were expanded to include the widening of the east side of Jackson Street from its original limits to approximately 1,600 feet south of Avenue 52. The east half of Jackson Street is within Riverside County's right of way. While the extension of the project limits to the south includes the addition of two fully improved intersections at Jackson Street and Avenue 51 and Avenue 52, the improvements were needed to transition the roadway safely and avoid gaps in pedestrian and bicycle access in unimproved areas. The project will improve these deficiencies to the ultimate condition. These improvements will complete the segment of Jackson Street between Avenue 50 and Avenue 52, which is identified in the TPPS.

Though the schedule has been delayed due to right of way negotiations and utility relocation efforts, the City and County have phased the improvements to construct all work within the existing right of way as Phase I. Construction activities for Phase I began in August 2024. All asphalt, and most of the underground improvements are expected to be completed by August 2025.

Through Amendment 1, CVAG had approved a project budget of \$1,594,600, which includes engineering, project management, right of way, and administrative costs. The City is now anticipating an additional cost of Phase I construction at \$8,050,000, and has secured \$525,000 from the Coachella Valley Mountains Conservancy (CVMC) for drainage improvements at the intersection. The City is seeking an additional \$5,643,750 of regional funding to cover CVAG's share of the remaining costs, which will include additional design and construction support along with the construction and construction management of Phase I.

Riverside County is a partner on this project and fully supports the City of Indio as the lead agency. The County has entered into a separate cooperative agreement with the City for the work. CVAG staff is recommending approval of Amendment No. 2. With this authorization, the CVAG Executive Director and/or Legal Counsel would be authorized to make clarifying changes prior to execution. Additionally, the amendment also includes a condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02 and a clause being incorporated into all reimbursement agreements.

Looking ahead, Phase II will include the concrete improvements; including curb, gutter, sidewalk; the final drainage improvements; and utility undergrounding work along Avenue 50. The City and County are in the process of securing appropriate rights of way to complete this work and Phase II is anticipated to begin in August 2025. The City will come back for additional funding for construction of Phase II at a future point in time. It is anticipated that, with Phase II, the entire project could cost \$26.1 million.

Fiscal Analysis: The City anticipates \$8,050,000 in additional costs, and has secured \$525,000 from CVMC for drainage improvements. The recommended Amendment No. Two to the Reimbursement Agreement provides an additional regional share of \$5,643,750 for Phase I construction, which is CVAG's 75 percent share after the grant.

Amendment No. 2 brings CVAG's total share to \$6,839,700. There are sufficient regional transportation funds available to cover these costs.

Attachments:

1. Draft Amendment No. 2
2. City of Indio funding request letter
3. Project Location Map

**AMENDMENT NUMBER TWO
TO THE
REIMBURSEMENT AGREEMENT BETWEEN CVAG AND THE CITY OF INDIO
FOR THE
AVENUE 50 AND JACKSON STREET INTERSECTION PROJECT**

This **AMENDMENT NUMBER TWO** is made and entered into this **2nd day of December, 2024**, by and between the **Coachella Valley Association of Governments (CVAG)**, a California joint powers agency, the **City of Indio (City)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement for the Avenue 50 and Jackson Street intersection project.

This Amendment Number Two shall authorize reimbursement through Phase I of construction bringing CVAG's regional share to a not-to-exceed total of \$6,839,700 for Design and Construction of Phase I. At some future point in time, another amendment will be required for Phase 2 construction funding.

Summary for CVAG's 75% Regional Share:

Original Agreement	June 2018	\$ 225,000
Amendment Number One	December 2020	\$ 970,950
Amendment Number Two	December 2024	\$ <u>5,643,750</u>
Total Amount Not to Exceed		\$ <u>6,839,700</u>

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

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

ATTEST

CITY OF INDIO

By: _____
Bryan Montgomery, City Manager

By: _____
Mayor

ATTEST

CVAG

By: _____
Tom Kirk
Executive Director

By: _____
Ted Weill
CVAG Chair



take center stage

September 30, 2024

Jonathan Hoy
Director of Transportation
Coachella Valley Association of Governments
73710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Subject: Amendment Request Number 2 to the Agency Reimbursement Agreement between Coachella Valley Association of Governments and the City of Indio for the Avenue 50 and Jackson Street Intersection Improvement Project.

Dear Mr. Hoy,

The City of Indio (City) in partnership with the County of Riverside (County) respectfully requests an amendment to the Agency Reimbursement Agreement by and between the Coachella Valley Association of Governments (CVAG) and the City for the Avenue 50 and Jackson Street Intersection Improvement Project (Project). The Project includes widening the east side of Jackson Street from Avenue 49 to Avenue 52, and along Avenue 50 from Vista Montana Court to the eastern City Limits. The scope also includes installing new traffic signals at Avenue 50, Avenue 51, and Avenue 52; new drainage improvements including underground retention; and undergrounding IID distribution lines along Avenue 50 rather than relocating further onto private property.

The total project budget is estimated to be \$26,180,000, and the City has secured \$525,000 from the Coachella Valley Mountains Conservancy for drainage improvements at the intersection of Jackson Street and Avenue 50.

Though the schedule has been delayed due to right of way negotiations and utility relocation efforts, the City and County have phased the improvements to construct all work within the existing right of way as Phase 1. The City is pleased to announced that construction activities for Phase 1 began in August 2024. All asphalt, and most of the underground improvements are expected to be completed by August 2025.

Through Amendment 1, CVAG has approved a project budget of \$1,594,600, which includes engineering, project management, right of way, and administrative costs. The additional cost of Phase 1 construction is \$8,050,000 and includes additional design and construction support along with the construction and construction management of Phase 1. The City requests an additional \$5,643,750 to be paid for by regional Measure A and TUMF funds. The City and County have also executed a separate funding agreement to address the fair share of the local cost in each agency's jurisdiction.

In June 2024, the City provided CVAG and estimated cash flow for this project in Fiscal Year 2024/2025 of \$5,250,000. Since construction of Phase 1 is expected to be completed in August

2025, the City believes this cash flow model is still accurate with the remaining funds to be spent in Fiscal Year 2025/2026.

Phase 2 will include the concrete improvements; including curb, gutter, sidewalk; the final drainage improvements; and utility undergrounding work along Avenue 50. The City and County are in the process of securing appropriate rights of way to complete this work and Phase 2 is anticipated to begin in August 2025. A separate amendment request will be submitted after award of the Phase 2 improvements, however, a draft budget is provided in the attached Revised Project Budget.

The City of Indio appreciates CVAG's consideration to approve the revised project budget. Please feel free to contact me, Timothy Wassil, at (760) 391-4018 or by email at twassil@indio.org if you have any questions.

Sincerely,



Timothy T. Wassil, PE
Director of Public Works

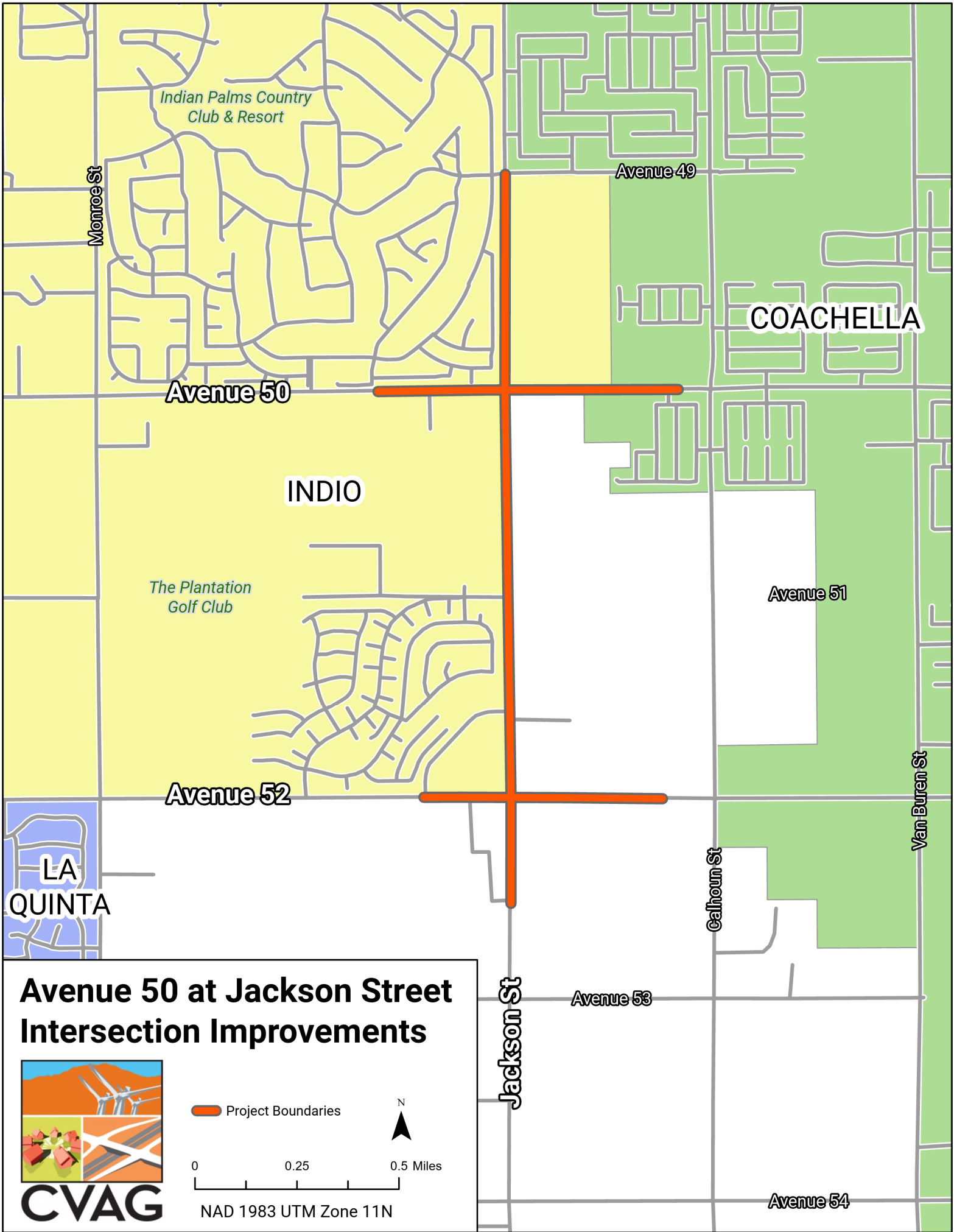
Attached:

- Revised Project Budget

September 30, 2024

Jackson Street between Avenue 50 and Avenue 52 Intersection and Road Improvements Project.**Revised Project Budget:**

	Amendment 1	This Request	Total	Future Phase 2
Administration (1%)	\$103,185.00	-	\$103,185.00	\$89,037.00
Project Management	\$125,000.00	-	\$125,000.00	-
Preliminary Engineering	\$328,889.00	-	\$328,889.00	-
Final Engineering and Construction Support	\$293,911.00	\$153,709.00	\$447,620.00	-
Right of Way Engineering	\$199,015.00	-	\$199,015.00	-
Right of Way Acquisition	\$544,600.00	-	\$544,600.00	-
Construction Engineering (15% of Construction)	-	\$933,334.00	\$933,334.00	1,950,000.00
Construction	-	\$6,222,226.00	\$6,222,226.00	\$13,000,000.00
Subtotal	\$1,594,600.00	\$7,309,269.00	\$8,903,869.00	\$15,039,037.00
Contingency (10%)	-	\$730,927.00	\$730,927.00	\$1,503,904.00
Expense Amount Total	\$1,594,600.00	\$8,040,196.00	\$9,634,796.00	\$16,542,941.00
Coachella Valley Mountains Conservancy	-	\$525,000.00	\$525,000.00	-
CVAG Share (75%)	\$1,195,950.00	\$5,636,397.00	\$6,832,347.00	\$12,407,206.00



ITEM 8E

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: Amendment No. 2 to the Reimbursement Agreement with City of Indio for the Avenue 44 Bridge Project

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

Recommendation: Approve Amendment No. 2 to the Reimbursement Agreement between CVAG and the City of Indio for the Avenue 44 Bridge Project, increasing CVAG's regional share of the project by \$5,660,500 for a not-to-exceed total of \$8,876,500 for design and construction

Transportation Committee: Concurred (Meeting of November 4th)

Background: In July 2014, the CVAG Executive Committee approved a Reimbursement Agreement with the City of Indio to design and construct the Avenue 44 bridge over the Whitewater River, which is also known as the Coachella Valley stormwater channel. The existing low water crossing was destroyed by Tropical Storm Hilary in August 2023 and the City has initiated the bridge construction rather than reconstruct the low water crossing. Construction activities began in September 2024.

In order to fund the project, the City of Indio successfully acquired a Highway Bridge Program (HBP) grant to construct the Avenue 44 bridge. The total estimated cost of the bridge project was \$19,230,000 at the time. The initial HBP grant provided 88.53 percent – totaling up to \$17,024,319 – toward eligible costs associated with the project.

Unfortunately, costs have continued to increase significantly since Amendment No. One was executed in 2022. The total project budget is now estimated to be approximately \$39,292,000, and the City has secured \$30,471,000 from the Federal Highway Bridge Program (HBP) for the bridge and channel improvements, which represents the full 88.53% federal share of eligible items from the awarded construction cost.

The City is now requesting Amendment No. 2 to provide additional regional funding related to the bridge costs not covered by HBP. These costs are shared by Indio on the standard 75-25 percent split. In addition, Amendment No. 2 would provide for full funding of a CV Link undercrossing built as part of the Avenue 44 bridge project construction.

CVAG staff is recommending approval of Amendment No. 2 with the City of Indio. This recommended action would also allow the CVAG Executive Director and/or Legal Counsel to make clarifying changes prior to execution. Additionally, the amendment also includes a

condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02 and a clause being incorporated into all reimbursement agreements.

Fiscal Analysis: Amendment No. 2 would have CVAG provide an additional \$ 5,660,500 in regional funding.

The estimated cost work not covered by HBP funding is \$8,502,000. The City is now requesting Amendment No. 2 to provide an additional \$3,160,500 in regional funding related to the bridge costs. These costs are shared by Indio on the standard 75-25 percent split.

In addition, Amendment No. 2 would provide for full funding of a CV Link undercrossing built as part of the Avenue 44 bridge project construction. This would be a 100% reimbursement, for a not-to-exceed amount of \$2,500,000.

This brings CVAG's not-to-exceed share of the project costs to \$8,876,500. There are sufficient regional transportation funds available for this amendment.

Attachments:

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



take center stage

October 4, 2024

Jonathan Hoy
Director of Transportation
Coachella Valley Association of Governments
73710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Subject: Amendment Request Number 2 to the Agency Reimbursement Agreement between Coachella Valley Association of Governments and the City of Indio for the Avenue 44 Bridge Project.

Dear Mr. Hoy,

The City of Indio (City) respectfully requests an amendment to the Agency Reimbursement Agreement by and between the Coachella Valley Association of Governments (CVAG) and the City for the Avenue 44 Bridge Project (Project). The Project includes replacing the existing two-lane low water crossing along Avenue 44 at the Coachella Valley Storm Water Channel (CVSWC) with a new four-lane bridge. The existing low water crossing was most recently destroyed by Tropical Storm Hilary in August 2023 and the City has initiated the bridge construction rather than reconstruct the low water crossing. The City is pleased to announce that construction was awarded in July 2024 and activities for began in September 2024.

The total project budget is estimated to be approximately \$39,292,000, and the City has secured \$30,471,000 from the Federal Highway Bridge Program (HBP) for the bridge and channel improvements, which represents the full 88.53% federal share of eligible items from the awarded construction cost. The total cost of the local share is \$8,502,000.

Through Amendment 1, CVAG has approved a project budget of \$3,216,000, based on the construction estimate in 2021. The City requests an additional \$3,160,500 to be paid for by regional Measure A and TUMF funds for a total CVAG share of \$6,376,500, which is 75% of the total local share.

In addition, CVAG has requested the City install certain CV Link features similar to the adjacent bridge crossings. The City will work with CVAG to finalize which features and costs. Based on recent work, the City has estimated this to be an additional \$2,500,000 of additional features. CVAG has agreed to fund 100% of these costs, so the total CVAG share inclusive of Amendment 2 will be \$8,876,500.

In June 2024, the City provided CVAG and estimated cash flow for this project in Fiscal Year 2024/2025 of \$1,400,000. Since the Project just began and the construction is expected to be completed in 18 months, the City believes this cash flow model is still accurate with the remaining funds to be spent in Fiscal Year 2025/2026.

The City of Indio appreciates CVAG's consideration to approve the revised project budget. Please feel free to contact me, Timothy Wassil, at (760) 391-4018 or by email at twassil@indio.org if you have any questions.

Sincerely,

Timothy T. Wassil

Timothy T. Wassil, PE
Director of Public Works

Attached:

- Revised Project Budget

CVAG Share 75%
CV Link Share 100%

Phase	Total	Fed Part.	Fed Share	IWA	SCG	Local
PE	\$ 2,883,887.56	\$ 2,137,414.92	\$ 1,892,253.43	\$ 68,380.00	\$ -	\$ 923,254.13
ROW	\$ 780,462.87	\$ 716,966.87	\$ 634,730.77	\$ -	\$ -	\$ 145,732.10
CE	\$ 3,842,966.21	\$ 3,787,800.00	\$ 3,353,339.34	\$ -	\$ -	\$ 489,626.87
CON	\$ 31,783,828.78	\$ 27,776,391.28	\$ 24,590,439.20	\$ 2,874,140.50	\$ 319,000.00	\$ 4,000,249.08
CV Link	\$ 2,415,861.72	\$ -	\$ -	\$ -	\$ -	\$ 2,415,861.72
Subtotal	\$ 41,707,007.14	\$ 34,418,573.07	\$ 30,470,762.74	\$ 2,942,520.50	\$ 319,000.00	\$ 7,974,723.90

Phase	Local	IWA	CVAG Part.	CVAG Share	City Share
PE	\$ 923,254.13	\$ 68,380.00	\$ 991,634.13	\$ 743,725.60	\$ 247,908.53
ROW	\$ 145,732.10	\$ -	\$ 145,732.10	\$ 109,299.07	\$ 36,433.02
CE	\$ 489,626.87	\$ -	\$ 489,626.87	\$ 367,220.15	\$ 122,406.72
CON	\$ 4,000,249.08	\$ 2,874,140.50	\$ 6,874,389.58	\$ 5,155,792.18	\$ 1,718,597.39
CV Link	\$ 2,415,861.72	\$ -	\$ 2,415,861.72	\$ 2,415,861.72	\$ -
Subtotal	\$ 7,974,723.90	\$ 2,942,520.50	\$ 10,917,244.40	\$ 8,791,898.73	\$ 2,125,345.67
CVAG Share	\$ 5,981,042.93	\$ 2,206,890.38			
CVAG Share	\$ 1,993,680.98	\$ 735,630.13			

Fed Share
Budget

88.53%

Contracts

TYLI	Total	Fed Part.	Fed Share	IWA	Local
Base	\$ 1,397,732.00	\$ 1,397,732.00	\$ 1,237,412.14	\$ -	\$ 160,319.86
A1	\$ 134,541.00	\$ 134,541.00	\$ 119,109.15	\$ -	\$ 15,431.85
A2	\$ 20,519.00	\$ 20,519.00	\$ 18,165.47	\$ -	\$ 2,353.53
A3	\$ 32,086.00	\$ 32,086.00	\$ 28,405.74	\$ -	\$ 3,680.26
A4	\$ 83,008.05	\$ 83,008.05	\$ 73,487.03	\$ -	\$ 9,521.02
A5	\$ 42,044.00	\$ -	\$ -	\$ 42,044.00	\$ -
A6	\$ 26,336.00	\$ -	\$ -	\$ 26,336.00	\$ -
A7	\$ 172,472.10	\$ 172,472.10	\$ 152,689.55	\$ -	\$ 19,782.55
A8	\$ 84,499.00	\$ 84,499.00	\$ 74,806.96	\$ -	\$ 9,692.04
A9	\$ 38,077.00	\$ 38,077.00	\$ 33,709.57	\$ -	\$ 4,367.43
A10	\$ -	\$ -	\$ -	\$ -	\$ -
A11	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 2,031,314.15	\$ 1,962,934.15	\$ 1,737,785.60	\$ 68,380.00	\$ 225,148.55

Other Charges	Total	Fed Part.	Fed Share	IWA	Local
CVWD	\$ 10,000.00	\$ 10,000.00	\$ 8,853.00	\$ -	\$ 1,147.00
Desert Sun	\$ 279.40	\$ 279.40	\$ 247.35	\$ -	\$ 32.05
CEQA Filing Fee	\$ 2,330.75	\$ 2,330.75	\$ 2,063.41	\$ -	\$ 267.34
CVWD	\$ 10,000.00	\$ 10,000.00	\$ 8,853.00	\$ -	\$ 1,147.00
CVWD	\$ 10,000.00	\$ 10,000.00	\$ 8,853.00	\$ -	\$ 1,147.00
CVWD	\$ 10,000.00	\$ 10,000.00	\$ 8,853.00	\$ -	\$ 1,147.00
CVWD	\$ 450.00	\$ 450.00	\$ 398.39	\$ -	\$ 51.62
FedEx	\$ 19.02	\$ 19.02	\$ 16.84	\$ -	\$ 2.18
CDFW	\$ 1,615.50	\$ 1,615.50	\$ 1,430.20	\$ -	\$ 185.30
GLS (Mail)	\$ 31.68	\$ 31.68	\$ 28.05	\$ -	\$ 3.63
CVWD	\$ 1,384.00	\$ 1,384.00	\$ 1,225.26	\$ -	\$ 158.74

CVWD	\$	172.00	\$	172.00	\$	152.27	\$	-	\$	19.73
			\$	-	\$	-	\$	-	\$	-
			\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-
			\$	-	\$	-	\$	-	\$	-
			\$	-	\$	-	\$	-	\$	-
Subtotal	\$	46,282.35	\$	46,282.35	\$	40,973.76	\$	-	\$	5,308.59

Admin		Total		Fed Part.*		Fed Share		IWA		Local
Payroll	\$	138,491.20	\$	119,626.15	\$	105,905.03	\$	-	\$	32,586.17
NAI	\$	576,740.70	\$	8,572.27	\$	7,589.03	\$	-	\$	569,151.67
MBI (Plan Check)	\$	33,324.16	\$	-	\$	-	\$	-	\$	33,324.16
ERSC (Plan Check)	\$	1,760.00	\$	-	\$	-	\$	-	\$	1,760.00
Greenwood	\$	937.50	\$	-	\$	-	\$	-	\$	937.50
Tom Brohard	\$	5,037.50	\$	-	\$	-	\$	-	\$	5,037.50
					\$	-	\$	-	\$	-
Sutotal	\$	756,291.06	\$	128,198.42	\$	113,494.06	\$	-	\$	642,797.00

* Only Billed NAI in Fed Invoice 1 and Staff Time stopped in Fed Inv 40

PE Final		Total		Fed Part.*		Fed Share		IWA		Local
Subtotal	\$	2,833,887.56	\$	2,137,414.92	\$	1,892,253.43	\$	68,380.00	\$	873,254.13
Contingency	\$	50,000.00	\$	-	\$	-	\$	-	\$	50,000.00
					\$	-	\$	-	\$	-
Sutotal	\$	2,883,887.56	\$	2,137,414.92	\$	1,892,253.43	\$	68,380.00	\$	923,254.13

Fed Share
Budget

88.53%

Acquisitions

APN	Desc.	Final Land Cost	Fed Part	Fed Share	Local
692-540-003, 004	Gallegos	\$ 256,742.00	\$ 256,742.00	\$ 227,293.69	\$ 29,448.31
692-060-005	SPSSM	\$ 6,304.00	\$ 6,304.00	\$ 5,580.93	\$ 723.07
692-540-002	Barboza	\$ 135,525.23	\$ 135,525.23	\$ 119,980.49	\$ 15,544.74
611-261-042	Sunrise	\$ 4,180.00	\$ 4,180.00	\$ 3,700.55	\$ 479.45
611-261-003	Iglesia Del Dios	\$ 5,540.00	\$ 5,540.00	\$ 4,904.56	\$ 635.44
611-310-004	Cabazon Indians	\$ 6,440.00	\$ 6,440.00	\$ 5,701.33	\$ 738.67
611-310-018	Frontier	\$ 4,140.00	\$ 4,140.00	\$ 3,665.14	\$ 474.86
611-310-012	Chandi	\$ -	\$ -	\$ -	\$ -
692-060-005	SPSSM (TCE Ext)	\$ 5,350.00	\$ 5,350.00	\$ 4,736.36	\$ 613.65
611-261-042	Sunrise	\$ 2,700.00	\$ 2,700.00	\$ 2,390.31	\$ 309.69
611-310-018	Frontier	\$ 350.00	\$ 350.00	\$ 309.86	\$ 40.15
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 427,271.23	\$ 427,271.23	\$ 378,263.22	\$ 49,008.01

Relocations

APN	Desc.	Relocation	Fed Part	Fed Share	Local
692-540-002	Fuentes	\$ 32,048.66	\$ 32,048.66	\$ 28,372.68	\$ 3,675.98
692-540-002	Rojas-Varela	\$ 23,713.76	\$ 23,713.76	\$ 20,993.79	\$ 2,719.97
692-540-003	Gallegos	\$ 62,199.94	\$ 62,199.94	\$ 55,065.61	\$ 7,134.33
692-540-003	Rosas	\$ 24,917.00	\$ 24,917.00	\$ 22,059.02	\$ 2,857.98
	Asbestos	\$ 2,000.00	\$ 2,000.00	\$ 1,770.60	\$ 229.40
	Demo	\$ 62,601.78	\$ 62,601.78	\$ 55,421.36	\$ 7,180.42
Subtotal		\$ 207,481.14	\$ 207,481.14	\$ 183,683.05	\$ 23,798.09

Permits

APN	Desc.	Total	Fed Part	Fed Share	Local
	CDFW Fee	\$ 5,430.50	\$ 5,430.50	\$ 4,807.62	\$ 622.88
	RWQCB Fee	\$ 76,784.00	\$ 76,784.00	\$ 67,976.88	\$ 8,807.12
Subtotal		\$ 82,214.50	\$ 82,214.50	\$ 72,784.50	\$ 9,430.00

ROW Final		Total	Fed Part.*	Fed Share	Local
Subtotal		\$ 716,966.87	\$ 716,966.87	\$ 634,730.77	\$ 82,236.10
Legal Fees		\$ 63,496.00	\$ -	\$ -	\$ 63,496.00
Sutotal	\$ -	\$ 780,462.87	\$ 716,966.87	\$ 634,730.77	\$ 145,732.10

Fed Share
Budget

88.53%

Contracts

TYLI	Total	Fed Part.	Fed Share	IWA	Local
Base	\$ 126,003.00	\$ 126,003.00	\$ 111,550.46	\$ -	\$ 14,452.54
A1	\$ -	\$ -	\$ -	\$ -	\$ -
A2	\$ -	\$ -	\$ -	\$ -	\$ -
A3	\$ -	\$ -	\$ -	\$ -	\$ -
A4	\$ -	\$ -	\$ -	\$ -	\$ -
A5	\$ -	\$ -	\$ -	\$ -	\$ -
A6	\$ -	\$ -	\$ -	\$ -	\$ -
A7	\$ 4,255.90	\$ 4,255.90	\$ 3,767.75	\$ -	\$ 488.15
A8	\$ -	\$ -	\$ -	\$ -	\$ -
A9	\$ -	\$ -	\$ -	\$ -	\$ -
A10	\$ -	\$ -	\$ -	\$ -	\$ -
A11	\$ 278,787.00	\$ 278,787.00	\$ 246,810.13	\$ -	\$ 31,976.87
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 409,045.90	\$ 409,045.90	\$ 362,128.34	\$ -	\$ 46,917.56

Harris	Total	Fed Part.	Fed Share	IWA	Local
Base	\$ 3,371,700.35	\$ 3,371,700.35	\$ 2,984,966.32	\$ -	\$ 386,734.03
A1	\$ -	\$ -	\$ -	\$ -	\$ -
A2	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 3,371,700.35	\$ 3,371,700.35	\$ 2,984,966.32	\$ -	\$ 386,734.03

Other Charges	Total	Fed Part.	Fed Share	IWA	Local
Daily Journal	\$ 1,899.37	\$ 1,899.37	\$ 1,681.51	\$ -	\$ 217.86
Daily Journal	\$ 2,470.59	\$ 2,470.59	\$ 2,187.21	\$ -	\$ 283.38
Cabazon TCE	\$ 2,250.00	\$ 2,250.00	\$ 1,991.93	\$ -	\$ 258.08

Iglesia TCE	\$	5,600.00	\$	5,600.00	\$	4,957.68	\$	-	\$	642.32
			\$	-	\$	-	\$	-	\$	-
			\$	-	\$	-	\$	-	\$	-
Subtotal	\$	12,219.96	\$	12,219.96	\$	10,818.33	\$	-	\$	1,401.63

CE Final		Total		Fed Part.*		Fed Share		IWA		Local
Subtotal	\$	3,792,966.21	\$	3,787,800.00	\$	3,353,339.34	\$	-	\$	439,626.87
Contingency	\$	50,000.00	\$	-	\$	-	\$	-	\$	50,000.00
					\$	-	\$	-	\$	-
Sutotal	\$	3,842,966.21	\$	3,787,800.00	\$	3,353,339.34	\$	-	\$	489,626.87

*Capped at Max Share

Fed Share
Budget

88.53%

Contracts

Ortiz	Total	Fed Part.	Fed Share	IWA	SCG	Local
Base	\$ 28,894,389.80	\$ 25,251,264.80	\$ 22,354,944.73	\$ 2,612,855.00	\$ 290,000.00	\$ 3,636,590.07
CCO 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CCO 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 28,894,389.80	\$ 25,251,264.80	\$ 22,354,944.73	\$ 2,612,855.00	\$ 290,000.00	\$ 3,636,590.07

CON Final	Total	Fed Part.*	Fed Share	IWA	SCG	Local
Subtotal	\$ 28,894,389.80	\$ 25,251,264.80	\$ 22,354,944.73	\$ 2,612,855.00	\$ 290,000.00	\$ 3,636,590.07
Contingency	\$ 2,889,438.98	\$ 2,525,126.48	\$ 2,235,494.47	\$ 261,285.50	\$ 29,000.00	\$ 363,659.01
			\$ -	\$ -		\$ -
Sutotal	\$ 31,783,828.78	\$ 27,776,391.28	\$ 24,590,439.20	\$ 2,874,140.50	\$ 319,000.00	\$ 4,000,249.08

CV Link	Total	Fed Part.	Fed Share	IWA	SCG	Local
Estimate	\$ 2,013,218.10	\$ -	\$ -	\$ -	\$ -	\$ 2,013,218.10
Contingency	\$ 402,643.62	\$ -	\$ -	\$ -	\$ -	\$ 402,643.62
		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 2,415,861.72	\$ -	\$ -	\$ -	\$ -	\$ 2,415,861.72

**AMENDMENT NUMBER TWO
TO THE
REIMBURSEMENT AGREEMENT BY AND BETWEEN
CVAG AND THE CITY OF INDIO
FOR THE
DESIGN AND CONSTRUCTION OF A NEW BRIDGE OVER THE WHITEWATER RIVER
ON
AVENUE 44 PROJECT**

This **AMENDMENT NUMBER TWO** is made and entered into this **2nd day of December 2024**, by and between the **City of Indio (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 for Avenue 44 Bridge Project.

This Amendment Number Two shall authorize additional funds in the amount of \$5,660,500, inclusive of a not-to-exceed amount of \$2,500,000 for construction of CV Link components, bringing CVAG's regional share to a not-to-exceed total of \$8,876,500 for Design and Construction.

Summary for CVAG's 75% Regional Share:

Original Agreement	June 30, 2014	\$ 1,654,260
Amendment Number One	April 25, 2022	\$ 1,561,740
Amendment Number Two	December 5, 2024	<u>\$ 5,660,500</u>
Total Amount Not to Exceed		\$ 8,876,500

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

(Signatures on following page)

Contract No. CVAG-14-017-02
Project: Avenue 44 Bridge Over Whitewater River

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

ATTEST:

CITY OF INDIO

By: _____

Sabdi Sanchez, City Clerk

By: _____

Glenn Miller, Mayor

APPROVED AS TO FORM:

By: _____

Roxanne M. Diaz, City Attorney

ATTEST:

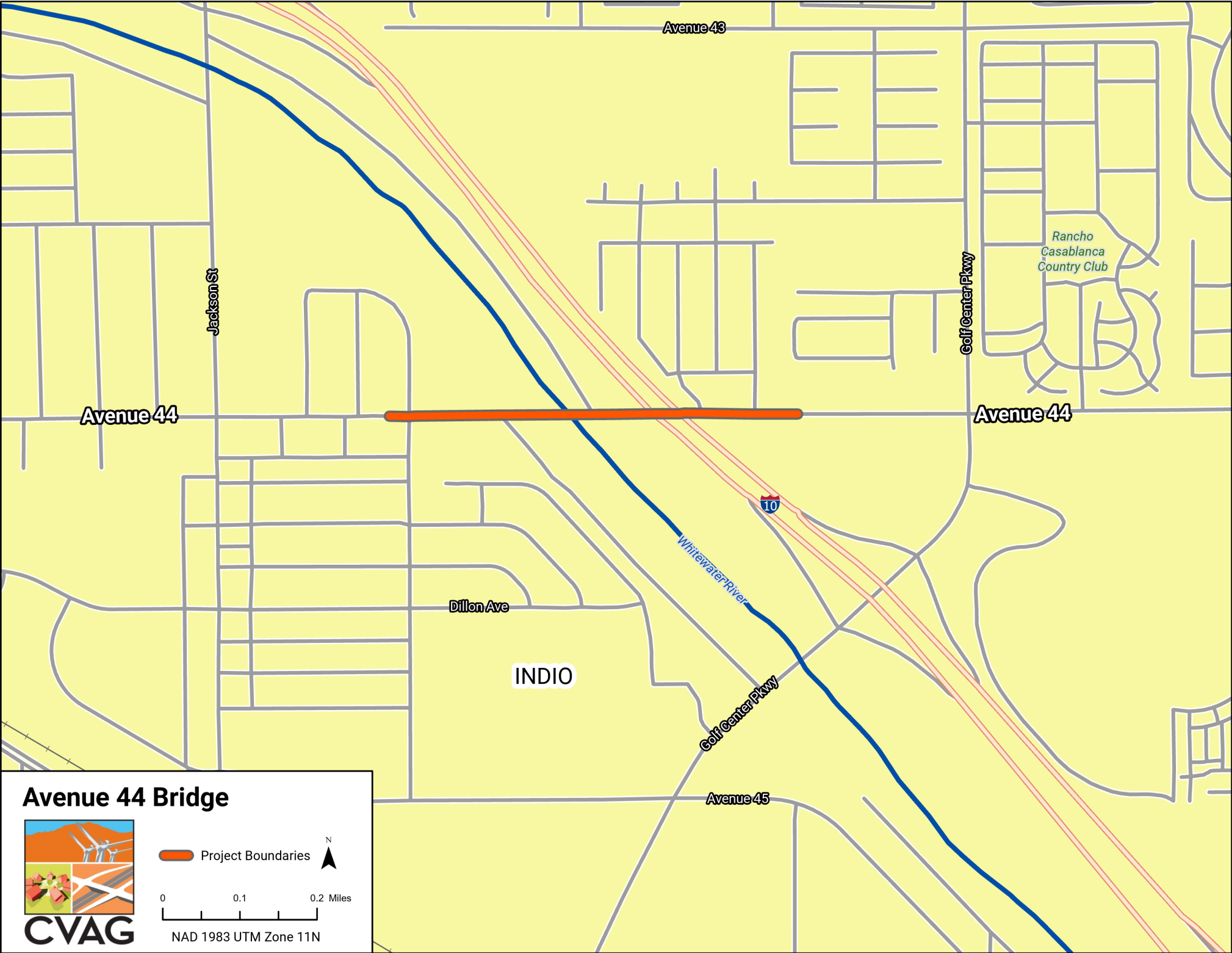
CVAG

By: _____

Tom Kirk, Executive Director

By: _____

Ted Weill, Chair



Avenue 44 Bridge



Project Boundaries

0 0.1 0.2 Miles

NAD 1983 UTM Zone 11N

ITEM 8F

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: Additional Engineering Design and Construction Work along the Cathedral Canyon Bridge

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

Recommendation: Approve Amendment Number Two to the Reimbursement Agreement with the City of Cathedral City for the Cathedral Canyon Bridge project to provide improvements in an amount not-to-exceed of \$525,000, inclusive of a signal crossing benefitting CV Link

Transportation Committee: Concurred (Meeting of November 4th)

Background: On October 26, 2009, the CVAG Executive Committee approved a Reimbursement Agreement with the City of Cathedral City to provide 75 percent of the local share for the Ofelia Bringas Bridge Project (Cathedral Canyon) over the Whitewater River Stormwater Channel. At that time, City of Cathedral City successfully acquired a Highway Bridge Program (HBP) grant to construct the new bridge, which was estimated at a cost of \$22,038,000. The HBP grant provides 88.53 percent of the funding, leaving the remaining 11.47 percent of project costs – or \$2,527,759 – as the local share. Per CVAG's policy, the remaining local share is divided 75-25 percent, with CVAG paying 75% of the remaining costs and Cathedral City paying 25%. CVAG's regional share was \$1,895,820 toward the project.

On February 24, 2020, the CVAG Executive Committee approved Amendment Number One to the Reimbursement Agreement with the City of Cathedral City in an amount not-to-exceed \$681,272.58. This provided an additional funding for construction of the bridge in an amount of \$402,875, and an additional \$278,397.58 related to the design and construction of the CV Link bicycle and pedestrian improvements on the bridge. CVAG paid 100 percent of the CV Link-related cost.

The Reimbursement Agreement between CVAG and the City of Cathedral City has not been closed out. CV Link is under construction on both sides of Cathedral Canyon Drive, as CVAG acquired the right-of-way from adjacent Tribal allottee landowners. In anticipation, CVAG staff has worked with the City to incorporate a protected crossing at Cathedral Canyon Drive and Canyon Shores Drive to provide additional safety improvements for users to get across the roadway and the Whitewater River Stormwater Channel.

The CV Link project would usually fund 100% of the cost to install a protected crossing in the form of Rectangular Rapid Flashing Beacon (RRFB). However, because of the proximity of Canyon Shores Drive, a full traffic signal installation would be warranted. Therefore, CVAG staff

is recommending an agreement that funds 75% of the traffic signal costs to since there will be additional benefits that a signal would provide unrelated to CV Link.

Cathedral City is currently adding sidewalks and bike lanes on both sides of Cathedral Canyon Drive from Canyon Shores Drive north to Dinah Shore. With the addition of sidewalks and bicycle lanes, the signalized intersection will add safety improvements to allow users to safely cross the roadway and access CV Link eastward.

Staff is recommending approval of Amendment No. 2. With this authorization, the CVAG Executive Director and/or Legal Counsel would also be authorized to make minor clarifying changes. Additionally, the amendment includes a condition to use electronic or digital signatures, which is consistent with CVAG Policy 21-02 and a clause being incorporated into all reimbursement agreements.

Fiscal Analysis: Cathedral City is requesting CVAG to pay 75 percent of the costs for the design and construction of the traffic signal. It is estimated that the design and construction costs of the traffic signal are \$700,000, with CVAG's share not to exceed \$525,000.

This would also bring CVAG's approved commitment to \$3,102,092.58. CVAG has sufficient regional transportation funds to cover these costs.

Attachments:

1. Amendment No. Two to the Reimbursement Agreement
2. Letter from Cathedral City requesting funding
3. Project location map

**AMENDMENT NUMBER TWO
TO THE
REIMBURSEMENT AGREEMENT BETWEEN CVAG AND CITY OF CATHEDRAL CITY
FOR THE
CATHEDRAL CANYON BRIDGE PROJECT**

This **AMENDMENT NUMBER TWO** is made and entered into this **2nd day of December, 2024**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **City of Cathedral City (City)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement for the Cathedral Canyon Bridge Project.

This Amendment Number Two authorizes CVAG funds in an additional amount not to exceed \$525,000 for the following:

Summary

Previously obligated authorized funds (75%)	\$	1,895,820.00
New obligation under Amend. No. One for Bridge Construction (75%)	\$	402,875.00
New obligation under Amend. No. One to include CV Link (100%)	\$	278,397.58
<i>New obligation under Amend. No. Two for Traffic Signal (75%)</i>	\$	<i>525,000.00</i>
Revised Total Amount Authorized for this Project	\$	3,102,092.58

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

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

ATTEST:

CITY OF CATHEDRAL CITY

By: _____
Charlie McClendon, City Manager

By: _____
Mark Carnevale, Mayor

ATTEST:

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Ted Weill, Chair



October 28, 2024

Jonathan Hoy
Director of Transportation
Coachella Valley Association of Governments
74199 El Paseo STE 100
Palm Desert, CA 92260

Re.: Contract Amendment Number Two for the Cathedral Canyon Bridge Project for additional engineering design and construction work

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 Cathedral Canyon Bridge Project to increase CVAG's regional share of project costs to accommodate a new traffic signal at the intersection of Cathedral Canyon Drive and CV Link/Canyon Shores Drive.

CV Link is now under construction along the northern embankment of the Whitewater River Channel, west of Cathedral Canyon Drive. CV Link, once completed, will continue to the east side of Cathedral Canyon Drive by crossing Cathedral Canyon at grade, where it will connect to the Cathedral Canyon Bridge (aka Ofelia Bringas Memorial Bridge). This bridge includes a CVAG funded CV Link deck expansion which allows CV Link users to cross over to the southern embankment of the Whitewater River Channel and continue east.

This past year, CVAG completed the acquisition of the right-of-way from adjacent Indian Allottee landowners near and adjacent to the Cathedral Canyon Bridge. This has allowed the construction of CV Link to move forward in this area.

With CV Link under construction on both sides (west and east) of Cathedral Canyon Drive, the timing of incorporating a safety or protected crossing at the Cathedral Canyon Drive and CV Link/Canyon Shores Drive intersection is crucial in providing

● Page 2 – City CVAG Contract Amendment No. Two Cathedral Canyon Bridge October 28, 2024
the safety improvements necessary for users to get across the roadway and the
Whitewater River Channel.

In city staff discussions with CVAG, the CV Link project would usually fund 100% of the cost to install a safety crossing in the form of Rectangular Rapid Flashing Beacon (RRFB). However, because of the proximity of Canyon Shores Drive to the CV Link crossing, a fully protected crossing with a traffic signal installation is necessary and warranted. From our discussions it is further understood that CVAG will fund a total of 75% of the traffic signal costs. This traffic signal work would be incorporated into the current city work of adding sidewalks and bike lanes on both sides of Cathedral Canyon Drive from Canyon Shores Drive north to Dinah Shore. With the addition of these sidewalks and bicycle lanes, the signalized intersection will add improvements to allow users to safely cross Cathedral Canyon and access CV Link westward and eastward.

The Reimbursement Agreement between CVAG and the City of Cathedral City for the Cathedral Canyon Bridge has not been closed out. The city expects the design and construction of the new signal to cost \$750,000. The city is requesting CVAG to pay 75% of the cost for the design and construction of the traffic signal. The city is proposing to initiate the design and construction and be reimbursed as project costs are incurred.

This Amendment Number Two will increase the total CVAG share for the Agreement to \$3,102,092.58 as detailed in the following:

Previously Obligated authorized funds (75%)	\$ 1,895,820.00
Obligated under Amendment No. One for Bridge Construction (75%)	\$ 402,875.00
Obligated under Amendment No. One to include CV Link (100%)	\$ 278,397.58
Obligated under Amendment No. Two for Traffic Signal (75%)	\$ 525,000.00

Revised Total Amount for this Project **\$ 3,102,092.58**

If there are any questions regarding this request, please contact me at your convenience.

Sincerely,

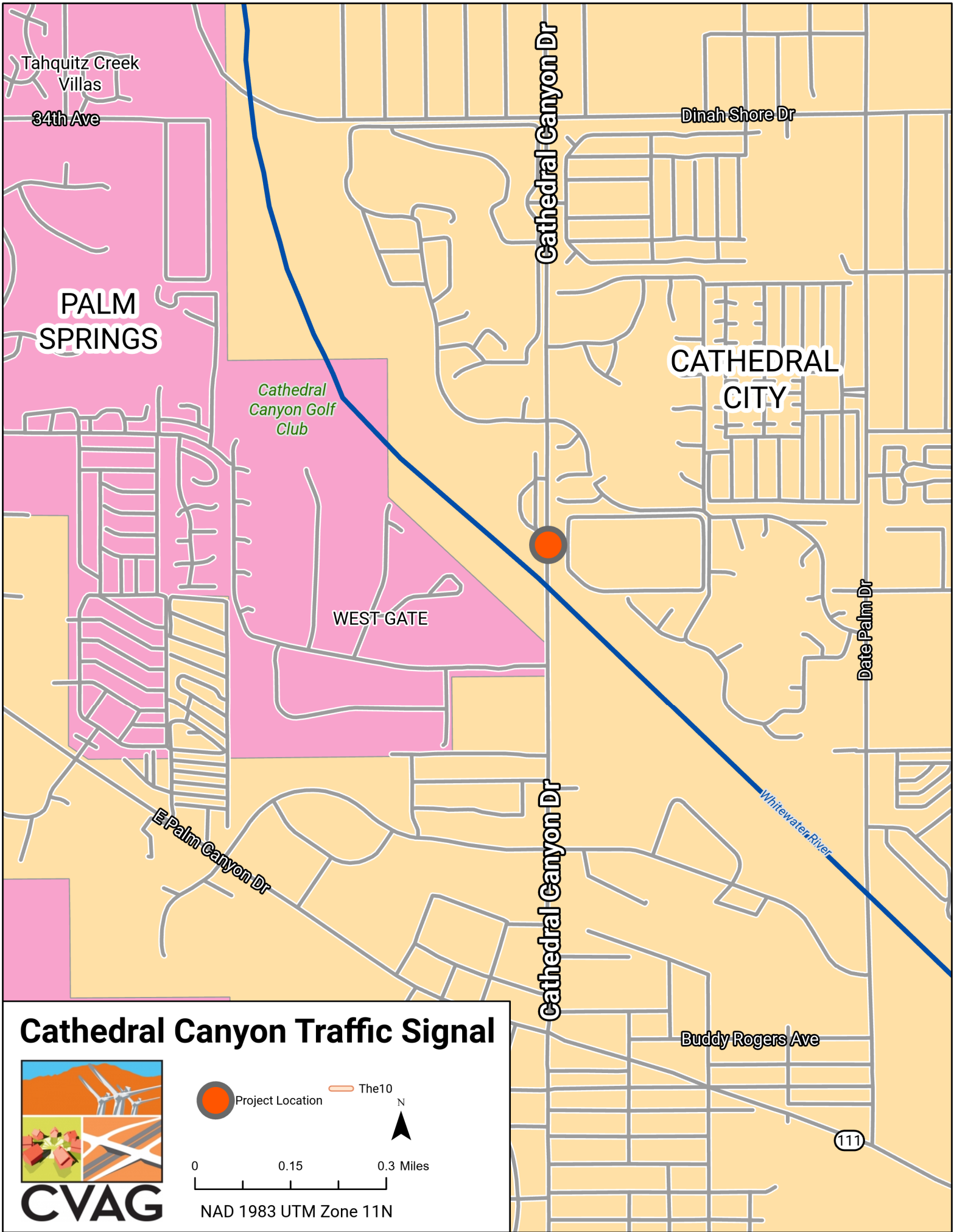


John A. Corella, P.E.

Director of Public Works

760-770-0327

jcorella@cathedralcity.gov



ITEM 8G

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Good Neighbor Policy for Homelessness Coordination

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

Recommendation: Endorse a model resolution that reinforces the commitment to regional homelessness solutions by establishing a good neighbor policy across CVAG's region and direct the Executive Director to distribute to member jurisdictions

Public Safety and Homelessness Committee: Both committees concurred and their feedback was incorporated into the draft resolution. (Meetings of November 18 and November 20)

Background: In September 2024, CVAG's Public Safety and Homelessness Committees held a joint meeting to discuss the regional ramifications of the U.S. Supreme Court's landmark ruling in the case of City of Grants Pass v. Johnson, which 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. As noted in the joint meeting, the Court's ruling prompted Gov. Gavin Newsom to issue an executive order that immediately changed how California's state agencies addressed encampments and it prompted at least two Coachella Valley to update their own ordinances.

The local 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 exist. Instead, staff was directed to return with any model ordinance under development by Riverside County and consider how to promote a collaborative approach through a memorandum of understanding or a "good neighbor" policy.

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.

Staff with Riverside County's Executive Office continue to evaluate the ruling and determine whether a countywide ordinance will be brought forward or whether the existing ordinances are sufficient. As of early November, County staff indicated this process was still in the discussion stage and no decision had been made about what next steps may be coming forward. Should an ordinance move forward, staff notes that it would require some time to determine details such as how to handle citation fines and logistics such as how to cover the costs of storing any items collected during an encampment cleanup.

CVAG staff will continue to monitor the County's efforts. In the meantime, staff sought feedback from the Public Safety and Homelessness Committees on a proposed model resolution that would reaffirm the region's commitment to collaboration on addressing homelessness, particularly in terms of cleaning up encampments. In developing this resolution, CVAG staff reached out to the City of Corona as it had been lauded at the September meeting for its work on prompting collaboration and coordination in homelessness services. Corona has a memorandum of understanding with other southwest Riverside County cities to share resources and address areas such as the Santa Ana riverbed. Corona also has a "good neighbor policy" that is used in contracts with services providers to address concerns from businesses and residents about the potential negative impacts from a homeless shelter and/or affordable housing developments. It has been adopted by the Riverside County's Continuum of Care and was used to inspire the proposed CVAG resolution.

Staff would note that CVAG's member jurisdictions generally collaborate on homelessness issues, as evidenced by the success seen with the CV Housing First program. But this collaboration has been the result political leadership, not formal policy. Having each member jurisdiction adopt a resolution will help ensure that the practice is codified and continues into the future. The resolution would encourage communication between neighbors, meaning that a city's police or code enforcement would be notified anytime another jurisdiction is relocating a homeless individual into their jurisdiction for temporary housing, emergency shelter or even a permanent relocation. Based on discussion and feedback at the November meetings of both the Public Safety Committee and the Homelessness Committee, this resolution would provide a strong encouragement of cooperation but not set a formal requirement. It would apply to city agencies as well as homeless providers, including CVAG's own CV Housing First program.

Staff is recommending the Executive Committee endorse the model resolution and direct the Executive Director to distribute it to member jurisdictions for their consideration and adoption.

Fiscal Analysis: There is no cost to CVAG for this update. Work related to the draft resolution is covered under existing staff resources.

Attachments:

- Fact sheet from California Interagency Council on Homelessness
- Draft Resolution

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 hpddhomelessnessgrants@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.

Resolution No: XXXX-XXXX

RESOLUTION OF THE CITY/ COUNTY/ TRIBAL NATION OF _____
REINFORCING A COMMITMENT TO REGIONAL HOMELESSNESS SOLUTIONS AND
ESTABLISHING A GOOD NEIGHBOR POLICY FOR CITY AGENCIES AND PROGRAMS

WHEREAS the Coachella Valley Association of Governments (CVAG) is comprised of member jurisdictions, including the City/ County/ Tribal Nation of _____, that recognize the importance of regional solutions to addressing homelessness because the issue does not start or end at any one jurisdiction's border; and

WHEREAS CVAG has spent more than two decades facilitating a coordinated approach to address homelessness in the Coachella Valley, including the CV Housing First model that focuses services on helping the chronically homeless individuals who frequently interact with law enforcement, code enforcement and local emergency rooms; and

WHEREAS addressing homelessness requires the CV Housing First program and other providers to communicate with and work collaboratively with local public safety departments, particularly in difficult situations where homeless individuals may be averse to accepting services; and

WHEREAS the U.S. Supreme Court's 2024 ruling in *Grants Pass v. Johnson* held that anti-camping ordinances did not violate the Eighth Amendment and acknowledged encampment cleanups helps maintain public health and safety in order to have public spaces accessible for the general public; and

WHEREAS CVAG's member jurisdictions also recognize that a one-size-fits-all approach is not the solution to solving this crisis, and have financially supported a range of multi-disciplinary programs from many providers with the goal of moving individuals out of homelessness and into permanent housing opportunities; and

NOW THEREFORE BE IT RESOLVED that City/ County/ Tribal Nation of _____ wants to establish itself as a good neighbor in regional solutions to addressing homelessness.

IT IS FURTHER RESOLVED that the City/ County/ Tribal Nation will encourage its agencies, including law enforcement, and all homeless service providers receiving its funding support to bolster its communication with neighboring jurisdictions by notifying neighboring public safety partners or another agency as identified by the City/ County/ Tribal Manager whenever a homeless individual from this jurisdiction is transported to another jurisdiction for temporary housing, emergency shelter and/or a permanent relocation within their jurisdiction.

The foregoing Resolution was passed by the City/ County/ Tribal Nation this ____ day of _____ 2024.

APPROVED:

Mayor/ Chair

City/ County/ Tribal Manager

ITEM 8H

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Annual contributions to the CV Housing First Program

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

Recommendation: Authorize the Executive Director to execute memorandums of understanding with member jurisdictions to increase the CV Housing First contribution to \$125,000 in Fiscal Year 2025/26 and provide for annual inflation adjustments that are reviewed by the Homelessness Committee

Homelessness Committee: Concurred (Meeting of November 20th)

Background: Since 2009, CVAG has funded its regional homelessness programs – first Roy’s Desert Resource Center, and then later programs that evolved into CV Housing First – by contributions from member jurisdictions. This process has involved CVAG staff sending a request to each city and Tribal Nation as well as the County of Riverside. Sometimes the jurisdictions approve the request as part of the annual budget; other times, it is done through a separate action. Some have done this based on calendar year, and others on fiscal year – adding to additional record keeping at CVAG.

Over all this fifteen year span, the annual contribution requests to cities have remained consistent around \$100,000 and have not increased with the rates of inflation. In 2021, at the recommendation of the CVAG Homelessness Committee, the CVAG Executive Committee authorized the Executive Director to negotiate and execute Memorandums of Understanding (MOU) with member cities to secure multi-year funding commitments for the CV Housing First program. Many jurisdictions opted to approve the agreements with CVAG, and other cities opted to continue the annual invoice from CVAG. The County of Riverside, which has been instrumental in helping CVAG secure additional funds through grants, has an agreement for general fund contributions through Fiscal Year 2025/2026.

The MOUs with partnering cities have had varying end dates, and CVAG’s existing agreements are set to expire in June 2025. Until Fiscal Year 2023/24, CV Housing First operations were fully funded by these contributions, including a now-ended contribution from the Desert Healthcare District/ Foundation, as well as occasional grants. This allowed CVAG to develop a fund balance and start planning for future needs. But the program now is operating at a deficit, as rents of the crisis stabilization units continue to increase and other costs go up.

In anticipation of reaching out to member jurisdictions about extending financial support of the program in the form of a multi-year MOU, CVAG staff is recommending that the Homelessness and Executive Committees consider increasing the requested contribution to \$125,000 a year and

incorporating an annual increase into the agreement, similar to the approach CVAG uses with its other programs and its membership dues.

This additional funding is necessary to maintain current levels of service, including a dedicated program staff of six full time employees and a conservative approach to the number of crisis stabilization units being rented. Without additional revenue, CVAG will continue to draw down on the program's financial reserves. This additional funding is not about expanding the program, which has proven to be consistently successful in securing permanent housing solutions for the hardest-to-serve chronically homeless individuals. While some cities have expressed interest in CVAG expanding its services, staff remains reluctant to agree to a program expansion until the availability of vouchers and affordable housing units would allow CVAG to also increase the number of homeless individuals permanently housed each year.

Long-term funding agreements will ensure financial stability for the program and avoid the uncertainty – and significant staff time – that comes with the traditional process of asking cities for funds each year. CVAG staff has consulted with Legal Counsel, who notes that there is no legal impediment to cities entering into a multi-year commitment. Additionally, the California Constitution debt limit only prohibits a multi-year contract where the funds to pay the full contract are not on hand, and that the amount of this proposed MOU does not appear large enough to create that concern.

Fiscal Analysis: The recommended action would increase the annual contribution request to cities to \$125,000 starting in Fiscal Year 2025/26. This would be the first time in more than 15 years that CVAG has increased the requested amount, which at one point was set at \$103,000 when Roy's Resource Center was open. It would generate an additional \$200,000 if approved by all cities currently participating in the program.

The CV Housing First program, including the staffing and program operations, is funded by contributions from member jurisdictions and grants. Riverside County's contribution through June 2026 is for \$359,711 annually. CVAG's Fiscal Year 2024/25 Budget anticipates a \$1,733,687 operating budget, with a \$388,941 deficit being covered by the program's fund balance. CVAG continues to seek grant opportunities, such as the Homeless Housing, Assistance and Prevention (HHAP) funding that is detailed in a separate staff report. CVAG projects there will be a \$2.163 million fund balance after this fiscal year's deficit-driven reduction. If this pattern continues and no additional funding is secured, the deficit will likely be depleted within three to five years.

Much of the CV Housing First budget is tied directly to personnel costs because CV Housing First is a labor-intensive program. The team is directly managing each client, first during outreach and then while they are in a crisis stabilization unit. As noted by members of the Homelessness Committee meeting, it takes a significant amount of staff time per client for that client to be successfully housed. The program invests that time knowing that there is a time, and cost savings, when there are fewer chronically homeless individuals for code enforcement or law enforcement to address.

The recommended action would also endorse the incorporation of an annual inflation adjustment into the MOUs. The inflation factor shall be the same one utilized to budget other CVAG programs, which is based on the Riverside-San Bernardino-Ontario Area Consumer Price Index (CPI). Such CPI will be identical to the one reviewed by the Finance and Executive Committees when

considering an increase to membership dues during the budget process. With approval, the increase would be reviewed annually by the Homelessness Committee before taking effect.

ITEM 9a**2024/2025 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
December 2, 2024**



STAFF REPORT

Subject: **Status of I-10 & SR 86 Interchange Projects**

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

Recommendation: Information

Background: Attached is the status for Interstate 10 and State Route 86 interchange projects as of October 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 and enhanced connection to CV-Link. Right-of-way (ROW) acquisition is underway. Right-of-way (ROW) acquisition is 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. ROW acquisition is now underway.

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 complete. PS&E underway. Twenty-Nine Palms Tribe of Mission Indians to become Lead Agency for project.

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
11/25/2024



Project Description	Lead Agency	CVAG Funded						Status	
		PEng	ENV	PS&E	ROW	CON	Through		
Interchanges									
Avenue 50 @ 86S	COA						ROW	CVAG approved funding for PS&E & ROW.	
Avenue 50 @ I-10	COA						PS&E	PS&E contract underway.	
Jackson Street @ I-10	COR						PS&E	Final Env Doc approved by Caltrans. 95% Plans are being prepared. ROW acquisition now underway. Additional funding requested as part of separate agenda item.	
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 completed pending minor punch list items.	
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 (Ave 49 to Ave 52)	Indio						PS&E/CON	Phase I (widening CON) began in August 2024. Phase II (undergrounding, signals, sidewalk CON) expected late 2025. Additional funding requested as part of a separate agenda item.	
Jefferson Street (Ave 38 to Sun City Blvd)	Indio						Environmental	Design and environmental phase underway. Additional funding requested as part of a separate agenda item to complete PA&ED.	
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. Caltrans approved Type Selection. PS&E underway.	
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 CON.	
Dune Palms Road Bridge over WWR	LQ						Construction	Project under construction. Second half deck poured on July 29th. Expected completion by January 2025. Additional funding requested as part of a separate agenda item.	
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						ROW	Final design submitted to RCFC&WCD for approval. Pending RCFC&WCD permit for ROW Certification	
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	Project in construction.	
Vista Chino Bridge over WWR	PS						PEng	Project is in PEng phase. Extensive negotiations with SCE for utility relocation.	
Interchange Preparation Fund Projects									
Da Vall Drive @ I-10	CC						PSR	PSR-PDS approved by Caltrans.	
Dillon Road @ I-10 & SR86	COA						PSR	PSR and PA&ED complete. Additional funding requested as part of separate agenda item to close out PA&ED contract and close out project with City of Coachella. Twenty Nine Palms Tribe of Mission Indians will become lead agency .	
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 65% complete.	
CV Sync - Phase III & I-10 Bypass Study	CVAG						PEng/ENV	In progress. Draft Feasibility Study Report and CV Sync preliminary plans due in December 2024.	
Flooding and Blowsand - Indian Canyon Drive	CVAG						PEng/ENV	CVWD completed review and design engineers addressing comments for hydrology reports and models.	
Flooding and Blowsand - Varner Road	CVAG						PEng/ENV	Cathedral City, County and CVAG staff provided comments on the traffic and hydrology studies. Consultant finalizing studies.	
Flooding and Blowsand - Access Study	CVAG						PEng/ENV	Final Report is anticipated this fall.	
Broadband Strategic Plan	CVAG							Market Assessment and Needs Assessment are complete. Gap Analysis is nearing completion and High Level Design will commence in Q4 2024.	

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: PA&ED = 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	
PEEng	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
 11/25/2024



Bike & Pedestrian Safety Projects Project Description	Lead Agency	CVAG Funded			Status
		Design	CON	Through	
Avenue 48 Bicycle Lanes	Indio			Construction	Project completed.
Calhoun Street Improvements	Indio			Construction	Project completed.
Date Palm Sidewalk Gaps	CC			Construction	Project completed.
Dinah Shore Mid-Block Crossing	CC			Construction	Project completed.
Indian Canyon Intersection Pedestrian Enhancements	PS			Construction	Project completed.
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				Substantial completion anticipated by end of 2024 with project total completion in June 2025.
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				Design 90% complete.

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 December 2, 2024



STAFF REPORT

Subject: **Developing Criteria for the 2025 Update of the Transportation Project Prioritization Study (TPPS)**

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

Recommendation: Information

Background: On October 21, 2024, the Transportation Committee conducted a comparative analysis exercise to prioritize criteria that is being considered for the 2025 update of the Transportation Project Prioritization Study (TPPS), which serves as the guiding document to regional transportation investments. The TPPS ranks the regional arterial projects in the Coachella Valley based on a system of criteria adopted by CVAG's Transportation and Executive Committees. The accompanying Regional Arterial Cost Estimate (RACE) provides a cost estimate, in current dollars, of the segmented improvement projects. Once adopted, the TPPS, RACE and the Regional Active Transportation Plan (ATP) serve as the basis for the Transportation Uniform Mitigation Fee (TUMF) Nexus Study. CVAG and its member agencies generally focus their efforts on the transportation projects ranked in the top 10 percent of the TPPS ranking, although factors such as the availability of state and federal funding also may determine how projects move forward for CVAG's consideration.

CVAG typically updates the TPPS and RACE every five years. The last update was completed in 2016. Amid the significant disruptions associated with the COVID-19 pandemic, the 2020 TPPS update was postponed.

Now that regional traffic patterns have returned to pre-COVID levels, data can be collected and used to analyze the regional transportation network. Additionally, with Riverside County Transportation Commission's adoption of the 2024 Traffic Relief Plan (TRP), there are new projects that should be considered for inclusion in the TPPS, such as CV Rail, managed lanes along Interstate 10, transit priority systems, and regional pavement management. The October meeting of the Transportation Committee will effectively launch the process of updating the TPPS, with the process anticipated to run through 2025.

The October workshop provided an opportunity to review the four TPPS criteria that have been used for three decades to "prioritize" investments – Pavement Condition; System Continuity (Gaps); Congestion (Level of Service); and Accident Rates. The Committee also analyzed as eight new criteria that staff identified based on members' previous feedback and state and federal funding opportunities: Encourage Infill Development; Improve Climate & Disaster Resiliency; Improve Access In & Out of the Coachella Valley; Add Pedestrian & Bicycle Routes; Improve

Aesthetics; Improve Access In & Out of Events; Build Infrastructure in Disadvantaged Communities; and Improve Mobility for Disadvantaged People.

On October 21, 2024, the Transportation Committee spent time on each of the 12 criteria. During the comparative analysis, committee members assessed each criterion in pairs (Figure 1), selecting and weighing the criteria based on their importance. Throughout this exercise, more than 60 combinations of criteria were compared and assessed. The Committee reviewed each selection openly and collectively made their decision.



The resulting criteria ranking and the detailed scoring are provided as attachments below. *Figure 1-Comparative Analysis example.*

TPPS Update Next Steps

This prioritized list of criteria has been distributing to the member jurisdictions' staff for their review and feedback. CVAG staff will collaborate with agencies to refine each criterion and assess potential impacts on CVAG's project prioritization process. Based on the additional feedback, staff will return to the Transportation Committee with recommendations for both TPPS criteria and related policy changes.

Once approved, the prioritization criteria will be used to generate a project evaluation methodology consistent with the goals of the committee. The prioritization criteria will also help staff identify the necessary data needed for this assessment. Staff will utilize data available from the CV Sync network of traffic signals and "big data" sources to capture data such as traffic counts and turning movements throughout CVAG's regional transportation network. Other necessary data will be collected using vendors or subcontractors as required.

Updating the TPPS is the critical first step in establishing an infrastructure funding strategy for the planning and construction of regional transportation infrastructure throughout the Coachella Valley. Once the TPPS update is complete, staff will proceed with updating the associated RACE, ATP and TUMF nexus study. Once the TPPS and RACE are updated, outside funding sources are accounted for, the RACE estimate is adjusted, and then the TUMF nexus study can be prepared to allocate project costs attributed to new development.

Fiscal Analysis: There is no additional cost to CVAG at this time. Using the recommended criteria and finalized evaluation methodologies, a request for proposal (RFP) will be prepared to secure qualified consultants to assist with the 2025 TPPS Update. CVAG staff will engage with member agencies to coordinate this process and will return to the Transportation Committee and the Executive Committee for further consideration and approval.

Attachments:

CRITERIA	Score	Rank
Build Infrastructure in Disadvantaged Communities	24	1
Improve Climate & Disaster Resiliency	20	2
Fill System Gaps	16	3
Add Pedestrian & Bicycle Routes	16	3
Improve Mobility for Disadvantaged People	14	5
Reduce Congestion	10	6
Reduce Accidents	10	6
Improve Pavement Condition	9	8
Improve Access In & Out of the Coachella Valley	9	8
Improve Access In & Out of Events	3	10
Reduce VMT / Encourage Infill Development	2	11
Improve Aesthetics	0	12

Figure 2-Final Ranked Criteria

CRITERIA	Improve Pavement Condition	Fill System Gaps	Reduce Congestion	Reduce Accidents	Reduce VMT / Encourage Infill Development	Improve Climate & Disaster Resiliency	Improve Access In & Out of the Coachella Valley	Add Pedestrian & Bicycle Routes	Improve Aesthetics	Improve Access In & Out of Events	Build Infrastructure in Disadvantaged Communities	Improve Mobility for Disadvantaged People	SUM	Rank
Improve Pavement Condition	A B 1	A C 2	A 2 D	A 1 E	A 1 F	A G 1	A H 1	A 3 I	A 2 J	A K 3	A L 1		9	8
Fill System Gaps		B 2 C	B 2 D	B 2 E	B F 2	B 2 G	B 2 H	B 3 I	B 2 J	B K 2	B L 1		16	3
Reduce Congestion			C 1 D	C 2 E	C F 2	C G 1	C H 1	C 3 I	C 2 J	C K 1	C L 1		10	6
Reduce Accidents				D 1 E	D F 2	D 2 G	D H 2	D 3 I	D 3 J	D K 2	D 1 L		10	6
Reduce VMT / Encourage Infill Development					E F 2	E G 1	E H 2	E 2 I	E J 1	E K 2	E L 2		2	11
Improve Climate & Disaster Resiliency						F 2 G	F 2 H	F 4 I	F 4 J	F K 2	F L 1		20	2
Improve Access In & Out of the Coachella Valley							G H 3	G 3 I	G 3 J	G K 1	G L 1		9	8
Add Pedestrian & Bicycle Routes								H 4 I	H 3 J	H K 2	H L 1		16	3
Improve Aesthetics									I J 2	I K 4	I L 3		0	12
Improve Access In & Out of Events										J K 4	J L 3		3	10
Build Infrastructure in Disadvantaged Communities											K 1 L		24	1
Improve Mobility for Disadvantaged People													14	5

Figure 3-Criteria Matrix

ITEM 9f

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Local approaches to addressing street racing

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

Recommendation: Information

Background: Members of the Public Safety Committee have shown an interest in discussing street racing and have repeatedly requested updates be brought forward for information sharing. In California, it is illegal to engage in street racing or speed contests on public roads, streets and highways. Those punished for these crimes often face misdemeanor charges that may carry jail time, probation and fines.

The most recent update on this topic was provided in June 2004, when representatives from the California Highway Patrol's (CHP) Indio station talked about the trends across the region. At the November meeting, Indio Police Chief Brian Tully and Lt. Andrew Leyva provided an update on the City's own efforts. Indio Police Department has long worked to curb street racing, and in 2009 was the first law enforcement agency in Riverside County to destroy street racing vehicles whose owners have been convicted.

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

ITEM 9g

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Countywide efforts to clean up homeless encampments

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

Recommendation: Information

Background: In September 2024, CVAG's Homelessness Committee and Public Safety Committee held a joint meeting to discuss the issue of homeless encampments and how local cities are addressing them in the wake of the U.S. Supreme Court ruling in *City of Grants Pass v. Johnson*. In the landmark decision, the 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.

At its November meeting, the Homelessness Committee's agenda included two items related to encampments. One was an update on an influx of grant funding, which was presented by Greg Rodriguez, Riverside County Housing and Workforce Solutions' Deputy Director for Government Affairs and Community Engagement.

Riverside County and the City of Palm Springs were among the 18 local governments that received funding from the State in October to clear homeless encampments and provide shelter, care, and support. The funds are from California's Department of Housing and Community Development's Encampment Resolution Funds, which the Governor's office says is designed to help communities address "dangerous encampments." Riverside County received more than \$12.6 million, which will be spent on cleanups in western Riverside County. The City of Palm Springs received about \$5.1 million.

The funding is aimed at helping clean up encampment sites and ensuring the homeless individuals are connected to a housing solution. In announcing the funds, the Governor's Office also stressed the awardees must also adhere to all state housing and homeless laws, including compliance with their Housing Elements, or else the State could take back the funding.

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

Attachment: Housing and Community Development announcement of grant funding, October 4

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 hpddhomelessnessgrants@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.

ITEM 9h

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Local Government Waste Tire Amnesty Grant TA6 Annual Report

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

Recommendation: Information

Background: CVAG, in partnership with its member jurisdictions and Southern California Mountains Foundation, 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 Local Government Waste Tire Amnesty Grant is a state-funded initiative aimed at promoting the proper collection and recycling of tires. The grant supports event coordination and staff services to host events that reduce environmental contamination from improper disposal and increase public awareness. These events provide community members with an accessible option for the proper disposal of tires, directly contributing to the reduction of illegally disposed tires in the Coachella Valley.

During the TA6 grant cycle, 1,350 tires were successfully collected and recycled through designated events coordinated and staffed by Southern California Mountains Foundation. The team held two events in the City of Coachella; two in the City of Indio; and one each in the cities of Blythe, La Quinta and Rancho Mirage. All the events included bilingual outreach.

At the end of each funding cycle, the Annual Report for the Local Government Waste Tire Amnesty Grant is due. The Annual Report for 2024 was submitted to the State on October 22, 2024. The report includes detailed accounts of program activities, the total number of tires collected, financial expenditures, achievements over the past year, and recommendations for future initiatives.

Staff and the project partners recognize the benefits that additional funding would have to enhance outreach and coordination efforts. For the next grant funding cycle (TA7), Southern California Mountains Foundation is collaborating with the Coachella Valley Mosquito and Vector Control District in Indio. This partnership aims to educate the community about the risks associated with standing water in discarded tires, which can contribute to increased mosquito activity.

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

Attachment: Annual Report

Local Government Waste Tire Amnesty Grant Program Payment Request Checklist and Final Report

This is a “dual-purpose” form:

- Checklist (page 1) – providing payment request guidance
- Final Report (page 2) – required for **final** payment request

Instructions: Upload completed form to the GMS “Reports Tab”.

Final Payment Request Checklist

Date:

Grantee Name:

Grant Number Assigned by CalRecycle:

Notice to Proceed date: (costs incurred prior to this date are ineligible)

Grant Payment Request (General Grant Forms - [CalRecycle 87](#))

- ☒ Box 6 check “Final.”
- ☒ Box 7 is the total amount of expenditures being claimed.
- ☒ Box 14 contains e-signature (digital) of person authorized in Resolution or Letter of Designation.

Expenditure Itemization Summary (Tire Amnesty Grant Forms - [CalRecycle 755](#))

itemize all expenses since the last payment request.

- ☒ Contains sufficient detail to match each entry to an invoice.
- ☒ The form should reflect the same line-items on the ‘Budget’ form.

Supporting Documentation Use highlighting and/or notes to indicate applicable information on each document for clarity.

- ☒ Personnel Expenditure Summary, (General Grant Forms - [CalRecycle 165](#) or similar) if personnel hours claimed.
- ☒ Cost and Payment Documentation is needed for all expenditures; reference the “Procedures and Requirements resource document for details. Each line-item listed on the [CalRecycle 755](#) will require documentation showing the cost and “proof” that the item has been paid. (Invoices, Receipts or Copies of paid checks are common examples)
- ☒ Copies of all public education/advertising artwork (not previously submitted for approval) funded by the Grant.
- ☐ Waste Tire manifests, if applicable.

Reliable Contractor Form (General Grant Forms - [CalRecycle 168](#))

- ☒ Reliable Contractor Declaration – Ensure this form has been completed for all contractors and submitted in GMS – Reports tab.

Final Report

☒ Grantee agrees with the following disclaimer:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the Department of Resources Recycling and Recovery, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

This form should reflect work since receipt of the Notice to Proceed to the end of the grant term.

Total number of tires or passenger tire equivalent" (PTE) collected during the grant term:

1,350

Provide information regarding the success of the grant program in reducing the number of illegally disposed waste tires.

2 events in the City of Coachella coordinated and staffed by Southern California Mountains Foundation

2 events in the City of Indio coordinated and staffed by Southern California Mountains Foundation

1 event in the City of La Quinta coordinated and staffed by Southern California Mountains Foundation

1 event in the City of Rancho Mirage/Thousand Palms coordinated and staffed by Southern California Mountains Foundation

1 event in the City of Blythe coordinated and staffed by Southern California Mountains Foundation

Describe any findings or recommendations that you feel could improve the Tire Amnesty Program.

Additional funding dedicated to outreach and coordination efforts would be greatly appreciated. For the next cycle (TA7), Southern California Mountains Foundation is coordinating efforts with the Coachella Valley Mosquito and Vector Control District in the City of Indio to increase local awareness of standing water build up that can accumulate in discarded tires, leading to increased mosquito activity

Emily Langenbahn
Signature (does not have to be signatory)

10/22/2024

Date

ITEM 9i

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Electric Vehicle Charging Station in the City of Blythe

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

Recommendation: Information

Background: Members of CVAG's Energy & Sustainability Committee have repeatedly expressed interest in efforts to improve the infrastructure for electric vehicles. At their November meeting, the Committee members received a presentation from Michael Ganny, WattEV Director of Grants and Governmental Affairs, and Mallory Crecelius, City of Blythe's Interim City Manager, who will provide an overview of the City's efforts to provide electric vehicle charging for trucks along Interstate 10 (I-10).

Earlier this year, the City of Blythe was awarded a \$19.6 million grant through the U.S. Department of Transportation (DOT) Charging and Fueling Infrastructure Discretionary Grant program. This grant funds the installation of the WattEV Electric Vehicle (EV) Charging Station project in Blythe to establish a publicly accessible, multi-class electric vehicle charging facility on a 127-acre parcel of land along the I-10. By introducing this electric truck charging facility along the I-10 freight corridor, WattEV and the City of Blythe are aiming to contribute to the broader shift toward sustainable transportation for the western United States, aligning with nationwide environmental efforts and supporting the growing interstate electric truck commerce, as well as working to reduce emissions.

At full capacity, the Blythe station will enable charging for more than 46,000 trucks annually with 30 CCS chargers, and more than 38,000 trucks annually with six MCS chargers. The site will also feature 5.2 MW of renewable energy capacity from an onsite photovoltaic field and a 2.75 MW battery energy storage system. With a charging station along this key corridor, WattEV aims to allow for faster recharging for semi-trucks in just 20 minutes for 300 miles of range. The goal is to fundamentally shift the way truck drivers view the viability of electric vehicles and trucks for increasingly longer freight runs.

The WattEV project was one of 47 projects funded in the first round of the Charging and Fueling Infrastructure (CFI) Program, which focuses on the strategic deployment of publicly accessible electric vehicle charging and alternative fueling infrastructure. The second round of the grant awards were issued in August, and the program has funded \$1.144 billion in projects to date.

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

ITEM 9j

Coachella Valley Association of Governments Executive Committee December 2, 2024



STAFF REPORT

Subject: City of Palm Springs' Home Energy Efficiency Reach Code

Contact: David Freedman, Program Manager (dfreedman@cvag.org)

Recommendation: Information

Background: CVAG staff, through the Inland Regional Energy Network (I-REN)'s Codes & Standards Program, has been providing technical assistance to the City of Palm Springs Office of Sustainability on a draft ordinance that would require older single-family homes that are undergoing additions, alterations, or remodels to make certain targeted upgrades, where applicable and feasible, to bring them closer to the provisions of the 2022 California Energy Code. The ordinance is also tailored to the requirements of the 2025 California Energy Code. This ordinance, which is still under consideration by the City of Palm Springs, could ultimately serve as a model for the entire region.

The Warren-Alquist Act authorizes the California Energy Commission (CEC) to adopt rules and regulations, as necessary, to reduce the inefficient consumption of energy and water in newly constructed buildings and certain additions and alterations to existing buildings. One of the ways the CEC satisfies this requirement is through the California Building Energy Efficiency Standards, also known as the California Energy Code. The Energy Code includes all the energy efficiency requirements applicable to newly constructed buildings and additions and alterations to existing buildings.

As a portion of the California Building Code (Title 24), the Energy Code (Title 24, Part 6) is maintained and updated every three years by the CEC and the Building Standards Commission (BSC). The CEC is required to adopt or revise standards that shall be cost-effective when taken in their entirety and when amortized over the economic life of the structure compared with historic practice. The 2022 California Energy Code went into effect on January 1, 2023. The CEC adopted the 2025 California Energy Code on September 11, 2024, and the BSC is expected to formally approve it in December 2024 or January 2025, to be effective on January 1, 2026.

Homes in CVAG's region have been built over the years to meet the applicable Energy Codes, which were first put in place in 1978. Since then, new homes have gotten healthier and more efficient while some existing homes, particularly those built before 2011, have been left behind. The work underway by CVAG staff and the City of Palm Springs aims to address this dichotomy.

The Palm Springs City Council and Sustainability Commission directed City staff to investigate such an ordinance as part of the City's 2021 Climate Action Roadmap. This ordinance will be a "reach code" for the City, essentially a local building energy code that "reaches" beyond the state minimum requirements for energy use in building design and construction. In addition to the triennial Energy Code updates, the CEC encourages local governments to adopt energy efficiency standards exceeding the Energy Code. The CEC considers that these jurisdictions are living laboratories for a clean energy future, reduce state greenhouse gas (GHG) emissions and lead from the grassroots.

Local governments are required to apply to the CEC for approval of a reach code. Under Section 10-106 of the Energy Code, local governments adopting reach codes must demonstrate that the requirements of the proposed ordinance are cost-effective, and the application must include the basis of the local government's determination that its standards are cost-effective. The CEC must find that the local standards will require buildings to be designed to consume no more energy than permitted by the Energy Code. CEC staff reviews the application to confirm these criteria are met and makes a recommendation for CEC approval based on the findings. The CEC has recently approved existing home energy efficiency reach codes for Marin County, the City of San Luis Obispo and the Town of Corte Madera. Following approval from the CEC, the ordinance must be filed with the BSC to be legally enforceable.

In addition to state legal requirements, in line with a 2023 decision from the Ninth Circuit Court of Appeals in the California Restaurant Association v. Berkeley case, a reach code must not be preempted under the federal Energy Policy and Conservation Act. Under this Act, a reach code may not require the use of appliances that exceed Federal standards.

Enacting a reach code that requires upgrades at the point of renovation or alteration is one of the few ways to improve energy efficiency and reduce carbon output of existing buildings. As a result of the upgrades, these homes can expect lower energy bills, a more comfortable house that is better adapted to extreme heat, and a lower carbon footprint. Community-wide GHG emissions and energy consumption would also be reduced.

Palm Springs' Proposed Ordinance Requirements

Because newer homes have already been built to meet more recent Energy Codes, the proposed Palm Springs ordinance covers single-family homes and duplexes built in Palm Springs before 2011 that are doing additions, alterations or remodels that trigger the need for a building permit. Potential examples of what projects would need to comply are:

- Adding square footage;
- Adding windows and doors;
- Moving interior walls;
- Reroofing;
- Electric panel upgrades;
- Kitchen, bath or laundry room remodels;
- Modification or replacement of heating, ventilation and air conditioning; and
- Solar PV (photovoltaics) or thermal installation

Other projects, including repairs to existing equipment, accessory dwelling units and projects in mobile or manufactured homes, would not trigger this requirement. Residents who receive income-based discounted rates for electricity would be exempt from the ordinance's requirements.

Based on the type and value of the building permit and year in which the home was built, different energy saving measures would be required. LED lighting and photosensors would be required (if not already installed) regardless of permit value. Qualifying projects having a permit value of at least \$10,000 would also be required to install the water heating package, consisting of hot water pipe insulation and shower and sink fitting upgrades. In addition to those required measures, residents will have flexibility of which additional measures they want to combine.

Measures fall roughly into two categories: energy efficiency and reduction in fossil fuel use. Efficiency and fossil fuel reduction measures will improve thermal comfort in the buildings, improve indoor air quality, and save money over time. Cost-effectiveness is based on the 2022 Cost-effectiveness Study: Existing Single Family Building Upgrades prepared for the California Codes and Standards Reach Codes program

of the state's three investor-owned utilities. Data specific for Climate Zone 15, which covers all of CVAG's region, are derived from the program's online Cost-Effectiveness Explorer and are attached to this staff report.

The Cost-Effectiveness Explorer produces a target metric that represents a user-defined fraction of the total site energy savings for all cost-effective retrofit measures – the Target Score. The Explorer also produces a table of all available measures, including those that are not cost-effective, that are weighted using the same site energy metric. Using these values, specific to each home vintage, an applicant may install any combination of efficiency, solar and electrification measures that meet or exceed the target value. The study supports separate Target Scores for three different vintages, all of which are pre-2011.

Next Steps

The proposed ordinance is still being evaluated by the Palm Springs Sustainability Commission, with the item expected to go to City Council early next year. Following that adoption, Palm Springs will begin the steps necessary for CEC approval.

The CEC generally approves reach code ordinances within 60 days of receiving a complete filing package from the adopting jurisdiction. Once the CEC has approved the Palm Springs ordinance, CVAG staff will return to the Energy & Sustainability Committee with an update and consideration of a model ordinance for CVAG's region.

Fiscal Analysis: There is no cost to CVAG for this informational update. Staff time dedicated to I-REN is covered through the I-REN budget.

Attachments:

1. Palm Springs Ordinance Framework Summary
2. Cost-Effectiveness Results Summary – Palm Springs / Climate Zone 15

Possible Palm Springs Existing Home Energy Efficiency Ordinance – Or, “Energy Efficient Renovations”

Overview: An ordinance of the City of Palm Springs, California, adding section 8.04.066 of the Palm Springs Municipal Code to require single family buildings built before 2011 undergoing additions, alterations or remodels to make certain targeted energy efficiency upgrades. This ordinance will be a reach code - a local building energy code that “reaches” beyond the state minimum requirements for energy use in building design and construction.

Main concept: The permit amount of an alteration to a home will require or “trigger” Energy Efficient (EE) measures.

Background: From our 2020 GHG Inventory, residential buildings make up 22.6% of our GHG emissions. This was a suggested action in our 2021 Climate Action Plan. In the 2016 Sustainability Plan, established a vision that Palm Springs is resilient and carbon neutral and set the following goals:

- reduce GHG emission by 80% from our 1990 levels
- encourage one million sq feet of green buildings
- reduce energy and carbon use from new homes and buildings
- supply 50% of energy from renewable sources by 2030
- help PS become more climate resilient - efficient homes are better able to withstand extreme temperatures and use less energy

Additionally, the California Air Resources Board is required to ensure that statewide GHG emissions are reduced at least 40 percent below 1990 levels by December 31, 2030, and 85% below 1990 levels by 2045 through AB 1279.

As every city is unique in terms of the climatic, geologic, and topographical conditions, amending the California Energy Code to fit local needs would be reasonable. Enacting a reach code of this type is one of the few ways (other than bans on connections, sale of appliances, etc.) to improve energy efficiency and reduce carbon output of existing buildings.

Key Provisions and Implications: A section will define a Covered Single-Family Project as a project that was constructed before 2011 has been permitted for any of the following:

- Any additions, or any change, rearrangement or addition, other than a repair, of the structural elements of an existing building including foundations, footing, sub-floors, lintels, beams, columns, girders, slabs, roof trusses, staircases, load bearing walls, door frames, window frames, or any other part of the building that resists force or moment.
- Change or rearrangement of the plan configuration of walls and full-height partitions of an existing building.

- Modification of the electrical system, heating or cooling equipment or gas plumbing

The exceptions include the following:

- Specific house conditions like historic preservation design guidelines
- HOA covenant/deed restrictions on the property
- Mobile Homes, Manufactured Housing, or Factory-built Housing
- Individuals who receive CARE/FERA via the utilities
- building vintage reclassification
- medically necessary improvements or solely of seismic safety improvements, etc.

Based on the permit value, you have to do the mandatory measures plus a combo of additional measures as long it totals the minimum points. It will give flexibility to residents of which additional measures they want to combine.

Additional measures include Air Sealing, R-49 Attic Insulation, Duct Sealing, New Ducts, R-6 Insulation + Duct Sealing, New Ducts, R-8 Insulation + Duct Sealing, Windows, Wall Insulation, Cool Roof, Heat Pump Water Heater Replacing Gas, High Efficiency Heat Pump Water Heater Replacing Gas, Heat Pump Water Heater Replacing Electric, High Efficiency Heat Pump Water Heater Replacing Electric, Heat Pump Space Conditioning System, High Efficiency Heat Pump Space Conditioning System, etc. These measures will have different value points based on cost-effectiveness and GHG emission reduction.

Table 150.0-I Target Score			
	Building Vintage		
	Pre-1978	1978 - 1991	1992 - 2010
Permit Value	Target Score		
All Projects	LED + Photosensors	LED + Photosensors	LED + Photosensors
\$10,000 - \$24,999	+ Water Heating	+ Water Heating	+ Water Heating
\$25,000 - \$49,999	+ Water Heating & 16 points	+ Water Heating & 12 points	+ Water Heating & 6 points
\$50,000 - \$99,999	+ Water Heating & 32 points	+ Water Heating & 25 points	+ Water Heating & 12 points
\$100,000 +	+ Water Heating & 48 points	+ Water Heating & 37 points	+ Water Heating & 17 points

Table – Proposed Measure Scores

Table 150.0-J: Measure Menu				
		Building Vintage		
Table 150.0-K ID	Measures	Pre-1978	1978 - 1991	1992 - 2010
E1	Lighting Measures	Mandatory		
E2	Water Heating Package	Mandatory for all projects with a permit value of \$10,000 or more		
E3	Air Sealing	1	1	--
E4.A	R-38 Attic Insulation	7	3	1
E4.B	R-49 Attic Insulation	8	4	1
E5	Duct Sealing	9	10	1
E6.A	New Ducts, R-6 Insulation + Duct Sealing	17	13	5
E6.B	New Ducts, R-8 Insulation + Duct Sealing	18	14	5
E7	Windows	12	10	3
E8	Wall Insulation	5	--	--
E9	Reserved for future use	--	--	--
E10.A	R-19 Raised floor insulation	4	4	--
E10.B	R-30 Raised floor insulation	4	4	--

E11	Cool Roof	2	2	1
E12	Radiant Barrier Under Roof	4	3	1
FS1	Heat Pump Water Heater Replacing Gas	11	11	11
FS2	High Eff. Heat Pump Water Heater Replacing Gas	11	11	11
FS3	Heat Pump Water Heater Replacing Electric	4	4	4
FS4	High Eff. Heat Pump Water Heater Replacing Electric	4	4	4
FS5	Heat Pump Space Conditioning System	2	1	1
FS6	High Eff. Heat Pump Space Conditioning System	5	3	1
FS7	Dual Fuel Heat Pump Space Conditioning System	2	1	1
FS8	Heat Pump Clothes Dryer	1	1	1
FS9	Induction Cooktop	1	1	1
PV	Solar PV	17	17	17

ER1	Electric-Readiness – Service Upgrade	Mandatory (see Note 2 below)
ER2	Electric-Readiness – End Uses	Mandatory (see Note 3 below)

Note 1: Cool Roof (Measure E11) and Radiant Barrier (Measure E12) required when replacing 50% or more of an existing roof.

Note 2: Electric Readiness Service Upgrade (Measure ER1) required to claim Solar PV credit.

Note 3: Electric Readiness – End Uses (Measure ER2) required for the following project scopes:

If the service panel is being upgraded or to claim the Solar PV credit, satisfy any [one / two] of the electric-readiness measures from ER2 in Table 150.0-K.

If the kitchen is being remodeled, make the range electric ready as specified in ER2, Item D in Table 150.0-K and upgrade the panel board as specified under ER1 in Table 150.0-K. Exception: If an electrical permit is not otherwise required for the project other than compliance with this Item.

If the laundry room is being remodeled, make the dryer electric ready as specified in ER2, Item C in Table 150.0-K and upgrade the panel board as specified under ER1 in Table 150.0-K. Exception: If an electrical permit is not otherwise required for the project other than compliance with this Item.

Cost-Effectiveness Results Summary

City of Palm Springs

Climate Zone 15



Generated October 03, 2024 from the Cost-Effectiveness Explorer

https://explorer.localenergycodes.com/jurisdiction/palm-springs-city/study-results/15-SCE?only_study_type=existing-buildings

LEGAL NOTICE: This tool was prepared by Pacific Gas and Electric Company and funded by the California utility customers under the auspices of the California Public Utilities Commission. Copyright 2024, Pacific Gas and Electric Company. All rights reserved, except that information from this tool may be used, copied, and distributed without modification. Neither PG&E nor any of its employees makes any warranty, express or implied; or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any data, information, method, product, policy or process disclosed in this tool; or represents that its use will not infringe any privately-owned rights including, but not limited to, patents, trademarks or copyrights.

Single Family | Built before 1978 (12,598 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022

Table 1 of 2

Measure	Benefit/Cost Ratios				Per Home Results	
	On-Bill (2022 Esc) ≥ 1.0 is cost effective	On-Bill (2025 Esc) ≥ 1.0 is cost effective	2022 TDV ≥ 1.0 is cost effective	LSC ≥ 1.0 is cost effective	Incremental Cost	Annual Bill Savings (on-bill)
Heat Pump Space Conditioner	--	0.1	--	0.4	\$1,324	\$8
Dual fuel heat pump space conditioner	--	0.3	--	0.7	\$1,906	\$14
R-19 Raised Floor Insulation	2.5	2.8	--	2.0	\$3,633	\$335
R-30 Raised Floor Insulation	2.5	2.8	--	2.0	\$4,113	\$377
R-13 Wall Insulation	3.8	4.2	--	2.7	\$2,950	\$413
R-38 Attic insulation	2.6	2.8	--	1.7	\$6,762	\$625
R-49 Attic insulation	2.6	2.8	--	1.7	\$7,446	\$697
Windows	2.9	3.1	--	1.7	\$11,463	\$1,170
Radiant Barrier Under Roof (when re-roofing)	11.2	12.0	--	6.5	\$893	\$358
Cool roof .20 Solar Reflectance	6.0	6.4	--	3.3	\$893	\$255

Single Family | Built before 1978 (12,598 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022 (Continued)

Table 1 of 2

Measure	Benefit/Cost Ratios				Per Home Results	
	On-Bill (2022 Esc) ≥ 1.0 is cost effective	On-Bill (2025 Esc) ≥ 1.0 is cost effective	2022 TDV ≥ 1.0 is cost effective	LSC ≥ 1.0 is cost effective	Incremental Cost	Annual Bill Savings (on-bill)
New Ducts, R-6 Insulation + Duct Sealing	10.0	10.7	--	6.1	\$4,808	\$1,715
New Ducts, R-8 Insulation + Duct Sealing	7.8	8.3	--	4.7	\$6,311	\$1,749
Duct sealing	9.0	9.6	--	5.4	\$2,590	\$832
Heat Pump Water Heater	1.7	2.3	--	1.7	\$4,332	\$510
High Eff Heat Pump Water Heater	1.5	2.0	--	1.5	\$5,193	\$541
High Eff Heat Pump Space Conditioner	0.7	0.9	--	0.8	\$4,346	\$222
Solar PV	3.0	3.2	--	1.7	\$9,608	\$1,249
Air sealing	0.6	0.6	--	0.4	\$4,684	\$99
Heat pump water heater with Elec Base	3.3	3.5	--	1.1	\$3,829	\$732
High Eff Heat Pump Water Heater (repl electric)	2.8	3.0	--	1.0	\$4,690	\$764

Single Family | Built before 1978 (12,598 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022 (Continued)

Table 1 of 2

Measure	Benefit/Cost Ratios				Per Home Results	
	On-Bill (2022 Esc) ≥ 1.0 is cost effective	On-Bill (2025 Esc) ≥ 1.0 is cost effective	2022 TDV ≥ 1.0 is cost effective	LSC ≥ 1.0 is cost effective	Incremental Cost	Annual Bill Savings (on-bill)
Water Heating Package	1.4	--	--	--	\$229	\$0

Single Family | Built before 1978 (12,598 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022

Table 2 of 2

Measure	Per Home Results	City-Wide Estimates		
	Flexible Score annual energy savings	Affected Units (lifecycle)	Emissions Reductions (lifecycle MTCOe)	Lifecycle Savings (on-bill)
Heat Pump Space Conditioner	2	1,575	4,684	\$238,292
Dual fuel heat pump space conditioner	2	1,575	4,494	\$385,583
R-19 Raised Floor Insulation	4	1,575	3,127	\$9,414,409
R-30 Raised Floor Insulation	4	1,575	3,525	\$10,607,745
R-13 Wall Insulation	5	1,575	3,962	\$11,618,140
R-38 Attic insulation	7	1,575	5,269	\$17,603,584
R-49 Attic insulation	8	1,575	5,817	\$19,603,735
Windows	12	1,575	7,770	\$32,919,002
Radiant Barrier Under Roof (when re-roofing)	4	1,575	2,612	\$10,071,119
Cool roof .20 Solar Reflectance	2	1,575	1,166	\$7,190,038
New Ducts, R-6 Insulation + Duct Sealing	17	1,575	11,494	\$48,274,761

Single Family | Built before 1978 (12,598 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022 (Continued)

Table 2 of 2

Measure	Per Home Results	City-Wide Estimates		
	Flexible Score annual energy savings	Affected Units (lifecycle)	Emissions Reductions (lifecycle MTCOe)	Lifecycle Savings (on-bill)
New Ducts, R-8 Insulation + Duct Sealing	18	1,575	11,845	\$49,234,496
Duct sealing	9	1,575	5,772	\$23,417,345
Heat Pump Water Heater	11	1,575	18,360	\$14,348,178
High Eff Heat Pump Water Heater	11	1,575	18,610	\$15,230,046
High Eff Heat Pump Space Conditioner	5	1,575	6,255	\$6,250,004
Solar PV	17	1,575	10,616	\$35,149,002
Air sealing	1	1,575	1,000	\$2,777,884
Heat pump water heater with Elec Base	4	1,575	2,219	\$20,609,440
High Eff Heat Pump Water Heater (repl electric)	4	1,575	2,469	\$21,492,246
Water Heating Package	1	1,575	1,336	\$0

Single Family | Built from 1978 to 1991 (6,245 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022

Table 1 of 2

Measure	Benefit/Cost Ratios				Per Home Results	
	On-Bill (2022 Esc) ≥ 1.0 is cost effective	On-Bill (2025 Esc) ≥ 1.0 is cost effective	2022 TDV ≥ 1.0 is cost effective	LSC ≥ 1.0 is cost effective	Incremental Cost	Annual Bill Savings (on-bill)
Heat Pump Space Conditioner	--	--	--	0.2	\$1,324	-\$75
Dual fuel heat pump space conditioner	--	--	--	0.4	\$1,906	-\$72
R-19 Raised Floor Insulation	2.5	2.7	--	1.9	\$3,633	\$324
R-30 Raised Floor Insulation	2.5	2.7	--	1.9	\$4,113	\$370
R-38 Attic insulation	2.9	3.2	--	1.8	\$2,555	\$269
R-49 Attic insulation	2.6	2.8	--	1.6	\$3,612	\$332
Windows	2.3	2.5	--	1.3	\$11,463	\$937
Radiant Barrier Under Roof (when re-roofing)	7.8	8.3	--	4.3	\$893	\$248
Cool roof .20 Solar Reflectance	4.6	4.8	--	2.5	\$893	\$193
New Ducts, R-6 Insulation + Duct Sealing	7.6	8.1	--	4.6	\$4,808	\$1,305

Single Family | Built from 1978 to 1991 (6,245 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022 (Continued)

Table 1 of 2

Measure	Benefit/Cost Ratios				Per Home Results	
	On-Bill (2022 Esc) ≥ 1.0 is cost effective	On-Bill (2025 Esc) ≥ 1.0 is cost effective	2022 TDV ≥ 1.0 is cost effective	LSC ≥ 1.0 is cost effective	Incremental Cost	Annual Bill Savings (on-bill)
New Ducts, R-8 Insulation + Duct Sealing	6.0	6.4	--	3.6	\$6,311	\$1,338
Duct sealing	10.9	11.6	--	6.7	\$2,590	\$1,004
Heat Pump Water Heater	1.0	1.6	--	1.7	\$4,332	\$344
High Eff Heat Pump Water Heater	0.9	1.4	--	1.5	\$5,193	\$375
High Eff Heat Pump Space Conditioner	0.3	0.4	--	0.6	\$4,346	\$99
Solar PV	2.6	2.8	--	1.7	\$9,608	\$1,079
Air sealing	0.4	0.5	--	0.3	\$4,684	\$71
Heat pump water heater with Elec Base	2.5	2.7	--	1.1	\$3,829	\$566
High Eff Heat Pump Water Heater (repl electric)	2.2	2.3	--	1.0	\$4,690	\$597
Water Heating Package	1.4	--	--	--	\$229	\$0

Single Family | Built from 1978 to 1991 (6,245 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022

Table 2 of 2

Measure	Per Home Results	City-Wide Estimates		
	Flexible Score annual energy savings	Affected Units (lifecycle)	Emissions Reductions (lifecycle MTCOe)	Lifecycle Savings (on-bill)
Heat Pump Space Conditioner	1	781	1,256	-\$1,047,309
Dual fuel heat pump space conditioner	1	781	1,216	-\$1,007,314
R-19 Raised Floor Insulation	4	781	1,447	\$4,516,637
R-30 Raised Floor Insulation	4	781	1,657	\$5,161,206
R-38 Attic insulation	3	781	1,073	\$3,746,967
R-49 Attic insulation	4	781	1,322	\$4,633,366
Windows	10	781	3,138	\$13,075,552
Radiant Barrier Under Roof (when re-roofing)	3	781	892	\$3,462,817
Cool roof .20 Solar Reflectance	2	781	450	\$2,694,542
New Ducts, R-6 Insulation + Duct Sealing	13	781	4,179	\$18,208,855
New Ducts, R-8 Insulation + Duct Sealing	14	781	4,352	\$18,673,448

Single Family | Built from 1978 to 1991 (6,245 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022 (Continued)

Table 2 of 2

Measure	Per Home Results	City-Wide Estimates		
	Flexible Score annual energy savings	Affected Units (lifecycle)	Emissions Reductions (lifecycle MTCOe)	Lifecycle Savings (on-bill)
Duct sealing	10	781	3,146	\$14,007,527
Heat Pump Water Heater	11	781	9,106	\$4,796,136
High Eff Heat Pump Water Heater	11	781	9,229	\$5,234,685
High Eff Heat Pump Space Conditioner	3	781	1,889	\$1,379,360
Solar PV	17	781	5,263	\$15,050,186
Air sealing	1	781	349	\$992,432
Heat pump water heater with Elec Base	4	781	1,103	\$7,892,953
High Eff Heat Pump Water Heater (repl electric)	4	781	1,227	\$8,331,967
Water Heating Package	1	781	662	\$0

Single Family | Built from 1992 to 2005 (2,318 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022

Table 1 of 2

Measure	Benefit/Cost Ratios				Per Home Results	
	On-Bill (2022 Esc) ≥ 1.0 is cost effective	On-Bill (2025 Esc) ≥ 1.0 is cost effective	2022 TDV ≥ 1.0 is cost effective	LSC ≥ 1.0 is cost effective	Incremental Cost	Annual Bill Savings (on-bill)
Heat Pump Space Conditioner	--	--	--	0.1	\$1,324	-\$157
Dual fuel heat pump space conditioner	--	--	--	0.2	\$1,906	-\$155
R-38 Attic insulation	1.0	1.1	--	0.6	\$1,781	\$63
R-49 Attic insulation	1.7	1.9	--	1.1	\$1,827	\$113
Windows	0.7	0.7	--	0.4	\$11,463	\$271
Radiant Barrier Under Roof (when re-roofing)	3.5	3.7	--	1.9	\$893	\$111
Cool roof .20 Solar Reflectance	2.3	2.4	--	1.3	\$893	\$96
New Ducts, R-6 Insulation + Duct Sealing	2.8	3.0	--	1.8	\$4,808	\$484
New Ducts, R-8 Insulation + Duct Sealing	2.3	2.4	--	1.5	\$6,311	\$509
Duct sealing	2.2	2.3	--	1.4	\$1,400	\$109

Single Family | Built from 1992 to 2005 (2,318 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022 (Continued)

Table 1 of 2

Measure	Benefit/Cost Ratios				Per Home Results	
	On-Bill (2022 Esc) ≥ 1.0 is cost effective	On-Bill (2025 Esc) ≥ 1.0 is cost effective	2022 TDV ≥ 1.0 is cost effective	LSC ≥ 1.0 is cost effective	Incremental Cost	Annual Bill Savings (on-bill)
Heat Pump Water Heater	--	0.3	--	1.7	\$4,332	\$65
High Eff Heat Pump Water Heater	--	0.4	--	1.5	\$5,193	\$97
High Eff Heat Pump Space Conditioner	--	--	--	0.4	\$4,346	-\$24
Solar PV	1.9	2.0	--	1.6	\$9,608	\$763
Air sealing	0.2	0.2	--	0.2	\$4,684	\$37
Heat pump water heater with Elec Base	1.3	1.3	--	1.1	\$3,829	\$279
High Eff Heat Pump Water Heater (repl electric)	1.1	1.2	--	1.0	\$4,690	\$311
Water Heating Package	1.4	--	--	--	\$229	\$0

Single Family | Built from 1992 to 2005 (2,318 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022

Table 2 of 2

Measure	Per Home Results	City-Wide Estimates		
	Flexible Score annual energy savings	Affected Units (lifecycle)	Emissions Reductions (lifecycle MTCOe)	Lifecycle Savings (on-bill)
Heat Pump Space Conditioner	1	290	318	-\$811,825
Dual fuel heat pump space conditioner	1	290	300	-\$801,468
R-38 Attic insulation	1	290	94.7	\$324,523
R-49 Attic insulation	1	290	174	\$584,659
Windows	3	290	411	\$1,403,562
Radiant Barrier Under Roof (when re-roofing)	1	290	149	\$576,891
Cool roof .20 Solar Reflectance	1	290	84.6	\$496,451
New Ducts, R-6 Insulation + Duct Sealing	5	290	577	\$2,504,177
New Ducts, R-8 Insulation + Duct Sealing	5	290	605	\$2,634,332
Duct sealing	1	290	121	\$562,219
Heat Pump Water Heater	11	290	3,381	\$334,017

Single Family | Built from 1992 to 2005 (2,318 units)

Study Source: Existing Single Family Building Upgrades¹ | Release Date: 05/23/2024 | Newest Version | Code Cycle: 2022 (Continued)

Table 2 of 2

Measure	Per Home Results	City-Wide Estimates		
	Flexible Score annual energy savings	Affected Units (lifecycle)	Emissions Reductions (lifecycle MTCOe)	Lifecycle Savings (on-bill)
High Eff Heat Pump Water Heater	11	290	3,427	\$499,903
High Eff Heat Pump Space Conditioner	2	290	497	-\$123,595
Solar PV	17	290	1,953	\$3,950,031
Air sealing	--	290	66.9	\$193,851
Heat pump water heater with Elec Base	4	290	410	\$1,446,198
High Eff Heat Pump Water Heater (repl electric)	4	290	457	\$1,612,085
Water Heating Package	1	290	246	\$0

ITEM 10b

**Coachella Valley Association of Governments
Executive Committee
December 2, 2024**



STAFF REPORT

Subject: Recap of CVAG's Legislative Advocacy Efforts

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

Recommendation: Information

Background: As part of CVAG's advocacy efforts to identify and engage on issues that may impact its operations or that of its member jurisdictions, staff regularly provides updates on recent advocacy activities and other relevant legislative, budget, and administrative issues. In recent months, CVAG's advocacy team, Politico Group, monitored the Legislature's special session on gasoline storage and pricing. While the Legislature was focused on the second extraordinary session, the Administration continued work on numerous transportation and climate-related initiatives. Politico Group also reported on developments including the California Transportation Commission's (CTC) discussion on draft guidelines for the State Highway Operations and Protection Program (SHOPP), competitive grant awards for the Active Transportation Program (ATP) and Transit and Intercity Rail Capital Program, and proposed updates to the Governor's Climate Action Plan for Transportation Infrastructure (CAPTI).

Governor Signs Gasoline Stockpile and Refinery Maintenance Legislation

Over the course of several weeks in September and October, the Assembly and Senate convened for the special session on gas prices called by Gov. Newsom in late August. The Legislature passed ABx2-1 with narrow margins in both houses, as several Democrats joined Republicans in opposing the bill, and adjourned the special session. The Governor quickly signed the bill, which authorizes the California Energy Commission to develop regulations and impose requirements for refiners operating in the state to maintain "resupply plans" to cover production losses during maintenance events, and to maintain minimum levels of gasoline inventories. The goal of this new law is to prevent sudden price spikes, which have often occurred when refineries temporarily cease fuel production due to planned or unplanned maintenance activities.

There continues to be significant speculation as to whether ABx2-1 will result in lower fuel prices for motorists, particularly in the short term. Fuel prices will continue to be a hot topic into the 2025 legislative session, with the California Air Resources Board voting to approve amendments to the Low Carbon Fuel Standard during their Nov. 7-8 meeting and cap-and-trade reauthorization on the horizon, both of which impact the price of gasoline.

Draft Actions for Climate Action Plan for Transportation Infrastructure (CAPTI)

In November, the California State Transportation Agency (CalSTA) released more information on its draft actions for updating CAPTI. CalSTA presented the draft actions at the joint meeting of

the CTC, CARB, and California Housing and Community Development Department (HCD) on November 7. The public comment period is open on the draft actions through December 13, 2024.

The draft actions build on the prior workshops held in September, including new information describing what each action would entail and the lead state agencies that would be in whole, or in part, responsible for implementation of a specific action. Additionally, four of the 18 original draft actions presented in September were not carried through to the November draft, including a controversial recommendation to set overarching multimodal spending goals for individual state funding programs.

The draft actions fall into four categories, which are transforming the future of the state highway system, reducing greenhouse gas impacts of transportation investments, delivering equitable outcomes, as well as improving transparency and accountability.

CTC Announces ATP Grant Awards

The CTC announced the staff-recommended grant awards for the statewide and small urban/rural components of the Active Transportation Program (ATP) on November 1. The program of projects will be finalized when the CTC adopts the program at its December 5-6, 2024, meeting in Riverside.

The available funding of \$168.7 million was lower than in recent years due to reductions of prior general fund allocations to the ATP in the adopted 2024-25 state budget. These awards constitute 60% of the total available funding for this funding round. The remaining 40% will be awarded to projects located in the ten largest Metropolitan Planning Organizations (MPOs), which for this region is the Southern California Association of Governments.

No projects in Riverside County were awarded funding. CVAG staff is working closely with Riverside County Transportation Commission to track the MPO round of funding, as projects in the City of Coachella and Indio are in contention for at least partial awards. Recommendations for the MPO component will be provided by RCTC then SCAG before they are considered by the CTC at its June 2025 meeting.

The CTC reported receiving 277 project applications requesting \$2.5 billion in funds for the 2025 program cycle – about 15 times the available funding. Considering how little funding was available this cycle, projects had to score an unprecedented 96 to receive an award this cycle. The State's final budget deal included \$400 million in future year allocations to the ATP, spread out in \$100 million allocations over four years. These funds may be appropriated pending future state budget action by the Legislature and Governor.

CVAG's advocacy efforts will continue to focus on increased funding for the ATP, which has become extremely competitive due to its oversubscriptions. However, the budget projection for fiscal year 2025 will continue to constrict the availability of funds for the program.

State Budget

On November 20, the Legislative Analyst's Office (LAO) released its Fiscal Year 2025-26 Fiscal Outlook for the state. The LAO states that the state budget is roughly balanced in Fiscal year 2024-25 but is projecting out-year deficits, and no new funding commitments are recommended in the upcoming budget. However, it is important to note that the LAO analysis also doesn't

account for potential changes in federal policy that could lead to increased costs or lower revenue for CA. The full report can be found [here](#).

Executive Order on Energy Affordability

On October 30, Gov. Newsom signed Executive Order N-5-24 as part of a broader effort by the Administration to advance policies to reduce energy costs for Californians. Among other actions, the Order requests that the California Public Utilities Commission (CPUC) and the California Energy Commission (CEC) review ratepayer funded programs that the agencies oversee or administer to find opportunities to reduce consumer electric bills.

Specifically, the order requests that the CPUC examine benefits and costs to electric ratepayers of programs it oversees, as well as regulations and statutes that may be “unduly adding to electric rates, or whose funding might more appropriately come from non-ratepayer sources.” The CPUC is asked to report its recommendations and analysis to the Governor by January 1, 2025. By moving up the timeline for reporting and requesting recommendations for statutory changes, the Order goes beyond AB 3264 (Petrie-Norris), which was signed by the Governor this fall. That bill expanded the requirements for the CPUC to review and evaluate on demand-side programs paid for by utility ratepayers, among other changes. The next report subject to AB 3264 is due in July 2025.

The order also requests that the CPUC take immediate action to modify or sunset underperforming programs or orders and return unused funds to ratepayers; work with CARB to review the California Climate Credit (a utility bill credit for electric ratepayers funded by cap and trade auction proceeds) to improve the credit, particularly for low-income households; work with the Office of Energy Infrastructure Safety to examine the cost-effectiveness of wildfire mitigation; and to pursue, along with regulated utilities, federal funding opportunities that can reduce and avoid ratepayer costs.

Statewide Elections

While final votes are still being tallied throughout the State, it has become increasingly clear who will be representing the Coachella Valley in Sacramento. In Assembly District 36, which encompasses the eastern Coachella Valley and was seat held by Assemblymember Eduardo Garcia, will be represented by Assemblymember-Elect Jeff Gonzalez. For the western parts of the Coachella Valley, Assembly District 47 will continue to be represented by Assemblymember Greg Wallis. On the state Senate side, District 19, which encompasses the cities of La Quinta and Indian Wells and cities west thereof, will be represented by newly elected Senator Rosilicie Ochoa Bough. As part of the advocacy strategy, CVAG staff and advocacy team will reach out to the offices of the newly elected officials, to provide introductory briefings regarding CVAG and its programs.

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