



TRANSPORTATION COMMITTEE MEETING AGENDA

**MONDAY, AUGUST 26, 2024
10:00 a.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
760-922-6161**

**County Administrative Center
4080 Lemon Street, 8th Floor
Riverside, CA 92501**

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

<https://us02web.zoom.us/j/85010538184?pwd=ugN3zzMf0K6LaaLuoB0eLbMaJS7iLk.1>

Dial In: +1 669 900 9128 US

Webinar ID: 850 1053 8184

Password: 355764

IF YOU ARE UNABLE TO CONNECT VIA DIAL IN OPTION, PLEASE CALL 760-346-1127

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

THIS MEETING IS HANDICAPPED ACCESSIBLE. ACTION MAY RESULT ON ANY ITEMS ON THIS AGENDA. UNLESS OTHERWISE STATED, ALL ACTION ITEMS WILL BE PRESENTED TO THE EXECUTIVE COMMITTEE FOR FINAL APPROVAL.

1. **CALL TO ORDER** – Chair Steven Hernandez, Mayor, City of Coachella

2. **ROLL CALL**

A. **Member Roster**

P5

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

5. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

6. **CONSENT CALENDAR**

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

P6

6.1. **ITEM(S) HELD OVER FROM CONSENT CALENDAR**

7. **DISCUSSION / ACTION**

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

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

P10

Recommendation: Information

C. **Interstate 10/ Da Vall Interchange Project Study Report (PSR) – Randy Bowman**

P24

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

- D. **Local Partnership Program (LPP) formula funds for the Interstate 10/Monroe Project** – Jonathan Hoy **P30**

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

- E. **Next Steps for REAP 2.0 Projects** – Peter Satin **P32**

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

- F. **Election of Transportation Committee Officers** – Tom Kirk **P97**

Recommendation: Elect a Transportation Committee Chair and Vice Chair for Fiscal Year 2024/2025

8. **INFORMATION**

- a) Status of I-10 & SR 86 Interchange Projects **P100**
- b) CVAG Regional Arterial Program – Project Status Report **P101**
- c) Bicycle/Pedestrian Safety Program – Project Status Report **P102**
- d) Transportation Committee Attendance Roster **P103**
- e) Virtual Participation in CVAG’s meetings **P104**
- f) Update on Coachella Valley Broadband Strategic Plan **P106**

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

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

10. **ANNOUNCEMENTS**

The next meeting of the **Transportation Committee** will be held on Monday, October 7, 2024, at 10:00 a.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

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

11. **ADJOURNMENT**

**TRANSPORTATION COMMITTEE
ROSTER**



| Transportation Committee Members | |
|---|---|
| Agua Caliente Band of Cahuilla Indians | Virginia Siva-Gillespie Tribal Councilmember |
| City of Blythe | Joseph DeConinck Mayor |
| City of Cathedral City | Raymond Gregory Councilmember |
| City of Coachella | Steven Hernandez, Chair Mayor |
| City of Desert Hot Springs | Scott Matas Mayor |
| City of Indian Wells | Dana Reed, Vice Chair Councilmember |
| City of Indio | Elaine Holmes Councilmember |
| City of La Quinta | Kathleen Fitzpatrick Councilmember |
| City of Palm Desert | Jan Harnik Mayor Pro Tem |
| City of Palm Springs | Lisa Middleton Councilmember |
| City of Rancho Mirage | Steve Downs Mayor |
| County of Riverside | V. Manuel Perez Supervisor Dennis Acuna Director of Transportation |
| Torres Martinez Desert Cahuilla Indians | Thomas Tortez Tribal Chair |

ITEM 6A

**TRANSPORTATION COMMITTEE
MINUTES OF MEETING
MONDAY, JUNE 3, 2024**



The audio file for this committee meeting can be found at <http://www.cvag.org/audio.htm>

1. CALL TO ORDER

The Transportation Committee meeting was called to order by Chair Steven Hernandez, City of Coachella, on Monday, June 3, 2024, at 10 a.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.

MEMBERS/ALTERNATES PRESENT

Mayor Joseph DeConinck
Councilmember Raymond Gregory
Mayor Steven Hernandez, *Chair*
Mayor Scott Matas
Councilmember Dana Reed, *Vice Chair*
Councilmember Elaine Holmes
Councilmember Kathleen Fitzpatrick
Mayor Pro Tem Jan Harnik*
Mayor Steve Downs
Director of Transportation Dennis Acuna
Tribal Vice Chair Joseph Mirelez

AGENCY

City of Blythe (*via Zoom*)
City of Cathedral City
City of Coachella
City of Desert Hot Springs
City of Indian Wells
City of Indio (*arrived at item 5*)
City of La Quinta
City of Palm Desert (*arrived at item 5*)
City of Rancho Mirage
County of Riverside
Torres Martinez Desert Cahuilla Indians

*Joined meeting via AB2449 for just cause

MEMBERS/EX OFFICIOS NOT PRESENT

Tribal Member Virginia Siva-Gillespie
Councilmember Lisa Middleton

AGENCY

Agua Caliente Band of Cahuilla Indians
City of Palm Springs

3. PLEDGE OF ALLEGIANCE

Councilmember Fitzpatrick led the committee in the Pledge of Allegiance.

4. PUBLIC COMMENTS ON AGENDA ITEMS

None.

5. CHAIR/ EXECUTIVE DIRECTOR ANNOUNCEMENTS

Executive Director Tom Kirk announced the Southern California Association of Governments' (SCAG) staff has recommended \$7.5 million dollars in funds be awarded to CVAG for the ACCESS Indian Canyon project and another \$5 million dollars be awarded to Sunline Transit Agency for new clean fuel vehicles.

6. CONSENT CALENDAR

IT WAS MOVED BY COUNCILMEMBER FITZPATRICK AND SECONDED BY MAYOR MATAS TO:

- A. Approve the Minutes of the May 6, 2024 Transportation Committee Meeting Minutes**

THE MOTION FOR CARRIED WITH 11 AYES AND 2 MEMBERS ABSENT.

| | |
|----------------------------------|--------|
| TRIBAL MEMBER SIVA-GILLESPIE | ABSENT |
| MAYOR DECONINCK | AYE |
| COUNCILMEMBER GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | AYE |
| COUNCILMEMBER REED | AYE |
| COUNCILMEMBER HOLMES | AYE |
| COUNCILMEMBER FITZPATRICK | AYE |
| MAYOR PRO TEM HARNIK | AYE |
| COUNCILMEMBER MIDDLETON | ABSENT |
| MAYOR DOWNS | AYE |
| DIRECTOR OF TRANSPORTATION ACUNA | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

7. DISCUSSION / ACTION

- A. Establishing a Vision Zero Program**

Assistant Director of Transportation Mark Lancaster presented the staff report.

IT WAS MOVED BY TRIBAL VICE CHAIR MIRELEZ AND SECONDED BY COUNCILMEMBER GREGORY TO ADOPT RESOLUTION NO. 24-002 TO ESTABLISH A VISION ZERO POLICY AND DIRECT THE EXECUTIVE DIRECTOR TO DEVELOP A VISION ZERO ACTION PLAN

THE MOTION FOR CARRIED WITH 11 AYES AND 2 MEMBERS ABSENT.

| | |
|----------------------------------|--------|
| TRIBAL MEMBER SIVA-GILLESPIE | ABSENT |
| MAYOR DECONINCK | AYE |
| COUNCILMEMBER GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | AYE |
| COUNCILMEMBER REED | AYE |
| COUNCILMEMBER HOLMES | AYE |
| COUNCILMEMBER FITZPATRICK | AYE |
| MAYOR PRO TEM HARNIK | AYE |
| COUNCILMEMBER MIDDLETON | ABSENT |
| MAYOR DOWNS | AYE |
| DIRECTOR OF TRANSPORTATION ACUNA | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

- B. Project elements for CV Link Community Connectors**

Management Analyst Gustavo Gomez presented the staff report and noted the amount would be finalized before the item was presented to the Executive Committee.

IT WAS MOVED BY TRIBAL VICE CHAIR MIRELEZ AND SECONDED BY COUNCILMEMBER FITZPATRICK TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND APPROVE A PURCHASE AGREEMENT WITH LANDSCAPE FORMS TO PRE-PURCHASE A SHADE STRUCTURE, TRASH RECEPTACLES, BENCHES, AND BIKE RACKS FOR THE CV LINK COMMUNITY CONNECTOR IN THE CITY OF COACHELLA IN AN AMOUNT NOT-TO-EXCEED \$170,000

THE MOTION FOR CARRIED WITH 11 AYES AND 2 MEMBERS ABSENT.

| | |
|----------------------------------|--------|
| TRIBAL MEMBER SIVA-GILLESPIE | ABSENT |
| MAYOR DECONINCK | AYE |
| COUNCILMEMBER GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | AYE |
| COUNCILMEMBER REED | AYE |
| COUNCILMEMBER HOLMES | AYE |
| COUNCILMEMBER FITZPATRICK | AYE |
| MAYOR PRO TEM HARNIK | AYE |
| COUNCILMEMBER MIDDLETON | ABSENT |
| MAYOR DOWNS | AYE |
| DIRECTOR OF TRANSPORTATION ACUNA | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

C. Contract Amendment with Anser Advisory for CV Link

Transportation Director Jonathan Hoy presented the staff report and update on CV Link's construction. Brief member discussion ensued.

IT WAS MOVED BY COUNCILMEMBER FITZPATRICK AND SECONDED BY COUCILMEMBER HOLMES TO AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE AMENDMENT NO. 2 TO THE AGREEMENT WITH ANSER ADVISORY FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$6,000,000 FOR CONSTRUCTION MANAGEMENT SERVICES

THE MOTION FOR CARRIED WITH 11 AYES AND 2 MEMBERS ABSENT.

| | |
|----------------------------------|--------|
| TRIBAL MEMBER SIVA-GILLESPIE | ABSENT |
| MAYOR DECONINCK | AYE |
| COUNCILMEMBER GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | AYE |
| COUNCILMEMBER REED | AYE |
| COUNCILMEMBER HOLMES | AYE |
| COUNCILMEMBER FITZPATRICK | AYE |
| MAYOR PRO TEM HARNIK | AYE |
| COUNCILMEMBER MIDDLETON | ABSENT |
| MAYOR DOWNS | AYE |
| DIRECTOR OF TRANSPORTATION ACUNA | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

D. 2024 UPDATE TO THE TRANSPORTATION PROJECT PRIORITIZATION STUDY (TPPS)

Mr. Hoy presented the staff report, including the rising project costs and cash flow.

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

8. INFORMATION-

- a) Status of I-10 & SR 86 Interchange Projects
- b) CVAG Regional Arterial Program – Project Status Report
- c) Bicycle/Pedestrian Safety Program – Project Status Report
- d) Transportation Committee Attendance Roster
- e) CVAG Meeting Calendar for Fiscal Year 2024/25
- f) Regional Arterial Program Compliance Report

9. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

10. ANNOUNCEMENTS

The next meeting of the **Transportation Committee** will be held on Monday, August 26, 2024, at 10:00 a.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260

Desert Hot Springs Mayor Scott Matas asked staff to verify if there's a conflict with the Riverside County Transportation Commission (RCTC) Budget and Implementation Committee meeting, which also is scheduled to meet on the morning of Monday, August 26th. If there is a conflict, Mayor Matas requested that CVAG explore changing their meeting start time to accommodate for members to attend both meetings.

The next meeting of the **Executive Committee** will be held on Monday, June 3, 2024, at 4:30 p.m. at the Desert Hot Springs Recreation Center, 11-750 Cholla Dr., Desert Hot Springs, 92240.

The next meeting of the **General Assembly** will be held on Monday, June 24, 2024, at 6 p.m. at the Desert Hot Springs Recreation Center, 11-750 Cholla Dr., Desert Hot Springs, 92240.

11. ADJOURNMENT

There being no further business, Chair Hernandez adjourned the meeting at 10:44 a.m.

Respectfully submitted,

Ely Regalado
Management Analyst

ITEM 7B

**Coachella Valley Association of Governments
Transportation Committee
August 26, 2024**



STAFF REPORT

Subject: Arts and Music Line Project Status Update

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

Recommendation: Information

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

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

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

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

A key element of the project has been a proposed connection from the main project spine along Avenue 48 to the CV Link at Promontory Point, which is a signature access point that connects the Cities of La Quinta and Indio. The AML project connection is proposed to run along the west bank of the La Quinta Evacuation Channel and cross under the two existing vehicular bridges at Jefferson Street and Highway 111. As the project design has progressed, the project team has engaged with Coachella Valley Water District (CVWD) to address concerns raised by their staff.

In December, CVAG met with public safety and public works staff from La Quinta and Indio, as well as Friends of CV Link, and received input on the safety concerns related to the various crossing options, and eventually received unanimous support for an undercrossing option. Despite addressing the staff concerns, CVWD staff in March placed on hold the approval for the undercrossings. Following additional communication between the two agencies, CVWD resumed engagement with CVAG staff in July and work is currently underway to complete hydraulic analysis and design of this key segment. As a result of this delay in project review, the project construction start has been pushed back by up to six months. CVAG will be requesting a time extension from California Transportation Commission (CTC) in early 2025, which is required due to the funding attached to the project. Construction bidding is now projected to occur in Q3 2025 with projected completion in 2028.

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

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

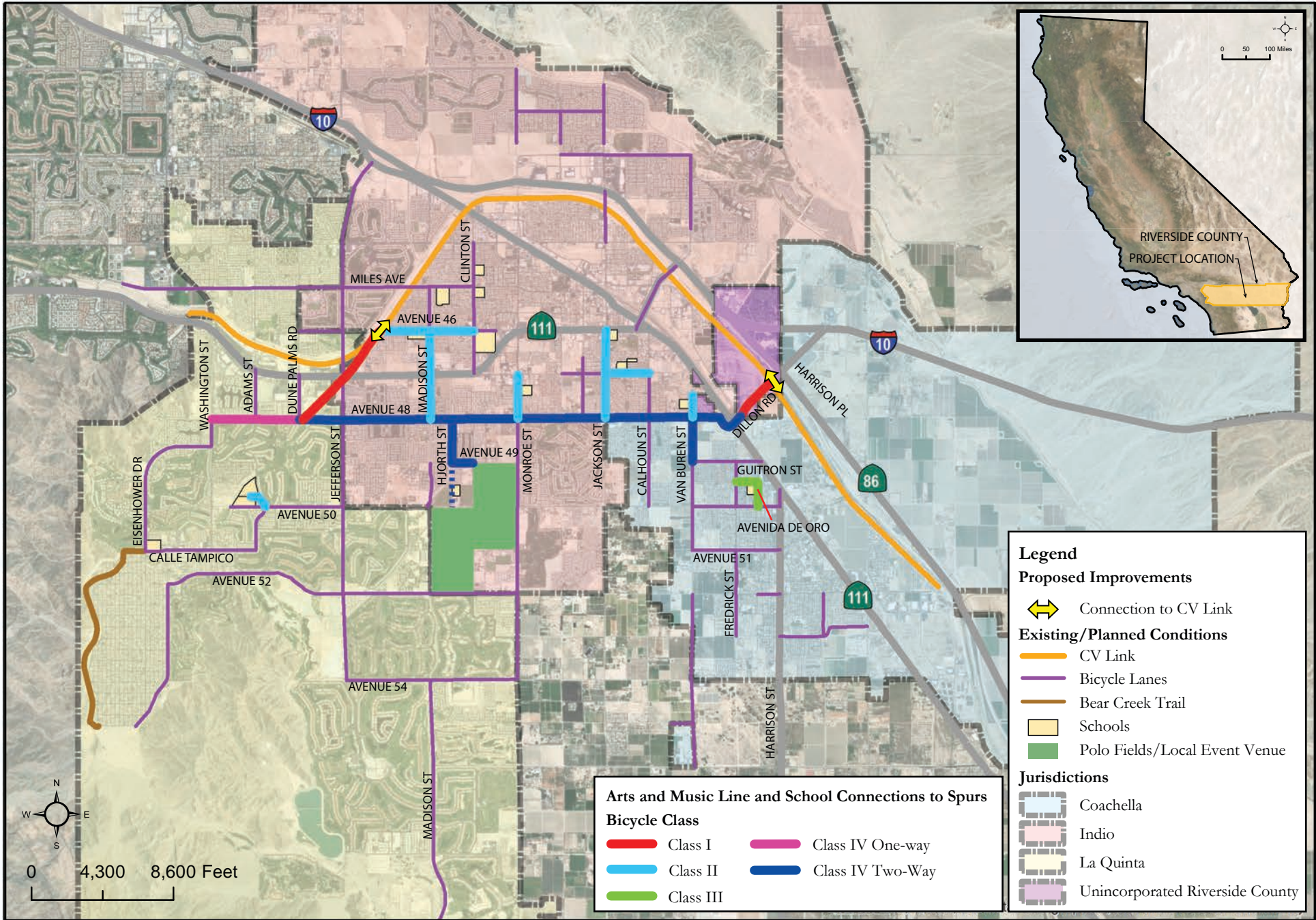
| SUMMARY OF PROJECT COSTS (IN THOUSANDS) | | | | |
|---|------------------|--------------------------|-------------------|-------------------|
| EXPENDITURE | ATP GRANT | TOTAL LOCAL (25%) | CVAG (75%) | TOTAL COST |
| PROFESSIONAL SERVICES <i>(includes actual costs for pre-construction contracts and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

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

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

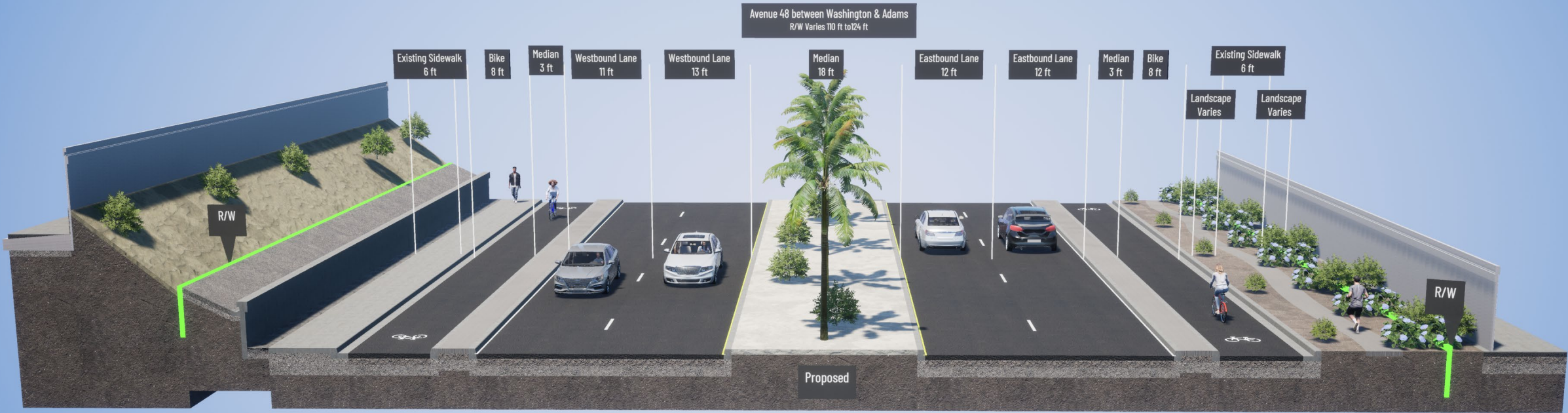
Attachments:

1. Project Location Map
2. Project Renderings



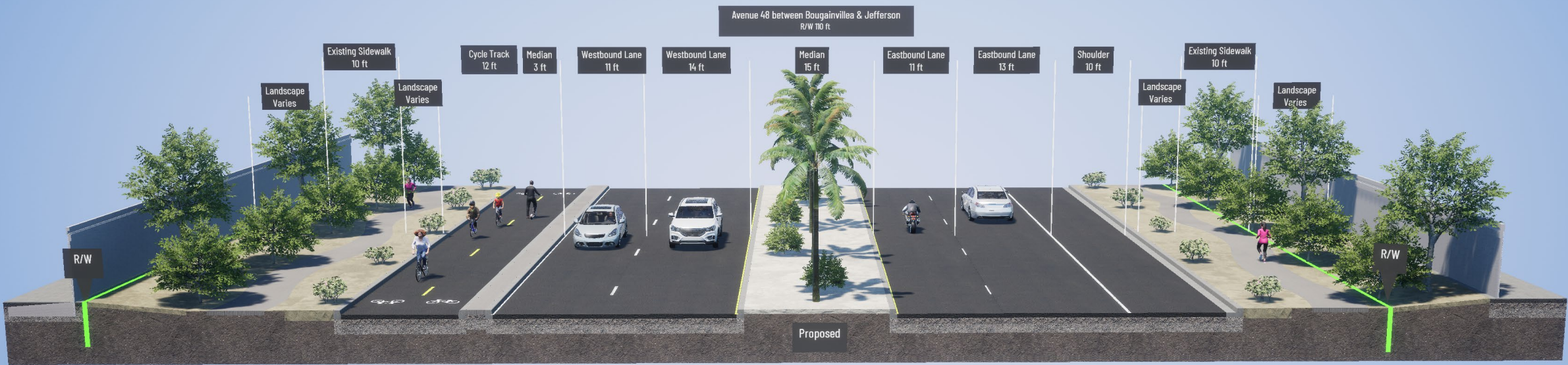
CVAG Arts and Music Line
Active Transportation Program Cycle 6 Grant Application

Project Location Map



Proposed

Avenue 48
Washington Street – Dune Palms Road

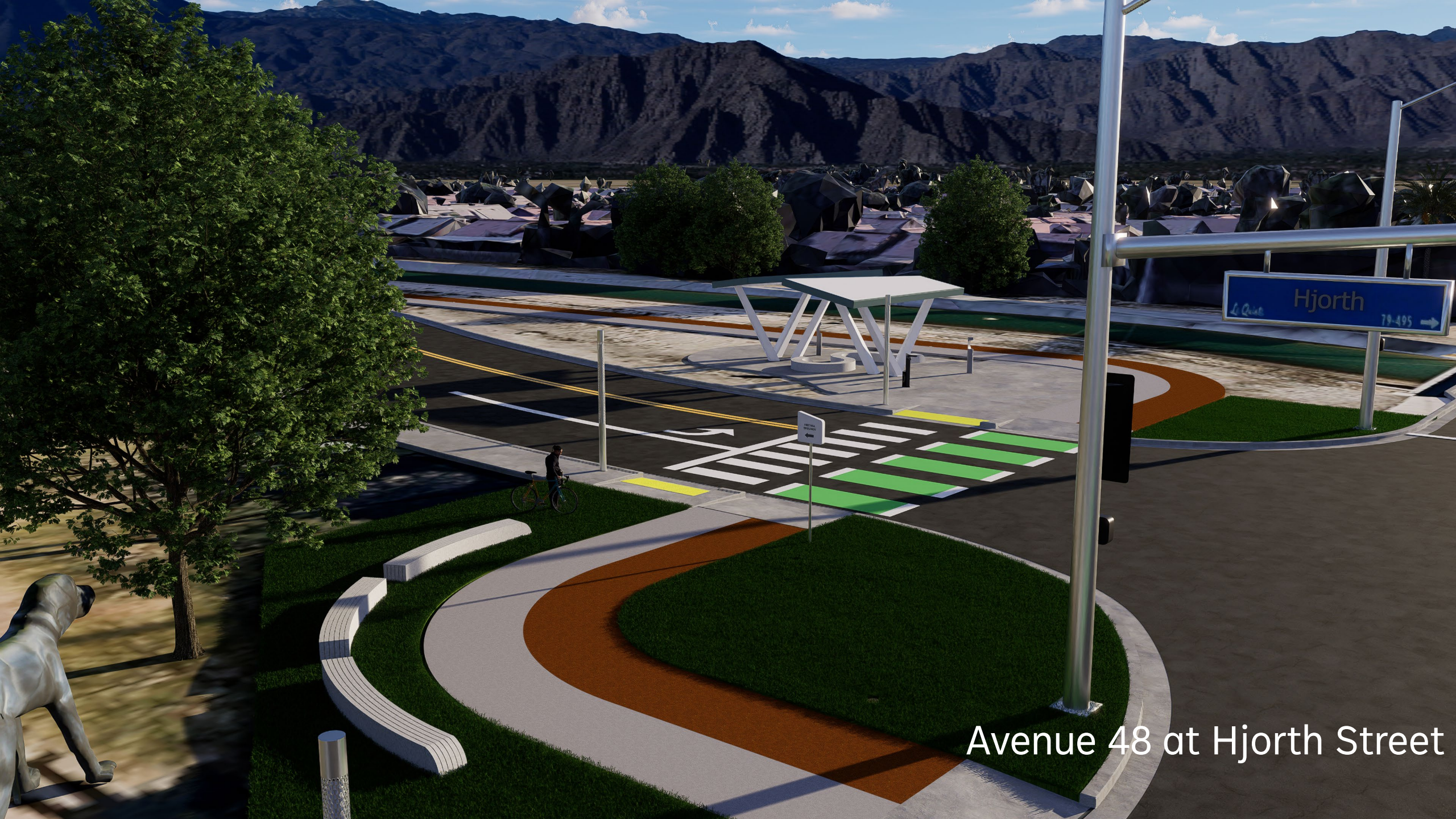


Proposed

Avenue 48
 Dune Palms Road – Van Buren Street



Avenue 48 at Hjorth Street



Le Quint
Hjorth
79-495 →

Avenue 48 at Hjorth Street



Avenue 48 at Dune Palms Road



Avenue 48 at La Quinta Evacuation Channel



Avenue 48 at La Quinta Evacuation Channel



Avenue 48 at La Quinta Evacuation Channel



La Quinta Evacuation Channel

An architectural rendering of a modern evacuation channel. The channel is a wide, dark grey paved path that curves through the scene. It is bordered by a railing consisting of a dark metal handrail and several horizontal stainless steel cables. A bright, glowing green line is painted along the inner edge of the path. In the background, a multi-lane highway bridge with a perforated metal safety fence spans across the channel. A white bus is visible on the bridge. Beyond the bridge, there are blue mountains under a dramatic, colorful sky with pink, orange, and white clouds. A hot air balloon is visible in the sky. To the right, a green utility pole with a yellow sign and a purple light fixture stands on the sidewalk. The overall scene is set during the "blue hour" of dusk.

La Quinta Evacuation Channel

La Quinta Evacuation Channel



ITEM 7C

**Coachella Valley Association of Governments
Transportation Committee
August 26, 2024**



STAFF REPORT

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

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

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

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

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

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

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

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

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

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

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

Attachments:

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

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

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

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

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

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

ATTEST

CITY OF CATHEDRAL CITY

By: _____
Charlie McClendon, City Manager

By: _____
Mark Carnevale, Mayor

ATTEST

COACHELLA ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

By: _____
Ted Weill, CVAG Chair

Exhibit A-1
June 26, 2024 Letter from Cathedral City

DRAFT



Cathedral City

June 26, 2024

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

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

Dear Mr. Hoy,

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

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

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

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

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

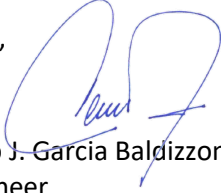
| | | |
|--|-----------|---------------------|
| Previously obligated authorized funds (100%) | \$ | 1,300,000.00 |
| Obligated under Amendment Number One (100%) | \$ | 190,000.00 |
| Proposed for Amendment Number Two (100%) | \$ | 41,974.09 |
| Revised Total Amount for this Project | \$ | 1,531,974.09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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Armando J. Garcia Baldizzone', with a stylized flourish at the end.

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

ITEM 7D

**Coachella Valley Association of Governments
Transportation Committee
August 26, 2024**



STAFF REPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 7E

Coachella Valley Association of Governments Transportation Committee August 26, 2024



Subject: Next Steps for REAP 2.0 Projects

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

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

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

RCTC staff invited CVAG staff to put forward potential projects for funding 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 representatives of RCTC and SCAG on finalizing a Memorandum of Understanding (MOU) to accept the awarded funding as well as two Requests for Proposals (RFPs) to publicize the projects. However, in January 2024, Governor Gavin Newsom released his proposed state budget for the 2024/25 fiscal year, which identified a reversion of approximately half the funding allocated to REAP 2.0. SCAG staff immediately issued a stop-work order until further notice. Following a successful advocacy campaign to restore REAP 2.0 funding (to which CVAG contributed support), the California Legislature reinstated almost the entire program budget, less \$50 million, when they passed the state budget in June 2024. SCAG

rescinded its stop-work order in August 2024, and staff from CVAG and RCTC resumed coordination on an MOU to accept REAP 2.0 funding and to revise the project RFPs as necessary.

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

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

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

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

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

Attachment: MOU with RCTC for REAP 2.0 projects

**COOPERATIVE AGREEMENT
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

FOR THE REGIONAL EARLY ACTION PLANNING GRANT 2.0

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

2. Recitals.

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

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

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

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

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

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

3. Terms.

3.1 Funding for Projects.

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

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

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

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

3.3 Incorporation of SCAG MOU and Flow Down Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To RCTC: Riverside County Transportation Commission
4080 Lemon Street, Third Floor
P.O. Box 12008
Riverside, CA 92502-2208
Attention: Executive Director

Copy to: Best, Best & Krieger, LLP
3390 University Ave. 5fl.
Riverside, CA 92501
Attention: Steven C. DeBaun

To CVAG: Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
Attention: Executive Director

Copy to: Best, Best & Krieger, LLP
300 South Grand Ave.
25th Floor
Los Angeles, California 90071
Attention: Michael Jenkins

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

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

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

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

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

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

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

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

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

[Signatures on following page]

**SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
FOR THE REGIONAL EARLY ACTION PLANNING GRANT 2.0**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

By: _____
Aaron Hake, Executive Director

By: _____
Tom Kirk, Executive Director

ATTEST:

By: _____

Title: _____

EXHIBIT 1

SCAG MOU

[attached behind this page]

Exhibit 1

EXHIBIT 2
SCAG MOU
FLOW DOWN PROVISIONS

[attached behind this page]

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

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

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

Sub-Recipient Name: Riverside County Transportation Commission

Sub-Recipient's UEI No: JFE1DR73YB29

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$11,088,635

Total Amount of the Sub-Award: \$11,088,635

Subaward Period of Performance Start Date: April 12, 2023

Subaward Period of Performance End Date: November 30, 2025

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: \$0.0*

Fringe Benefits Cost Rate for the Award: \$0.0*

*The Sub-Recipient will not be using indirect cost or fringe benefit reimbursement.

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

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

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

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

(SCAG Project/OWP No.305-4926.01)

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

RECITALS

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

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

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

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

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

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

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

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

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

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

1. Recitals and Exhibits

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

2. Term

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

3. Scope of Work and Sub-Recipient’s Responsibilities

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

Exhibit A-1 - RCTC Core Capacity Innovative Transit Study (RC01)

Exhibit A-2 - Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network (RC02)

Exhibit A-3 - Riverside Transit Agency GoMicro Microtransit Pilot Program Extension (RC03)

Exhibit A-4 - Vehicle Miles Traveled Study (RC04)

Exhibit A-5 - CV Link Community Connectors Analysis (RC05)

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

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

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

- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide a copy of the RFP to the SCAG Project Manager. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for reviewing and paying Consultant(s)’ invoices prior to submitting invoices for repayment.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall provide a copy of the deliverable to SCAG’s Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

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

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

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

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

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

5. Funding

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

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

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

- c. SCAG shall make payments to Sub-Recipient only for work performed within the Period of Performance as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines. For purposes of this MOU the Period of Performance shall be from April 12, 2023 until the Completion Date.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305-4926.01). A separate invoice must be submitted for each individual Project.
- b. By the twenty-first following the start of a new quarter (i.e., January 21, April 21, July 21, October 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior quarter, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. The invoice progress report shall serve as the formal quarterly reporting for the project. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient.
- c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless

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

- e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for eligible expenses incurred through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than December 31, 2025, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Sub-Recipient Report Template," attached as Exhibit D ("Report Template"). Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than December 31, 2025, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No.305-4926.01).

8. Accounting

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

- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, for each Project.
- c. Sub-Recipient shall maintain documentation of its completed procurements (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than 5 percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of Five Hundred Fifty-Four Thousand Four Hundred Thirty-One Dollars and Seventy-Five Cents (\$554,431.75), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Projects.
 - i. Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan (“ICAP”) or an Indirect Cost Rate Proposal (“ICRP”) to its cognizant agency for indirect costs and/or fringe benefits costs in

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

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

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

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

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products. SCAG grants to Sub-Recipient and to the public agency implementing the Project for which the Work Products were developed a perpetual royalty-free,

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

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

11. Amendments

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

12. Notices

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

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

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

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

13. Insurance

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

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

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

| | | |
|---|--|--|
| <p>Pollution Liability</p> | <p>Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. Not required for Projects without construction.</p> | <p>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.</p> |
| <p>Products/Completed Operations Coverage</p> | <p>Coverage shall extend a minimum of three (3) years after project completion. Not required for Projects without construction.</p> | <p>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.</p> |

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - ii. For any claims related to this Project, Sub-Recipient’s insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient’s insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.

- iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. In the event Sub-Recipient's Consultant(s) cannot comply with the requirements, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

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

15. Disputes

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

16. Noncompliance

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

- a. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
- b. Terminate this MOU pursuant to Section 17.

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

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional

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

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

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the Projects, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.

- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

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

21. Compliance with Laws, Rules, and Regulations

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

- ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
- i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC §10344(e).)

22. Public Works and Construction

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

a. Labor Code Requirements

- i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
- ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.
- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
- iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
- c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
- d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
- e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.
- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Project.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

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

24. Independent Contractor

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

25. Assignment

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

26. Release of Information

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

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

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

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

SCAG Communication Contact:

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

27. Non-Exclusivity

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

28. Severability

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

29. Survival

The following sections survive expiration or termination of this MOU:

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

30. Flow-Down Provisions

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

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

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

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

31. Jurisdiction and Venue

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

32. Waiver

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

33. Standard of Care

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

34. Force Majeure

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

35. Entire MOU

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

36. Execution

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

37. Effective Date

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

38. Authority

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

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

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: DocuSigned by:

00E46B3F0E8F43F...
Cindy Giraldo
Chief Financial Officer

7/26/2024
Date

APPROVED AS TO FORM:

By: DocuSigned by:

D0D6F4A01C5E4E0...
Jeffery Elder
Chief Counsel

7/26/2024
Date

RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“Sub-Recipient”)

By: DocuSigned by:

69176F7F398C4B5...
Aaron Hake
Executive Director

7/26/2024
Date

APPROVED AS TO FORM:

By: DocuSigned by:

E54DE3F1B3634C0...
Steven C. DeBaun
General Counsel

7/26/2024
Date

RCTC: Exhibit A1-A5 – Scopes of Work

Exhibit A-1 – RC01

Project Title: RCTC Core Capacity Innovative Transit Study

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

Final Deliverable:

- Final study reports and final technical memos

Project Budget: \$3,000,000

Exhibit A-2 – RC02

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

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

Final Deliverable:

- Final Master Plan

Project Budget: \$2,005,000

Exhibit A-3 – RC03

Project Title: Riverside Transit Agency GoMicro Microtransit Pilot Program Extension

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

Final Deliverable:

- Operations and milestone reports

Project Budget: \$2,378,635

Exhibit A-4 – RC04

Project Title: Vehicle Miles Traveled Study

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

Final Deliverable:

- Technical reports

Project Budget: \$2,005,000

Exhibit A-5 – RC05

Project Title: CV Link Community Connectors Analysis

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

Final Deliverable:

- Conceptual Connector Plan

Project Budget: \$1,700,000



Exhibit B – Scope of Work Approval Form

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

CTC:

Project:

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

Other (Please describe)

SCAG Approval Date: _____

Revision No. **NUMBER**

Revision Effective Date: _____

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

Project/Activity Tasks Outline

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



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

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

Revised Project/Activity Tasks Outline

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

Route all budget changes to Accounting and B&G.

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

Revision Approval Requested By:

CTC PROJECT MANAGER

Name / Title

Revision Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature

Date

Signature

Date



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

Project Metrics

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

1. Sample
 Sample

Exhibit C – Invoice Report

Invoice Submittal Instructions

This checklist shows the required documents that must be included when submitting an invoice. Data input is required in all tabs.

NOTE: Sub-recipient can only claim costs incurred and paid to date.

| Invoice Attachments | Cost Reimbursement |
|-------------------------------------|------------------------------|
| Cost Reimbursement Summary | <input type="checkbox"/> (A) |
| Progress Report | <input type="checkbox"/> (B) |
| Line-Item Billing | <input type="checkbox"/> (C) |
| Labor Summary Report/Payroll Report | <input type="checkbox"/> (D) |
| ODC Summary | <input type="checkbox"/> (E) |
| Proof of Payments | <input type="checkbox"/> (F) |

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

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

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

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

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

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

1. Acceptable proof of payments are in the form of copy of checks or ACH payment confirmations. In addition, copy of paid invoices should also be provided for any consultants charges and payroll report/journal for all sub-recipient's direct labor charges.

2. Include a summary report from your financial accounting system showing total costs incurred to date (if available).

3. If the Indirect/Overhead Rate and/or Fringe Rate changed from the original approved rates, submit supporting documentation for review and approval with the invoice.

4. Reference all supporting documentation to the Line-Item Billing.

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

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

Printed copy should be in Agency Letterhead

Cost Reimbursement Summary

Email Excel file and PDF file to:
accounts payable@scag.ca.gov

Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Ste 1700
 Los Angeles, CA 90017

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

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

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

Please send check to:

CTC Name
 Address
 City/State/ZIP

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

 Signature of an Authorized Official

 Title

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

 Date



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

Progress Report

0

Overall Percentage of Work Completion: 0.00%

Task 1: Task Name 0.00%

- [Redacted]
 - [Redacted]
 - [Redacted]
- PENDING NEXT MONTH
- [Redacted]
 - [Redacted]

Task 2: Task Name 0.00%

- [Redacted]
 - [Redacted]
 - [Redacted]
- PENDING NEXT MONTH
- [Redacted]
 - [Redacted]

Task 3: Task Name 0.00%

- [Redacted]
 - [Redacted]
 - [Redacted]
- PENDING NEXT MONTH
- [Redacted]
 - [Redacted]

Task 4: Task Name 0.00%

- [Redacted]
 - [Redacted]
 - [Redacted]
- PENDING NEXT MONTH
- [Redacted]
 - [Redacted]

Task 5: Task Name 0.00%

- [Redacted]
 - [Redacted]
 - [Redacted]
- PENDING NEXT MONTH
- [Redacted]
 - [Redacted]

Task 6 - 5% Admin: Task Name 0.00%

- [Redacted]
 - [Redacted]
 - [Redacted]
- PENDING NEXT MONTH
- [Redacted]
 - [Redacted]

Line-Item Billing

CTC Project Manager Name:
 CTC Name
 CTC Address

Invoice #: 0
 Billing Period: 0
 MOU #: 0
 Project Title: 0

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

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

#DIV/0!

Labor Summary Report/Payroll Report

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

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



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

Other Direct Costs (ODC) Summary

0

Travel

| Date | Type | Purpose | Cost |
|------------|------|---------|--------|
| [Redacted] | | | \$0.00 |

Printing - Directly Chargeable only

| Date | Type | Purpose | Cost |
|------------|------|---------|--------|
| [Redacted] | | | \$0.00 |
| | | | \$0.00 |

Other

| Date | Type | Purpose | Cost |
|------------|------|---------|--------|
| [Redacted] | | | \$0.00 |
| | | | \$0.00 |

Total ODC \$0.00 matches



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

Other Direct Costs (ODC) Summary
 LA01 Enhanced GoSGV E-Bike Share Program

Travel

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

Printing - Directly Chargeable only

| Date | Type | Purpose | Cost |
|----------|----------|-------------------|-----------------|
| 2/7/2019 | Printing | Marketing Posters | \$200.00 |
| | | | <u>\$200.00</u> |

Total ODC \$275.00

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

FEDEX Printings
 4321 Hope St.
 Los Angeles, CA

 02/07/2019 02:36 PM

 TRANS - EEE74F9
 MCC - BCB78657
 PAYMENT - VISA 1234

 SUBTOTAL: \$200.00
 TAX: \$0.00
 TOTAL: \$200.00

PLEASE COME AGAIN
 THANK YOU

Trip Details
 02/13/2019, 5:25 PM \$25.00
 Audi A4 8DREVKC
 818 W. 7th Street, Los Angeles, CA
 1234 Valley Blvd, Rosemead, CA
 Your trip with Yahir
 Help Receipt
 UberX Receipt
 TRIP FARE MEMBERS ONLY
 Trip Fare \$22.69
 Subtotal \$22.69
 Tolls, Surcharges, and Fees \$2.31
 Total \$25.00
 VISA 1234 02/13/2019, 5:25 PM \$25.00

Meeting with Project Manager
 818 W. 7th Street
 Los Angeles
 02/13/2019
 02:28 PM
 \$50.00
 TRANS: B854
 AUTH: B7AF72F



TAX \$50.00
 VISA 1234 \$50.00

ICC APPROVED
 S819

Become a Member
 to Remove
 Watermark

THANK YOU
 CUSTOMER COPY

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD

Exhibit 2

FLOW DOWN PROVISIONS

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

3. Scope of Work and Sub-Recipient’s Responsibilities

- c. CVAG must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of SCAG MOU or this MOU, and repayment of the Grant Funds.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, CVAG shall procure in compliance with all applicable federal, state, and local laws and regulations.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that CVAG procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, CVAG shall provide information to the RCTC or SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, CVAG shall provide a copy of the RFP to the RCTC or SCAG Project Manager. SCAG may require documentation of RFPs and Notices to Proceed before approval of RCTC and CVAG invoice reimbursement
- k. Any and all notices, reports, or other communications required by SCAG MOU or this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury

5. Funding

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

6. Invoices

- a. SCAG MOU and this MOU are Cost Reimbursement agreements. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in the most current fully executed SOW Approval Form. All invoices submitted to RCTC for payment shall be e-mailed to ap@rctc.org (file cannot exceed 10MB). All invoices submitted to RCTC for the Projects shall reference the OWP Project Number (OWP No. 305-4926.01). A separate invoice must be submitted for each individual Project.
- b. By the tenth following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), CVAG shall submit an invoice for each Project to RCTC using the "Invoice Report" provided. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by CVAG's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior quarter, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. The invoice progress report shall serve as the formal quarterly reporting for the project. RCTC shall submit an invoice to SCAG for each project by the twenty-first following the start of a new quarter (ie., January 21, April 21, July 21, October 21). SCAG shall review the Invoice Report for compliance with the SCAG MOU. If SCAG determines that the Invoice Report is compliant with the SCAG MOU, SCAG shall approve the Invoice Report and issue payment to RCTC. Upon payment receipt, RCTC will issue payment to CVAG.
- c. Incomplete or inaccurate invoices may be returned to RCTC or CVAG for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If RCTC or CVAG corrects the error, the disallowed items can be included in the next set of invoices.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to CVAG, and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see the link for a summary of travel reimbursement rules.
- e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. CVAG agrees to submit all invoices to RCTC for eligible expenses incurred through June 30th, no later than July 10th during the Term of this MOU. SCAG and RCTC shall not be obligated to pay CVAG for any invoice received after such date.
- f. CVAG shall submit its final invoice to RCTC within twenty (20) days of the completion of each individual Project, but no later than December 21, 2025, whichever is first. SCAG and RCTC shall not be obligated to pay-CVAG for any invoice received after such date.
- g. CVAG will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub- Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG or RCTC may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU.
- b. By February 1st of each year following receipt of funding pursuant to this MOU, CVAG shall submit to RCTC an Annual Report using the “Sub-Recipient Report Template,” provided (“Report Template”). CVAG shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by CVAG’s staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. By February 10 of each year following receipt of funding pursuant of this MOU, RCTC shall submit to SCAG an Annual Report for each Project.
- c. When a Project is finalized, and no later than December 31, 2025, CVAG shall submit a Close-Out Report for the Project to RCTC. RCTC shall then submit a Close-Out Report for the Project to SCAG when a project is finalized, and no later than December 31, 2025. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of CVAG is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to RCTC and SCAG shall reference the OWP Project Number (OWP No.305-4926.01).

8. Accounting

- a. CVAG shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices
- b. CVAG shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, for each Project.
- c. CVAG shall maintain documentation of its completed procurements (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of the SCAG MOU as if set forth in full.

- ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of the SCAG MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by RCTC and CVAG for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by RCTC and CVAG for activities not directly related to eligible activities.
- d. RCTC and CVAG shall use no more than 5 percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of One Hundred Eighty-Five Thousand -Two Hundred and Fifty Dollars (\$185,250), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by CVAG to support CVAG’s administration of the Projects.
 - i. CVAG must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If CVAG is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan (“ICAP”) or an Indirect Cost Rate Proposal (“ICRP”) to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. CVAG must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to RCTC and SCAG Project Manager of the approved negotiated indirect cost rate agreement (“NICRA”) for the current fiscal year and subsequent years throughout the performance period. Indirect costs and/or fringe benefits costs may be sought for reimbursement only if CVAG has an approved NICRA from its cognizant agency on or before the Effective Date of this MOU.
 - iii. If CVAG is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from CVAG’s independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
 - iv. If CVAG elects a de minimis indirect cost rate of 10%, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements

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

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

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship CVAG or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. CVAG shall submit one (1) electronic copy of all Work Products associated with the Projects to RCTC. RCTC shall submit to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products. SCAG grants to CVAG and RCTC a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at CVAG or RCTC’s sole risk and without liability or legal exposure to SCAG.
- d. Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be held confidential by CVAG. Nothing furnished to RCTC or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. CVAG shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as CVAG treats its confidential information, but in no case less than reasonable care.

13. Insurance

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

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

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

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

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of CVAG under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, RCTC, their officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of CVAG; products and completed operations of CVAG; premises owned, occupied or used by CVAG; or automobiles owned leased, hired or borrowed by CVAG. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, RCTC, their officials and employees.
 - ii. For any claims related to this Project, CVAG’s insurance coverage shall be primary insurance as respects SCAG, RCTC, their officials and employees. Any insurance or self-insurance maintained by SCAG and RCTC shall be excess of CVAG’s insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, RCTC, their officials and employees. CVAG’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d. The Workers’ Compensation and Employer’s Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, RCTC, their, officials, employees, and volunteers.

- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to RCTC and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. CVAG shall furnish RCTC, for provisions to SCAG, with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, CVAG shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. CVAG agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of CVAG. CVAG agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event CVAG's Consultant(s) cannot comply with this requirement, which proof must be submitted to RCTC for approval by SCAG, CVAG shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the CVAG's requirements under this MOU. This provision does not relieve CVAG of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide CVAG with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of CVAG under this MOU given the limited scope of work or services provided by the Consultant(s). CVAG agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

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

18. Records Retention

- a. CVAG and its Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the Projects, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by CVAG and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG and RCTC may monitor expenditures and activities of CVAG and its Consultant(s) as deemed necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, RCTC, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, CVAG shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. CVAG agrees that SCAG, RCTC, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. CVAG agrees to provide any relevant information requested. Copies shall be made and furnished to RCTC or SCAG upon request at no cost to RCTC or SCAG.
- d. CVAG agrees to permit SCAG, RCTC, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, CVAG must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

21. Compliance with Laws, Rules, and Regulations

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

- ii. CVAG shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. CVAG shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. CVAG shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. CVAG shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. CVAG shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. CVAG, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, CVAG acknowledges in accordance with Public Contract Code 7110, that:
- i. CVAG recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and CVAG, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, CVAG shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC §10344(e).)

23. Conflict of Interest

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

24. Independent Contractor

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

25. Assignment

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

26. Release of Information

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

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

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

SCAG Communication Contact:

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

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

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

ITEM 7F

Coachella Valley Association of Governments
Transportation Committee
August 26, 2024



STAFF REPORT

Subject: Election of Transportation Committee Officers

Contact: Tom Kirk, Executive Director (tkirk@cvag.org)

Recommendation: Elect a Transportation Committee Chair and Vice Chair for Fiscal Year 2024/2025

Background: Each fiscal year, the Transportation Committee considers the election of a Chair and Vice Chair. The history of the Transportation Committee's Chairmanship is attached for members' information. The current Chair is Coachella Mayor Steven Hernandez and the Vice Chair is Indian Wells Councilmember Dana Reed.

Staff recommends that the Transportation Committee provide nominations and elect its officers for the fiscal year.

Fiscal Analysis: There is no additional cost to the budget as Transportation Committee officers receive the same per diem as other committee members.

Attachment: History of Chair and Vice Chair

TRANSPORTATION COMMITTEE CHAIR AND VICE CHAIR



| | <u>Chair</u> | <u>Vice Chair</u> | |
|-----------|------------------|----------------------------|-------------------|
| 2023/2024 | Steven Hernandez | Dana Reed | |
| 2022/2023 | Steven Hernandez | Dana Reed | |
| 2021/2022 | Steven Hernandez | Dana Reed | |
| 2020/2021 | Scott Matas | Steven Hernandez | |
| 2019/2020 | Robert Radi | Scott Matas | |
| 2018/2019 | Robert Radi | Lisa Middleton | 04/2019 – 07/2019 |
| 2018/2019 | Robert Radi | Steve Brown | |
| 2017/2018 | Michael Wilson | Robert Radi | |
| 2015/2016 | Doug Hanson | Ginny Foat | |
| 2014/2015 | Ted Weill | Ginny Foat | 10/2014 – 08/2015 |
| 2014/2015 | Ted Weill | Douglas Hanson | 07/2014 – 10/2014 |
| 2013/2014 | Jan Harnik | Ted Weill | |
| 2012/2013 | Greg Pettis | William Kroonen/Jan Harnik | |
| 2011/2012 | Terry Henderson | Greg Pettis | |
| 2010/2011 | Terry Henderson | Greg Pettis | 01/2011 – 06/2011 |
| 2010/2011 | Terry Henderson | Patrick Mullany | 10/2010 – 12/2010 |
| 2010/2011 | Ron Meepos | Terry Henderson | 08/2010 – 10/2010 |
| 2010/2011 | Ron Meepos | Dick Kelly | 06/2010 – 08/2010 |
| 2009/2010 | Scott Matas | Ron Meepos | |
| 2008/2009 | Tom Kirk | Scott Matas | |
| 2007/2008 | Mike Wilson | Tom Kirk | |
| 2006/2007 | Greg Pettis | Mike Wilson/Mary Roche | |
| 2005/2006 | Juan De Lara | Greg Pettis | |
| 2004/2005 | Percy Byrd | Juan De Lara | |

| | | |
|------------------|-------------------------|-------------------------|
| 2003/2004 | Mike Wilson | Alan Seman |
| 2002/2003 | Percy Byrd | Mike Wilson |
| 2001/2002 | Percy Byrd | Mike Wilson |
| 2000/2001 | Will Kleindienst | Percy Byrd |
| 1999/2000 | Will Kleindienst | Percy Byrd |
| 1999/2000 | Will Kleindienst | Christine Murphy |
| 1998/1999 | Christine Murphy | Will Kleindienst |
| 1997/1998 | Dick Kelly | Christine Murphy |
| 1996/1997 | Dick Kelly | Walter McIntyre |

ITEM 8a

Coachella Valley Association of Governments
Transportation Committee
August 26, 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 August 2024:

Completed: Indian Canyon @ I-10 (Mar '12); Gene Autry/Palm Drive @ I-10 (Mar '12); Date Palm Drive @ I-10 (May '14); Monterey Avenue Ramp @ I-10 (Apr '15); Bob Hope/Ramon @ I-10 (Sep '11); and Jefferson Street @ I-10 (Nov '17)

Monroe @ I-10: Final environmental document approved by Caltrans & PS&E phase is ongoing. 100% plans are being prepared for submittal to Caltrans. Construction cost estimate has been updated after addition of cycle track/ low-speed electric vehicle (LSEV) path. Right-of-way (ROW) acquisition 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.

Avenue 50 @ I-10: PS&E is 90% complete. Seeking funding opportunities to advance the project to construction phase.

Avenue 50 @ SR 86: Funding agreement amendment for PS&E and ROW acquisition approved by Executive Committee in September 2020 for grant matching funds. Seeking grant funding to complete PS&E and ROW phases.

Dillon Road @ I-10 @ SR 86: PA&ED underway.

Golf Center Parkway @ I-10: PSR on hold.

Da Vall Drive @ I-10: PSR/PDS is complete and approved by Caltrans. Caltrans submitted an agreement to proceed with PA&ED phase for evaluation.

Portola @ I-10: County completed PS&E and obtained Caltrans approval to shelve the project in April 2022. Per CVAG approval in June 2022, the project has been suspended.

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

ITEM 8b

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Arterial Program - Project Status Report
8/20/2024



| 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. |
| Monroe Street @ I-10 | COR | | | | | | Construction | Final Env Doc approved by Caltrans. 100% plans being prepared. ROW acquisition underway. Additional funding being pursued. |
| Portola Avenue @ I-10 | COR | | | | | | PS&E | Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained. |

| | | | | | | | | |
|--|-------|--|--|--|--|--|---------------|---|
| Arterial Links | | | | | | | | |
| Avenue 48 (Van Buren St to Dillon Rd) | COR | | | | | | Construction | Construction contract was awarded on April 2024. Construction is anticipated to be complete in September 2024. |
| Avenue 50 (Calhoun St to Harrison St) | COA | | | | | | Construction | PS&E & ROW underway. |
| Avenue 50 (Jefferson St to Jackson St) | Indio | | | | | | PS&E | Under design and environmental phase. |
| Date Palm Drive (I-10 to Varner Rd) | CC | | | | | | PS&E | Phase II is completed. The final design for Phase III is underway. |
| Jackson Street Widening (Ave 49 to Ave 52) | Indio | | | | | | PS&E/CON | Phase I (widening CON) scheduled to begin by September 2024. Phase II (undergrounding, signals, sidewalk CON) expected late 2025. |
| Jefferson Street (Ave 38 to Sun City Blvd) | Indio | | | | | | Environmental | Design and environmental phase underway. |
| Madison Street (Highway 111 to Ave 48) | Indio | | | | | | Complete | Complete, pending release of retention. |

| | | | | | | | | |
|---|-------|--|--|--|--|--|---------------|--|
| Bridges | | | | | | | | |
| Airport Boulevard Bridge | COR | | | | | | Construction | CVAG Executive Committee approved funding from design to construction. |
| Avenue 44 Bridge over WWR | Indio | | | | | | Construction | Enviro cleared. ROW cleared. Under construction. |
| Avenue 50 Bridge over WWR | COA | | | | | | ROW | PS&E & ROW underway. |
| Avenue 50 Bridge over LQEC | LQ | | | | | | Construction | Design kick-off meeting was held on May 13th. Project is in PEng phase. |
| Avenue 66 Grade Separation over UPRR | COR | | | | | | Complete | Caltrans closing out. |
| Cathedral Canyon Drive Bridge | CC | | | | | | Complete | Project Complete |
| Dillon Road over WWR | COA | | | | | | Environmental | CEQA and NEPA complete. State clarification required for eligibility of HBP funds for PS&E and construction. |
| Dune Palms Road Bridge over WWR | LQ | | | | | | Construction | Project under construction. Second half deck poured on July 29th. |
| East Palm Canyon Drive Bridge over Palm Canyon Wash | PS | | | | | | ROW | In final design. Plans submitted for review. |
| Indian Canyon Drive (Garnet Incl. RR Crossing) | PS | | | | | | Construction | Project in construction. |
| Ramon Road Bridge | PS | | | | | | ROW | ROW ongoing and plans being updated to latest Caltrans Standards |
| South Palm Canyon Drive Bridge over Tahquitz Creek | PS | | | | | | PS&E | Plans complete. Project Advertised Summer 2024, pending award. |
| Vista Chino Bridge over WWR | PS | | | | | | PEng | Project is in PEng phase. Extensive negotiations with SCE for utility relocation. |

| | | | | | | | | |
|--|-------|--|--|--|--|--|-----|----------------------------------|
| Interchange Preparation Fund Projects | | | | | | | | |
| Da Vall Drive @ I-10 | CC | | | | | | PSR | PSR-PDS approved by Caltrans. |
| Dillon Road @ I-10 & SR86 | COA | | | | | | PSR | PSR complete. PA&ED is underway. |
| Golf Center Parkway @ I-10 | Indio | | | | | | PSR | PSR on hold. |

| | | | | | | | | |
|---|------|--|--|--|--|--|--------------|--|
| Regional Projects | | | | | | | | |
| CV Sync - Phase I | CVAG | | | | | | Construction | Executive Committee authorized CVAG to file the Notice of Completion June 2023. |
| CV Sync - Phase II | CVAG | | | | | | Construction | Project 50% complete. |
| CV Sync - Phase III & I-10 Bypass Study | CVAG | | | | | | PEng/ENV | Feasibility Study and design kicked off in January 2024. |
| Flooding and Blowsand - Indian Canyon Drive | CVAG | | | | | | PEng/ENV | Additional design work and environmental analysis underway. |
| Flooding and Blowsand - Varner Road | CVAG | | | | | | PEng/ENV | Traffic studies completed and submitted for agency review. |
| Flooding and Blowsand - Access Study | CVAG | | | | | | PEng/ENV | Coordinating with City Staff and RCFC to gather flooding related data. |
| Broadband Strategic Plan | CVAG | | | | | | | Market Assessment complete. Needs Assessment, Gap Analysis and high-level design underway. |

COR=County of Riverside; RM=Rancho Mirage; IW=Indian Wells; PD=Palm Desert; PS=Palm Springs; CC=Cathedral City; COA=Coachella LQ-La Quinta.
Other Acronyms: PAED = Project Approval and Environmental Design; PE = Preliminary Engineering; PSR = Project Study Report; RR = Railroad; UPRR = Union Pacific Railroad; WWR = Whitewater River; SCE = Southern California Edison; HBP = Highway Bridge Program; CVWD = Coachella Valley Water District
LATA = Local Agency Technical Assistance; RFP = Request for Proposal; RFB = Request for Bids; RCFC = Riverside County Flood Control

| CVAG Funded Phase Legend | |
|--------------------------|----------------------------------|
| PEng | Preliminary Engineering |
| ENV | Environmental |
| PS&E | Plans Specifications & Estimates |
| ROW | Right-of-way |
| CON | Construction |

ITEM 8C

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
 Bicycle and Pedestrian Safety Program & Grant Funded - Project Status Report
 8/20/2024



| 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 | | | | Segment 1, 2, 3, 4 & 5 under construction. Notice to Proceed for Segment 6 (Tribal Lands in Palm Springs, Cathedral City and Indio) was provided in July. |
| ATP - Arts & Music Line | CVAG | | | | NEPA approved in May 2024. ROW acquisition underway. Design nearing 100% complete except for La Quinta Evacuation Channel connection, which is delayed with CVWD. Construction award anticipated in late 2025. |
| ATP - Cathedral City Downtown Connectors | CC | | | | Contract issued for construction. Restriping bike lanes on E. Palm Canyon completed. |
| ATP - DHS CV Link Extension | DHS | | | | Under design. |

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert; PS-Palm Springs; CC-Cathedral City; COA-Coachella; LQ-La Quinta; DHS-Desert Hot Springs
 ATP-Active Transportation Program; ROW-Right of Way, NEPA- National Environmental Policy Act, MPO-Metropolitan Planning Organization

ITEM 8d

FY 2023/2024 TRANSPORTATION COMMITTEE ATTENDANCE ROSTER



| CVAG JURISDICTION | JUL | AUG | SEPT | OCT | NOV (Dec 4)* | DEC | JAN | FEB | MAR | APR | MAY | 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 | - | - | █ | - | ✓ | - | - | █ | - | █ | █ | █ |
| Torres Martinez Desert Cahuilla Indians | - | - | ✓ | - | █ | - | - | █ | - | ✓ | █ | ✓ |

- Absent █
- No Meeting -
- Holiday H
- Vacancy **
- In Attendance ✓

*This is a joint meeting with the Executive Committee.

ITEM 8e

Coachella Valley Association of Governments
Transportation Committee
August 26, 2024



STAFF REPORT

Subject: Virtual participation in CVAG's meetings

Contact: Elysia Regalado, Management Analyst (eregalado@cvag.org) and Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation: Information

Background: All meetings of CVAG's standing committees are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq.*) and must be open and public so that any member of the public may attend and participate in the meetings.

Starting in March 2020, CVAG, along with many of its member jurisdictions, began having committee meetings via video/ teleconferencing in place of in-person meetings due to the COVID-19 pandemic. This proved to be an efficient way to conduct business for CVAG and its sister agencies – the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE) – which collectively cover an expansive geographic area across eastern Riverside County. Meetings were well attended, leading to thoughtful and robust conversations on policies, projects and programs. The use of both videoconference and telephone access has also fostered public engagement, as people can join the meetings from a convenient location instead of driving to CVAG's Palm Desert conference room. In September 2021, the CVAG Executive Committee authorized the Chair and/or the Executive Director to advocate for Brown Act changes that would allow regional agencies such as CVAG to continue utilizing virtual meetings that became so commonplace during the pandemic.

Around April 2023, with the easing of pandemic-era restrictions, CVAG's committees returned to being held in CVAG's Palm Desert conference room. State laws have changed, but CVAG continues to use videoconferencing to encourage additional participation by the public and, when needed, by elected officials.

Nearly all CVAG meetings include videoconferencing information through Zoom. Members of the public are provided a link and webinar information for easy accessibility. If an individual has difficulty connecting, they can contact CVAG at 760-346-1127 and staff will connect them to the meeting. Public comment is encouraged to be emailed prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud should be no more than 300 characters. During the public comment periods, CVAG staff watch for raised hands to get feedback from virtual members. As noted on the agenda, members of the public joining the meeting by Zoom can also provide comment by using the "raise hand" feature or hitting *9 on the phone keypad.

Beginning January 1, 2023, Assembly Bill (AB) 2449 amended the Brown Act regarding remote attendance at local agency public meetings and allowed legislative bodies of a local agency to use teleconferencing without noticing each teleconference location or making it public, provided at least a quorum of the body participates in person at a single physical location that is identified on the agenda, is

open to the public, held within the boundaries of the agency and provided that other requirements regarding accessibility are met. This provision is not permanent and sunsets on January 1, 2026.

As long as quorum of the legislative body is present in a singular location listed on the agenda, members can join under an emergency circumstance or under “just cause,” such as the need to serve as a caregiver or the need to travel for business of another legislative body. CVAG staff asks members to contact them as early as possible to discuss the process of joining the meetings and the requirements of such participation, including the requirement to use both audio and video.

CVAG’s legislative platform continues to advocate for changes to allow for virtual meetings.

Fiscal Analysis: There are no additional costs to CVAG hosting virtual meetings. Logistics are covered under existing staff time, and committee members are paid the same stipends as they would in person.

ITEM 8f

**Coachella Valley Association of Governments
Transportation Committee
August 26, 2024**



STAFF REPORT

Subject: Update on Coachella Valley Broadband Strategic Plan

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

Recommendation: Information

Background: The development of high-speed broadband internet access in the Coachella Valley continues to be a priority for member jurisdictions. In April 2023, the CVAG Executive Committee authorized the Executive Director to take the necessary actions to accept \$978,460 to conduct a Coachella Valley Broadband Strategic Plan. In September 2023, the Executive Committee authorized the execution of a professional service contract with HR Green Pacific, Inc. to provide engineering services for the strategic plan. Work on the strategic plan began in November 2023 and is expected to be completed by March 2025.

The purpose of this report is to provide an update on progress to date on the strategic plan and emerging opportunities to further the expansion of broadband and broadband options in the Coachella Valley.

Coachella Valley Broadband Strategic Plan

The planning effort is being informed by a stakeholder advisory group comprised of information technology directors, public works and engineering representatives of CVAG member jurisdictions, plus representatives from the three Coachella Valley school districts, Caltrans, and GoldenStateNet, the State's non-profit administering the implementation of the Middle-Mile Broadband Network (MMBN). The group began bi-monthly meetings in March and it will continue to support the planning project through its completion in the spring.

To date, the project consultant has completed a Market Assessment and a Stakeholder Engagement Report. The consultant is presently completing a Needs Assessment and had begun a Gap Analysis and High-Level Design.

The Market Assessment is an in-depth analysis of data provided by broadband service providers regarding their coverage areas and it includes a comprehensive examination, cataloging, and detailed documentation of the service offerings from each primary provider in the Coachella Valley. There are presently nine internet service providers reported to provide service in the Coachella Valley at various locations, which include EarthLink, Frontier and Spectrum (wired internet service); T-Mobile and Verizon (mobile wireless internet service providers); HughesNet, Starlink and Viasat (satellite internet service); and Pacific Lightwave (fixed wireless internet service). Many households have internet options from more than one provider, with DSL service available to approximately 90% of the Coachella Valley; cable internet service available to about 89% of addresses; and fiber optic internet service is available to about 82% of addresses.

The Stakeholder Engagement Report and the Needs Assessment includes results of interviews with regional and local leaders representing many sectors including municipal agencies, tribal jurisdictions, businesses, and K-12 and higher-level education, as well as results from surveys distributed throughout the Coachella Valley. From February 2024 to May 2024, stakeholder engagement meetings took place with CVAG staff, City and Tribal staff, anchor institutions, regional entities, and community partners/entities. The various goals of these meetings included identifying existing broadband needs, evaluating current broadband services, exploring future broadband expectations, and collaborating with regional entities. Key findings from the stakeholder engagement include the following:

- Southern California Association of Governments (SCAG) estimated that over 1 million people in the region are impacted by the digital divide.
- SCAG estimated that 30% of people lack digital literacy due to challenges including language barriers, lacking learning opportunities due to age, and poor funding in schools. Suggestions for eliminating the digital divide included bringing digital literacy.
- Agencies are looking to build resiliency in their broadband network to prevent service loss during severe and extreme weather events, such as hurricanes and tropical storms
- Multiple cities are looking to provide public Wi-Fi in their downtown areas during events that will require laying down fiber strands.
- The State's Middle-Mile Broadband Initiative and CVAG's CV Sync project, now under construction to synchronize traffic signals, can create last mile collaboration possibilities.
- An ideal broadband program for the area would include multi-vendor choices, affordable broadband with a low-cost alternative, connectivity to everybody that includes those outside the city limits that are still within the county, and one that bridges the digital literacy gap in the area.
- Future items to consider include CVAG developing a consortium to spearhead the collaborative effort of the project, ongoing collaboration to gain better insight into the problem and building out the necessary infrastructure needs of today and tomorrow, and supporting Dig-Once initiatives.

California Middle-Mile Broadband Initiative

In July 2021, Governor Gavin Newsom signed into law Senate Bill (SB) 156 to create an open-access middle-mile network to bring equitable high-speed broadband service to all Californians. SB 156 provides \$3.25 billion to build the necessary infrastructure to bring internet connectivity to homes, businesses and community institutions. The middle-mile is the physical infrastructure required to enable internet connectivity for homes, businesses and community institutions, and is made up of high-capacity fiber lines along highways and railroads that carry large amounts of data at high speeds over long distances between local networks and global internet networks.

In California, this network is identified as the Middle-Mile Broadband Network. The MMBN was initially planned to install 10,000 miles of new middle-mile fiber throughout the state. With the statewide budget cuts proposed for Fiscal Year 2024/25, the MMBN mileage now stands at 8,000 miles. Installation of the MMBN continues to progress across California with the State reporting that through November, the network is anticipating as many as 21 new groundbreakings for 618 miles of fiber and/or conduit installation.

The approximately 8,000 miles of the MMBN throughout the state is planned to be completed in 2026. In the Coachella Valley, the MMBN will run along the Union Pacific Railroad through the lease of privately-owned trunk fiber, with a branch up to Yucca Valley to be constructed by Caltrans along State Route 62. The MMBN will be equipped with access point at regular intervals

for public agencies or private providers to access and extend last-mile connections to jurisdictions. The California Department of Technology and GSN, the implementer of the MMBN, are included in the regular meetings of CVAG's stakeholder advisory group and are providing updates and engaging directly on planning discussions with CVAG and some CVAG jurisdictions including Twenty-Nine Palms Band of Mission Indians and the City of Indio.

Broadband Funding

State and federal funding is available to support broadband deployment, adoption, and digital literacy planning and implementation. Key funding programs and status are summarized below:

Local Agency Technical Assistance (LATA): The funding for the CVAG broadband strategic plan comes from the California Public Utilities Commission (CPUC) Local Agency Technical Assistance grant program. The LATA Program has awarded \$50 million in Local Agency Technical Assistance funds to 106 non-Tribal local agencies and Tribal Nations. The program is fully subscribed and applications for the program are no longer accepted.

Federal Funding Account (FFA): In accordance with SB 156, the CPUC established the Federal Funding Account with funding from the federal American Rescue Plan Act. SB 156 provides for \$2 billion in grants for last mile broadband infrastructure projects to connect unserved and underserved Californians to high-speed broadband services. In 2023, the State released a call for projects for the FFA grant program. Applications were due in September. In June 2024, the CPUC began making awards and issuing proposed awards for consideration by the Commission. By August, CPUC has announced its fifth round of awards of FFA funding for a total of \$435 million for projects in 22 counties.

To date, two Coachella Valley FFA grants totaling \$11 million have been awarded to Frontier and the City of Indio. The Frontier project will install about 41 miles of new fiber to serve approximately 900 homes in Indio, Mecca, and Thermal. The City of Indio's project will install more than 19 miles of new fiber to serve approximately 500 homes. The CPUC is continuing to review applications and will make awards until the FFA Program is fully subscribed.

Broadband Equity, Access, and Deployment (BEAD): The Broadband Equity, Access, and Deployment Program is being implemented in California by the CPUC. Nationally, BEAD provides \$42.45 billion to expand high-speed internet access by funding planning, infrastructure deployment and adoption programs. California has been allocated approximately \$1.86 billion under BEAD based on the federal government's calculation of California's share of unserved locations nationally.

The BEAD Challenge Phase was open through August 6, 2024. During a 30-day window, permissible challengers (including local and Tribal governments, nonprofits, and broadband service providers) were able to challenge draft maps representing locations as unserved, underserved, or served with broadband. CVAG reviewed the BEAD maps and found no meaningful challenges to make to CPUC. CVAG reviewed this with the stakeholder advisory group, which concurred. At the end of the Challenge Process and based on federal approval, the CPUC will publish a final map of locations eligible for BEAD funding. It is expected that the BEAD program will receive grant applications in 2025. CVAG and member jurisdictions are following closely this grant opportunity.

Various additional broadband funding programs are available from the state for tribal and non-tribal jurisdictions. The state maintains a compendium of funding opportunities at <https://broadbandforall.cdt.ca.gov/funding/>.

Local projects by CVAG's member jurisdictions

While CVAG works on the strategic plan, several individual jurisdictions have been pursuing their own planning and implementation efforts to fund the deployments of last-mile broadband within their right-of way. In June 2023, CVAG staff notified all member cities within the CV Sync project area of the opportunity to leverage the project to advance their broadband initiatives. CVAG staff continue to engage with member jurisdiction staff on leverage opportunities.

The City of Indio is engaged with CVAG on co-locating city broadband infrastructure with the CV Sync infrastructure to connect municipal facilities and to provide broadband connections to the community for commercial purposes. In June 2023, the CVAG Executive Committee authorized the Executive Director to execute a contract change order with the CV Sync contractor and a reimbursement agreement with Indio to cover the costs associated with the co-location; and to execute similar agreements with other jurisdictions should the opportunity arise. Indio and CVAG staff successfully collaborated on the design of the fiber co-location over the ensuing months and in February, 2024, the parties executed the reimbursement agreement. Under the terms of the agreement, Indio will fully reimburse CVAG for the costs to add additional fiber and related infrastructure to the CV Sync project, which is expected not to exceed \$900,000. CVAG has executed the change order with the CV Sync contractor and work is ongoing.

CVAG staff is also engaging with Palm Springs, Cathedral City, Agua Caliente Band of Cahuilla Indians, Twenty-Nine Palms Band of Mission Indians, and Palm Desert, all who have expressed interest in leveraging CV Sync to advance broadband for agency connectivity as well as expanding broadband availability in their jurisdictions. Should the discussions lead to co-location implementation, CVAG's Executive Director will enter into reimbursement agreements with those members under the authorization provided by the CVAG Executive Committee last year.

Fiscal Analysis: There is no additional costs to CVAG for this informational update. Costs associated with the construction of co-location of broadband fiber with the CV Sync project will be covered by member jurisdictions per authorization actions by the Executive Committee in June 2023.

Attachments:

Middle-Mile Broadband Network (MMBN) Map



Statewide Network Delivery Methods

- Lease
- Purchase
- Joint Build
- Caltrans Construction
- County Boundary

100
Miles