



TRANSPORTATION COMMITTEE MEETING AGENDA

**MONDAY, NOVEMBER 4, 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**

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/86706639862?pwd=bPM2ykDwlAnMU7fM2aKlzcS3hbjflK.1>

Dial In: +1 669 900 9128 US

Webinar ID: 867 0663 9862

Password: 633724

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. 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 first of two opportunities for public comment. Any person wishing to address the Transportation Committee on items appearing on this agenda may do so at this time. At the discretion of the Chair, comments may be taken at the time items are presented. Please limit comments to three (3) minutes.
5. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**
6. **CONSENT CALENDAR**
- A. **Approve the Minutes of the August 26, 2024, Transportation Committee Meeting** **P6**
- B. **Approve the Minutes of the October 21, 2024, Transportation Committee Special Meeting** **P11**
- C. **Authorize the Executive Director to take the following actions for the Arts & Music Line project:** **P13**
 1. **Execute Amendment No. 4 to the agreement with Albert A. Webb Associates to increase the contract for a not-to-exceed amount of \$76,950; and**
 2. **Execute Amendment No. 4 of the existing reimbursement agreement with the City of Indio to cover the costs of the additional work, with CVAG’s additional share totaling \$36,102 for pre-construction services**
- D. **Authorize the Executive Director and Chair to execute Amendment No. 3 to the Reimbursement Agreement with the City of Coachella for the Project Study Reports (PSR) for the Dillon Road Interstate 10 Interchange and the Dillon Road SR 86 Interchange and Preliminary Engineering & Environmental Document for the Dillon Road Bridge at Whitewater Channel project for an additional not-to-exceed amount of \$27,905.87** **P26**
- E. **Approve Amendment No. Three to the Reimbursement Agreement with the City of La Quinta for the Dune Palms Road Bridge Project, providing an additional \$26,706 and extending the time trigger through December 2025** **P37**

- F. **Approve Amendment No. 1 to the Reimbursement Agreement with the City of Indio for the Jefferson Street Widening Project (Avenue 38 - Sun City Boulevard), extending the time trigger to December 2025 to allow for completion of the Preliminary Engineering & Environmental Studies (PA&ED) Phase** **P42**
- G. **Approve Amendment Number Two to the Reimbursement Agreement with the City of Cathedral City for the Cathedral Canyon Bridge project to provide improvements in an amount not-to-exceed of \$525,000, inclusive of a signal crossing benefitting CV Link** **P47**
- H. **Adopt CVAG's Legislative Platform for the next two-year legislative cycle** **P52**
- 6.1. **ITEM(S) HELD OVER FROM CONSENT CALENDAR**
7. **DISCUSSION / ACTION**
- A. **Next Steps for Regional Early Action Planning (REAP 2.0) Projects – Peter Satin** **P68**
- Recommendation:** Authorize the Executive Director to execute:
1. A services contract with CR Associates, not to exceed \$1,599,574, to conduct professional and outreach services pursuant to the REAP 2.0 CV Link Community Connectors Phase I analysis; and
 2. A services contract with Kimley-Horn and Associates, not to exceed \$1,670,485, to conduct professional and outreach services pursuant to the REAP 2.0 Coachella Valley Regional Vehicle Miles Traveled study
- B. **Anticipated Community Project Funding (Earmarks) – Emmanuel Martinez** **P127**
- Recommendation:** Authorize the Executive Director to take the necessary steps and enter into the necessary agreements to accept federal dollars through Community Project Funding for the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) project on Indian Canyon Drive and the CV Link North Shore/Salton Sea extension project in the amounts of \$5 million and \$250,000, respectively
- C. **Next Funding Phase for the Jackson Street/ Interstate 10 Interchange Project – Randy Bowman** **P130**
- Recommendation:** Authorize the Chair and Executive Director to execute Amendment No. 4 to the Reimbursement Agreement with the City of Indio and the County of Riverside for the Jackson Street/ Interstate 10 Interchange Project, providing an additional not-to-exceed amount of \$4,875,000 in regional funding for the Right-of-Way Acquisition (ROW) Phase
- D. **Improvements to intersection of Avenue 50 and Jackson Street – Julie Mignogna** **P137**
- Recommendation:** Approve Amendment No. 2 to the Reimbursement Agreement with the City of Indio for the Avenue 50 and Jackson Street intersection project, providing an additional not-to-exceed \$5,643,750 in regional funding for Phase I construction, and bringing CVAG's total funding amount of \$6,839,700
- E. **Amendment No. 2 to the Reimbursement Agreement with City of Indio for the** **P145**

Avenue 44 Bridge Project – Julie Mignogna

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

F. Contract Amendment with Alta Planning & Design for CV Link –Jonathan Hoy P158

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

8. INFORMATION

- a) Status of I-10 & SR 86 Interchange Projects P164
- b) CVAG Regional Arterial Program – Project Status Report P165
- c) Bicycle/Pedestrian Safety Program – Project Status Report P166
- d) Transportation Committee Attendance Roster P167
- e) Developing Criteria for the 2025 Update of the Transportation Project Prioritization Study (TPPS) P168

9. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

10. ANNOUNCEMENTS

The next meeting of the **Transportation Committee** will be held on Monday, January 6, 2025, 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, December 2, 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, AUGUST 26, 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, August 26, 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 and County Administrative Center in Riverside.

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 Kathleen Fitzpatrick
Mayor Pro Tem Jan Harnik
Councilmember Lisa Middleton
Mayor Steve Downs
Deputy Director of Transportation Russell Williams

AGENCY

City of Blythe (*via Zoom*)
City of Cathedral City
City of Coachella
City of Desert Hot Springs
City of Indian Wells
City of La Quinta
City of Palm Desert
City of Palm Springs
City of Rancho Mirage
County of Riverside (*via Zoom*)

MEMBERS/EX OFFICIOS NOT PRESENT

Councilmember Elaine Holmes
Tribal Member Virginia Siva-Gillespie
Tribal Vice Chair Joseph Mirelez

AGENCY

City of Indio
Agua Caliente Band of Cahuilla Indians
Torres Martinez Desert Cahuilla Indians

3. PLEDGE OF ALLEGIANCE

Indian Wells Councilmember Dana Reed led the Committee in the Pledge of Allegiance.

4. PUBLIC COMMENTS ON AGENDA ITEMS

Brad Anderson, resident of Rancho Mirage, stated he is opposed to Item 7C due to it not being beneficial to the residents and its potential negative impacts with increased traffic. Mr. Anderson also commented on Item 8E, saying he opposes of AB2449 as it limits being able to monitor elected officials.

5. CHAIR/ EXECUTIVE DIRECTOR ANNOUNCEMENTS

Chair Hernandez announced the passing of former California Transportation Commission Commissioner Joe Tavaglione and led the Committee in a moment of silence and remembrance in his honor.

Executive Director Tom Kirk announced the Transportation Committee will be having a special meeting in October to kick start the Transportation Project Prioritization Study (TPPS) process with an interactive session on regional priorities.

Mr. Kirk also gave updates on Congressional earmarks being tracked by CVAG, which include funding requests for ACCESS Indian Canyon Drive and for planning work related to the CV Link extension to the Salton Sea.

6. CONSENT CALENDAR

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

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

THE MOTION FOR CARRIED WITH 10 AYES AND 3 MEMBERS ABSENT.

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

7. DISCUSSION / ACTION

A. Presentation: Completing construction of CV Link

Mr. Kirk provided a PowerPoint presentation update of CV Link as it nears completion. Brief member discussion ensued.

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

B. Arts and Music Line Project Status Update

Assistant Director of Transportation Randy Bowman presented the staff report. Brief member discussion ensued.

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

C. Interstate 10/ Da Vall Interchange Project Study Report (PSR)

Mr. Bowman presented the staff report.

Member discussion ensued with Mr. Bowman answering questions from the Committee.

Rancho Mirage Mayor Steve Downs commented that he will be abstaining from a vote on this item as the City's prioritization of this project differs from this report but he believes Cathedral City should be made whole for work completed.

IT WAS MOVED BY COUNCILMEMBER REED AND SECONDED BY COUCILMEMBER MIDDLETON TO 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

THE MOTION FOR CARRIED WITH 9 AYES, 1 MEMBER ABSTAINING AND 3 MEMBERS ABSENT.

TRIBAL MEMBER SIVA-GILLESPIE	ABSENT
MAYOR DECONINCK	AYE
COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	ABSENT
COUNCILMEMBER FITZPATRICK	AYE
MAYOR PRO TEM HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR DOWNS	ABSTAINED
DEPUTY DIRECTOR WILLIAMS	AYE
TRIBAL VICE CHAIR MIRELEZ	ABSENT

D. LOCAL PARTNERSHIP PROGRAM (LLP) FORMULA FUNDS FOR THE INTERSTATE 10/MONROE PROJECT

Mr. Bowman presented the staff report and an update on the interchange project.

IT WAS MOVED BY COUNCILMEMBER REED AND SECONDED BY COUCILMEMBER FITZPATRICK TO AUTHORIZE THE EXECUTIVE DIRECTOR TO CONFRIM TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION THE ALLOCATION OF ALL AVAILABLE LOCAL PARTNERSHIP PROGRAM (LLP) FORMULA FUNDS TO THE I-10/MONROE STREET INTERCHANGE

THE MOTION FOR CARRIED WITH 10 AYES AND 3 MEMBERS ABSENT.

TRIBAL MEMBER SIVA-GILLESPIE	ABSENT
MAYOR DECONINCK	AYE
COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	ABSENT
COUNCILMEMBER FITZPATRICK	AYE
MAYOR PRO TEM HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR DOWNS	AYE

**DEPUTY DIRECTOR WILLIAMS
TRIBAL VICE CHAIR MIRELEZ**

**AYE
ABSENT**

E. NEXT STEPS FOR REAP 2.0 PROJECTS

Program Manager Peter Satin presented the staff report. Brief member discussion ensued, with members noting the statewide advocacy efforts to reinstate REAP funding.

IT WAS MOVED BY MAYOR PRO TEM HARNIK AND SECONDED BY COUNCILMEMBER REED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION TO ACCEPT \$3,705,000 IN REGIONAL EARLY ACTION PLANNING (REAP 2.0) FUNDS TO CONDUCT A VEHICLE MILES TRAVELED STUDY AND A CV LINK COMMUNITY CONNECTORS ANALYSIS

THE MOTION FOR CARRIED WITH 10 AYES AND 3 MEMBERS ABSENT.

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

F. ELECTION OF TRANSPORTATION COMMITTEE OFFICERS

Mr. Kirk opened the floor for nominations for Chair and Vice Chair of the Transportation Committee. Councilmember Reed nominated Mayor Hernandez to remain Chair, and welcomed others to take his role as Vice Chair. Mayor Pro Tem Harnik nominated Councilmember Reed to remain Vice Chair. No other nominations were received.

IT WAS MOVED BY COUNCILMEMBER REED AND SECONDED BY MAYOR PRO TEM HARNIK TO RE-ELECT MAYOR STEVE HERNANDEZ AS CHAIR AND COUNCILMEMBER DANA REED AS VICE CHAIR OF THE TRANSPORTATION COMMITTEE FOR FISCAL YEAR 2024/2025.

THE MOTION FOR CARRIED WITH 10 AYES AND 3 MEMBERS ABSENT.

TRIBAL MEMBER SIVA-GILLESPIE	ABSENT
MAYOR DECONINCK	AYE
COUNCILMEMBER GREGORY	AYE
MAYOR HERNANDEZ	AYE
MAYOR MATAS	AYE
COUNCILMEMBER REED	AYE
COUNCILMEMBER HOLMES	ABSENT
COUNCILMEMBER FITZPATRICK	AYE
MAYOR PRO TEM HARNIK	AYE
COUNCILMEMBER MIDDLETON	AYE
MAYOR DOWNS	AYE

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) Virtual Participation in CVAG’s meetings
- f) Update on Coachella Valley Broadband Strategic Plan

9. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

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.

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11. ADJOURNMENT

There being no further business, Chair Hernandez adjourned the meeting at 10:56 a.m.

Respectfully submitted,

Ely Regalado
Management Analyst

ITEM 6B

**TRANSPORTATION COMMITTEE
MINUTES OF SPECIAL MEETING
MONDAY, OCTOBER 21, 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, October 21, 2024, at 10:15 a.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, in the City of Palm Desert.

2. ROLL CALL

A roll call was taken, and it was determined that a quorum was present.

MEMBERS/ALTERNATES PRESENT

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
Councilmember Grace Garner (*alternate*)
Mayor Pro Tem Ted Weill (*alternate*)
Supervisor V Manuel Perez
Tribal Vice Chair Joseph Mirelez

AGENCY

City of Cathedral City
City of Coachella
City of Desert Hot Springs
City of Indian Wells
City of Indio
City of La Quinta
City of Palm Desert
City of Palm Springs
City of Rancho Mirage
County of Riverside
Torres Martinez Desert Cahuilla Indians

**Arrived at item 6A*

MEMBERS/EX OFFICIOS NOT PRESENT

Mayor Joseph DeConinck
Tribal Member Virginia Siva-Gillespie

AGENCY

City of Blythe
Agua Caliente Band of Cahuilla Indians

3. PLEDGE OF ALLEGIANCE

Desert Hot Springs Mayor Scott Matas 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 that due to the nature of today's topic of discussion and the unique structure of the meeting, this is an in-person meeting only today with no Zoom option. He also explained that Blythe Mayor Joseph DeConinck had offered to attend in person but that staff advised the discussion was on valley-specific project priorities.

6. **DISCUSSION / ACTION**

A. **Proposed Criteria for the 2025 Update of the Transportation Project Prioritization Study**

Mr. Kirk led the committee in an extensive interactive discussion process determining the investment priority of several transportation projects to be used to provide direction for updating of the upcoming 2025 Transportation Project Prioritization Study (TPPS). The following topics were discussed during this item for consideration of criteria in the next TPPS: improve pavement condition; fill system gaps; reduce congestion; reduce accidents; encourage infill development; improve climate and disaster resiliency; improve access in and out of the Coachella Valley; add pedestrian and bicycle routes; improve aesthetics; improve access in and out of events; build infrastructure in disadvantaged communities; and improve mobility for disadvantaged people.

Members provided comparative rankings for the various options and provided feedback to staff. Staff indicated that they will be circulating the list and feedback from the Committee to member jurisdictions' staff for additional feedback before returning to the committee.

7. **INFORMATION**

- a) Transportation Committee Attendance Roster
- b) Recap from California Association of Councils of Governments

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

None.

10. **ANNOUNCEMENTS**

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

City of Palm Desert Mayor Pro Tem Jan Harnik, who serves as CALCOG's Board of Directors Second Vice President, highlighted Agenda Item 7B and the advocacy work done this year.

11. **ADJOURNMENT**

There being no further business, Chair Hernandez adjourned the meeting at 11:17 a.m.

Respectfully submitted,

Ely Regalado
Management Analyst

ITEM 6C

Coachella Valley Association of Governments
Transportation Committees
November 4, 2024



STAFF REPORT

Subject: Next Steps for the Arts and Music Line Project

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

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

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

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

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

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

Since April 2024, the project has received NEPA clearance and right-of-way acquisition is proceeding. In addition, the consultant has submitted 100 percent complete plan for review to

CVAG staff and the project agency partners. Construction bidding is anticipated in the third quarter of 2025.

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

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

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

Attachments:

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

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

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

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

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

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

ALBERT A. WEBB ASSOCIATES

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Dilesh Sheth, Senior V.P.

Attachment A-1

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

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

DRAFT



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

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

September 10, 2024

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

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

Dear Randy:

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

Sincerely,

Albert A. Webb Associates

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

Dilesh Sheth, PE, TE
Senior Vice President



EXHIBIT A - SCOPE OF SERVICES

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

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

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

Our scope of service is as follows:

1.1 Percolation Tests:

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

1.2 Drainage Study:

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

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

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

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

1.3 Design Underground Drainage System:

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

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

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

2.1 Design Underground Drainage System:

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

2.2 Design Soundwall:

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

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

3.1 Potholing:

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

Task 4 – Prepare specifications and cost estimates

4.1 Specifications:

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

4.2 Cost Estimation:

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

EXHIBIT B - COMPENSATION FOR ADDITIONAL SCOPE OF SERVICES

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

Compensation Breakdown

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

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

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

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

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

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

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

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

ATTEST

CITY OF INDIO

By: _____
Steven Graham, City Attorney

By: _____
Bryan Montgomery, City Manager

ATTEST

**COACHELLA ASSOCIATION OF
GOVERNMENTS**

By: _____
Allen McMillen, Contract Analyst II

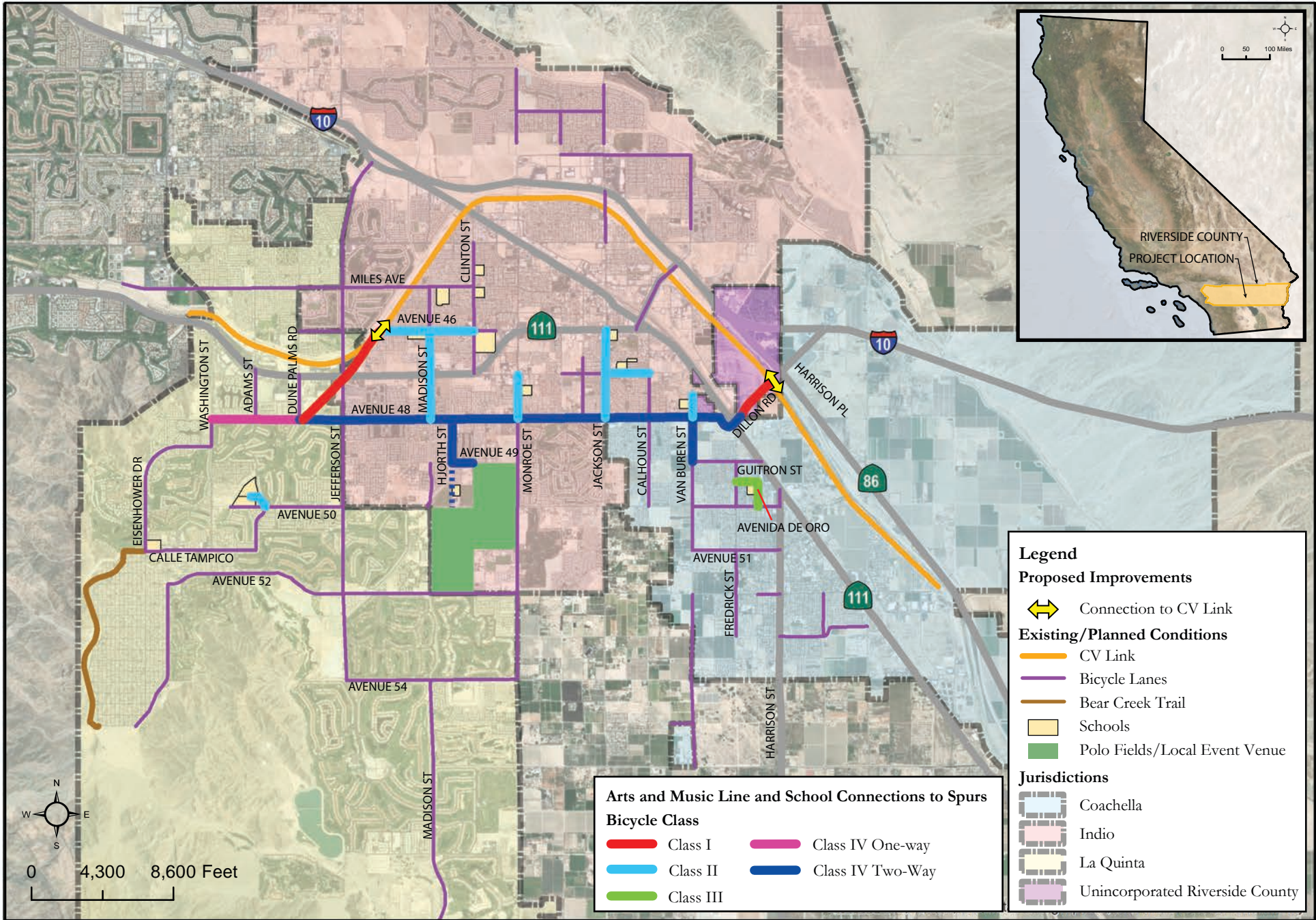
By: _____
Tom Kirk, CVAG Executive Director

Attachment A-1

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

Additional Scope of Services and Compensation

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



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

Project Location Map

ITEM 6D

**Coachella Valley Association of Governments
Transportation Committee
November 4, 2024**



STAFF REPORT

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

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

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

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

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

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

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

On June 26, 2016, the Executive Committee approved Amendment No. 2 to the existing Reimbursement Agreement with the City of Coachella to utilize remaining money in the existing agreement with CVAG, approximately \$1,259,000, to pay 100 percent of eligible expenses to fund

any additional design work and revalidate the environmental documents for the Dillon Road Bridge at Whitewater Channel.

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

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

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

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

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

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

SEC. 2.

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

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

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

In conjunction with the recent actions taken by the JPA, the City of Coachella has submitted a request to amend the reimbursement agreement between CVAG and the City to pay a final invoice for the preliminary engineering and environmental document phase in the amount of \$27,905.87. Staff is recommending approval of Amendment No. 3.

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

Attachments:

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

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

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

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

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

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

ATTEST

CITY OF COACHELLA

By: _____
Carlos Campos, City Attorney

By: _____
Gabriel Martin, City Manager

ATTEST

COACHELLA ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Ted Weill, Chair

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

See following pages.

DRAFT



October 16, 2024

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

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

Dear Mr. Hoy:

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

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

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

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

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

Sincerely,



Andrew Simmons, P.E.
City Engineer

Attachments:

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



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

March 20, 2023

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

Dear Mr. Hoy,

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

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

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

Sincerely,



Andrew Simmons, P.E., City Engineer



Previous Day Composite Report

Custom
As of 04/14/2023

Company: CITY OF COACHELLA
User: Lourdes Marron

04/17/2023 11:17 AM ET

Commercial Electronic Office®

Treasury Information Reporting

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

WELLS FARGO BANK, N.A.
General Account

Balances

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

Summaries

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

Credit Transactions

4/14/2023	169 / MISCELLANEOUS ACH CREDIT	Credit Amount:	126,256.32
	Cust Ref: 00000000000	Bank Ref: IA000015320202	
	Unique ID: 00000091005472193153		
	COACHELLA VALLEY AP04.13.23 COACHELLA INV ST-109-2023-016 DILLON RD/I-10/SR86S		
	WW		
	Account Net Amount		126,256.32

Grand Total For Currency: USD

Balances

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

— END OF REPORT —



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

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

Bill To:
CVAG

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

DESCRIPTION	AMOUNT
Reimbursement requested per agreement for the following:	
Dillon Road Bridge Interstate 10 Interchange & SR 86 Interchange	\$154,162.19
<div style="border: 1px solid red; padding: 5px; color: red;">04-14-23 ACH received in the amount of \$126,256.32</div>	
Total	\$154,162.19

April 17, 2023

Signature

Title

Date

Please remit payment to:

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

For Office Use Only:

Deposit coding:

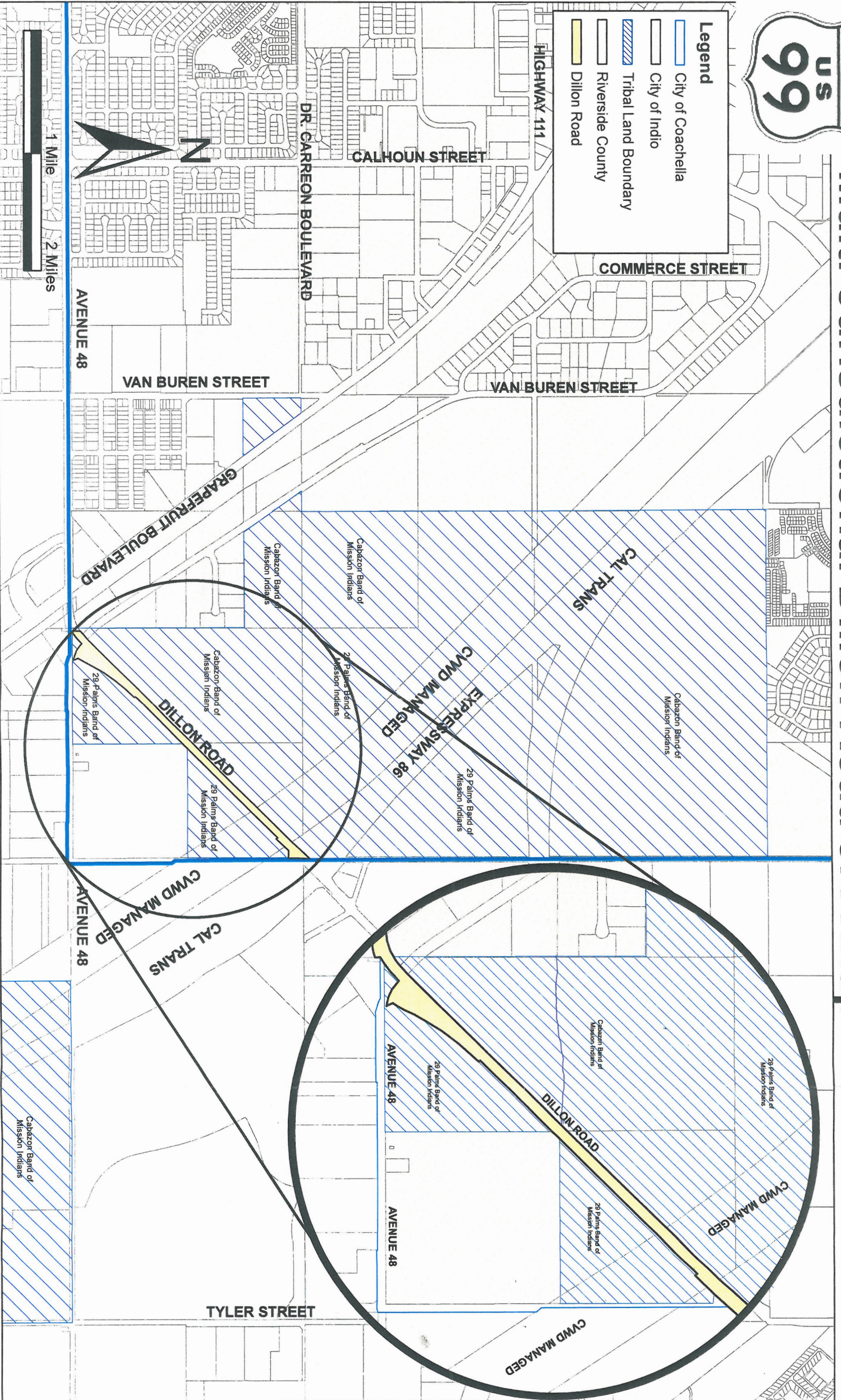
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Multi-Jurisdictional Dillon Road JPA Map

Legend

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



ITEM 6E

**Coachella Valley Association of Governments
Transportation Committee
November 4, 2024**



STAFF REPORT

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

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

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

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

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

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

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

Dune Palms is the last low water crossing of the Whitewater River in the City of La Quinta. Completing the bridge will provide much needed capacity to address traffic volumes across the stormwater channel during flooding events. It is also important as it relates to CV Link, as the city is constructing the CV Link bridge undercrossing and connectors to Dune Palms Road on each side of the roadway as part of bridge project. When the bridge project is completed, it will provide

independent utility for CV Link. This will provide a continuous pathway from Washington Street to the Promontory Point bridge in La Quinta and continuing into the City of Indio.

Staff recommends approval of Amendment No. 3, which will also extend the time trigger through December 2025. With this approval, the Executive Director and/or Legal Counsel will be authorized to make clarifying changes.

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

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

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

Attachments:

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

October 18, 2024

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

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

Dear Mr. Hoy,

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

CVAG previously authorized and obligated the following:

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

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

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

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

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


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

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

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

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

Sincerely,



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

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

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

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

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

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

Summary of CVAG costs

Previously authorized and obligated:

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

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

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

ATTEST:

AGENCY:

CITY OF LA QUINTA

By: _____
Jon McMillen, City Manager

By: _____
Linda Evans, Mayor

CVAG

By: _____
Tom Kirk, Executive Director

By: _____
Ted Weill, CVAG Chair

ITEM 6F

Coachella Valley Association of Governments
Transportation Committee
November 4, 2024



STAFF REPORT

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

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

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

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

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

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

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

It is typical to look at the TPPS not only in terms of individual segment ranking, but corridor, sub-corridor or "buildable project" combined segment scores and ranking. The stretch of Jefferson Street from Avenue 38 to Sun City Boulevard would show a weighted average of a top ten percent project. The project also includes bicycle and pedestrian facilities that are consistent with CVAG policy and included in the Regional ATP and ATP Design Guidelines.

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

CVAG staff is recommending approval of Amendment No. 1.

Fiscal Analysis: The original agreement was for \$300,000, of which CVAG's share was not to exceed \$225,000. There is no additional requested regional funding at this time. The City will request additional funding for the PS&E Phase once PA&ED is complete. There are sufficient regional transportation funds to cover this current phase of the project.

Attachments:

1. City of Indio request letter
2. Draft Amendment No. 1 to Reimbursement Agreement

September 30, 2024

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

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

Dear Mr. Hoy,

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

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

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

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

Sincerely,

Timothy T. Wassil

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

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

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

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

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

ATTEST:

CITY OF INDIO

By: _____
Bryan Montgomery, City Manager

By: _____
Lupe Ramos Amith, Mayor

ATTEST:

COACHELLA ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

By: _____
Ted Weill, Chair

ITEM 6G

Coachella Valley Association of Governments
Transportation Committee
November 4, 2024



STAFF REPORT

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

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

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

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

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

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

The CV Link project would usually fund 100% of the cost to install a protected crossing in the form of Rectangular Rapid Flashing Beacon (RRFB). However, because of the proximity of Canyon Shores Drive, a full traffic signal installation would be warranted. Therefore, CVAG staff is recommending an agreement that funds 75% of the traffic signal costs to since there will be additional benefits that a signal would provide unrelated to CV Link.

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

Staff is recommending approval of Amendment No. 2. With this authorization, the CVAG Executive Director and/or Legal Counsel would also be authorized to make minor clarifying changes.

Fiscal Analysis: Cathedral City is requesting CVAG to pay 75 percent of the costs for the design and construction of the traffic signal. It is estimated that the design and construction costs of the traffic signal are \$700,000, with CVAG's share not to exceed \$525,000.

This would also bring CVAG's approved commitment to \$3,102,092.58. CVAG has sufficient regional transportation funds to cover these costs.

Attachments:

1. Amendment No. Two to the Reimbursement Agreement
2. Letter from Cathedral City requesting funding

**AMENDMENT NUMBER TWO
TO THE
REIMBURSEMENT AGREEMENT BETWEEN CVAG AND CITY OF CATHEDRAL CIY
FOR THE
CATHEDRAL CANYON BRIDGE PROJECT**

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

This Amendment Number Two authorizes CVAG funds in an additional amount not to exceed \$525,000 for the following:

Summary

Previously obligated authorized funds (75%)	\$	1,895,820.00
New obligation under Amend. No. One for Bridge Construction (75%)	\$	402,875.00
New obligation under Amend. No. One to include CV Link (100%)	\$	278,397.58
<i>New obligation under Amend. No. Two for Traffic Signal (75%)</i>	\$	<i>525,000.00</i>
Revised Total Amount Authorized for this Project	\$	3,102,092.58

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

ATTEST:

CITY OF CATHEDRAL CITY

By: _____
Charlie McClendon, City Manager

By: _____
Mark Carnevale, Mayor

ATTEST:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Ted Weill, Chair



Cathedral City

PUBLIC WORKS DEPARTMENT

October 28, 2024

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

Re.: Contract Amendment Number Two for the Cathedral Canyon Bridge Project for additional engineering design and construction work

Dear Mr. Hoy,

The City of Cathedral City respectfully requests Amendment Number Two to the Agency Reimbursement Agreement by and between the Coachella Valley Association of Governments (CVAG) and the City of Cathedral City (City) for the Cathedral Canyon Bridge Project to increase CVAG's regional share of project costs to accommodate a new traffic signal at the intersection of Cathedral Canyon Drive and CV Link/Canyon Shores Drive.

CV Link is now under construction along the northern embankment of the Whitewater River Channel, west of Cathedral Canyon Drive. CV Link, once completed, will continue to the east side of Cathedral Canyon Drive by crossing Cathedral Canyon at grade, where it will connect to the Cathedral Canyon Bridge (aka Ofelia Bringas Memorial Bride). This bridge includes a CVAG funded CV Link deck expansion which allows CV Link users to cross over to the southern embankment of the Whitewater River Channel and continue east.

This past year, CVAG completed the acquisition of the right-of-way from adjacent Indian Allottee landowners near and adjacent to the Cathedral Canyon Bridge. This has allowed the construction of CV Link to move forward in this area.

With CV Link under construction on both sides (west and east) of Cathedral Canyon Drive, the timing of incorporating a safety or protected crossing at the Cathedral Canyon Drive and CV Link/Canyon Shores Drive intersection is crucial in providing

● Page 2 – City CVAG Contract Amendment No. Two Cathedral Canyon Bridge October 28, 2024
the safety improvements necessary for users to get across the roadway and the
Whitewater River Channel.

In city staff discussions with CVAG, the CV Link project would usually fund 100% of the cost to install a safety crossing in the form of Rectangular Rapid Flashing Beacon (RRFB). However, because of the proximity of Canyon Shores Drive to the CV Link crossing, a fully protected crossing with a traffic signal installation is necessary and warranted. From our discussions it is further understood that CVAG will fund a total of 75% of the traffic signal costs. This traffic signal work would be incorporated into the current city work of adding sidewalks and bike lanes on both sides of Cathedral Canyon Drive from Canyon Shores Drive north to Dinah Shore. With the addition of these sidewalks and bicycle lanes, the signalized intersection will add improvements to allow users to safely cross Cathedral Canyon and access CV Link westward and eastward.

The Reimbursement Agreement between CVAG and the City of Cathedral City for the Cathedral Canyon Bridge has not been closed out. The city expects the design and construction of the new signal to cost \$750,000. The city is requesting CVAG to pay 75% of the cost for the design and construction of the traffic signal. The city is proposing to initiate the design and construction and be reimbursed as project costs are incurred.

This Amendment Number Two will increase the total CVAG share for the Agreement to \$3,102,092.58 as detailed in the following:

Previously Obligated authorized funds (75%)	\$ 1,895,820.00
Obligated under Amendment No. One for Bridge Construction (75%)	\$ 402,875.00
Obligated under Amendment No. One to include CV Link (100%)	\$ 278,397.58
Obligated under Amendment No. Two for Traffic Signal (75%)	\$ 525,000.00
Revised Total Amount for this Project	\$ 3,102,092.58

If there are any questions regarding this request, please contact me at your convenience.

Sincerely,



John A. Corella, P.E.

Director of Public Works

760-770-0327

jcorella@cathedralcity.gov

ITEM 6H

**Coachella Valley Association of Governments
Transportation Committee
November 4, 2024**



STAFF REPORT

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

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

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

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

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

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

- In the federal advocacy section, language was inserted related to supporting funding for transportation infrastructure at-risk of climate threats. This was specifically to support programs such as the federal Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) program which provided formula funds to the state that facilitated funding for the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) Indian Canyon Drive Project.
- In the section related to fighting for fairness in funding distribution, language was inserted regarding monitoring the reauthorization of the state's Cap-and-Trade Program, which directly millions of dollars for climate related investments. The program is set to expire in 2030, but it is widely anticipated that there will be significant interest by legislators to reauthorize the program during the upcoming legislative cycle.

- In the state advocacy section, language related to advocating for Cap and Trade funds to support investment of GHG reduction funding towards transportation projects, including electric vehicle infrastructure was moved from the Energy and Environment section and moved under the Transportation section.
- Additional language was inserted regarding supporting efforts that ensure that future funding tools to convert or supplement the gas tax continue to support existing multimodal state funding programs.
- Language was added specifically related to increasing representation on electrical matters for communities served by the Imperial Irrigation District.
- As it relates to broadband, language was added in reference to supporting digital equity funding and programs in the Coachella Valley, as outlined in the state's Digital Equity Plan. The state's Digital Equity Plan outlines a framework to improve access, affordable and digital literacy for eight target populations that include veterans, households with incomes at or below 150% Federal Poverty Level, and minorities groups and people with disabilities to name a few.

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

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

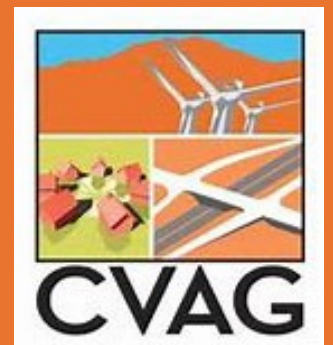
Additionally, CVAG staff will continue to monitor and engage on policies that aim to restrict local control and decision-making over local resources. For example, AB 6 and AB 7, both by Assemblymember Laura Friedman, aimed to restrict use of local resources for projects that did not achieve certain environmental requirements, such as greenhouse gas emissions reductions. Although CVAG actively participated in defeating these bills, these types of policies could hinder projects that add capacity to the region's transportation system.

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Federal and State
Legislative Platform

Updated December 2, 2024



Coachella Valley Association of Governments

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

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

**Agua Caliente Band of Cahuilla
Indians**

City of Blythe

Cabazon Band of Cahuilla Indians

City of Cathedral City

City of Coachella

City of Desert Hot Springs

City of Indian Wells

City of Indio

City of La Quinta

City of Palm Desert

City of Palm Springs

City of Rancho Mirage

County of Riverside

**Torres Martinez Desert Cahuilla
Indians**

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

CVAG

74-199 El Paseo

Suite 100

Palm Desert, CA 92260

Tel: 760-346-1127

www.cvag.org

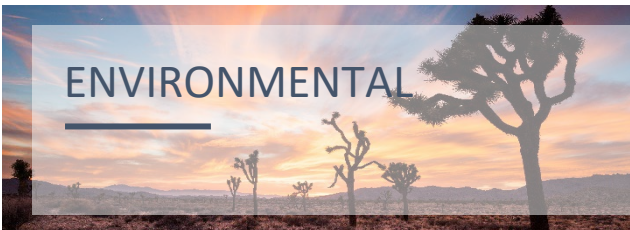
Key Categories



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



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



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



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



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



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

FEDERAL

Transportation

Bridges, Regional Arterials and Improved Access

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

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

Active Transportation

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

Intelligent Transportation Systems

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

Energy and Environment

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

Broadband

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

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

Homeless and Affordable Housing

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

Public Safety

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

STATE

Fighting for Fairness and Funding

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

Transportation

Bridges, Regional Arterials and Improved Access

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

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

Active Transportation

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

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

Intelligent Transportation Systems

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

Energy and Environment

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

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

Broadband

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

Homelessness and Affordable Housing

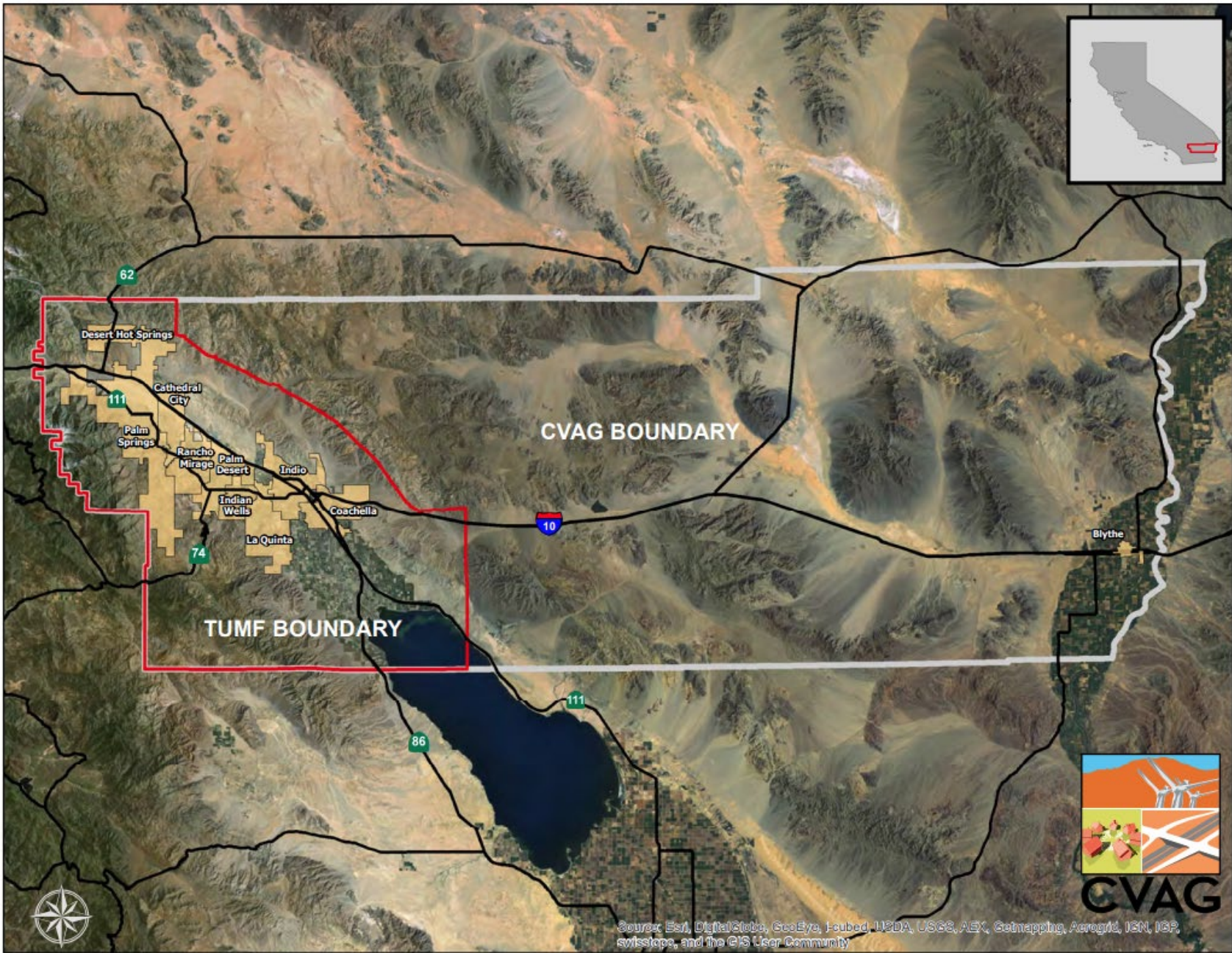
- Support increased investment in, and creation of, programs that assist local governments, counties and regional collaborations to address the challenges associated with homelessness.
- Support legislative efforts that allow for sustainable financing options, as outlined in CVAG’s Regional Early Action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

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

Public Safety

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

DRAFT



Source: Esri, DigitalGlobe, GeoEye, Earthstar (USA), Airphoto, USDA, Landsat, ALEX, GeoMapping, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

ITEM 7A

**Coachella Valley Association of Governments
Transportation Committee
November 4, 2024**



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

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

Recommendation: Authorize the Executive Director to execute:

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

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

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

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

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

advocacy campaign to restore REAP 2.0 funding (to which CVAG contributed support), the California Legislature reinstated almost the entire program budget, less \$50 million, when they passed the state budget in June 2024. SCAG rescinded its stop-work order in August 2024, and staff from CVAG and RCTC resumed coordination on an MOU to accept REAP 2.0 funding, which was approved by CVAG's Executive Committee at its September 30 meeting.

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

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

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

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

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

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

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

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

1. TERM

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

2. SERVICES

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

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

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal/Bid)

3. PRICE FORMULA

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

4. PERFORMANCE

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

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

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

5. ADDITIONAL STIPULATIONS

(a) Consultant must demonstrate a clear and significant nexus to all the Regional Early Action Planning Grants of 2021 (REAP 2.0) Goals and Objectives, as described in Section 9 of this Agreement, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this Agreement, and repayment of the Grant Funds.

(b) As a recipient of federal and state funds, provided through the Southern California Association of Governments (SCAG) and the Riverside County Transportation Commission (RCTC), CVAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this Agreement or to perform work under this Agreement, Consultant shall procure in compliance with all applicable federal, state, and local laws and regulations.

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

(d) Upon request, Consultant shall provide information to the CVAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "Procurement Documents"). For new Procurement Documents developed or finalized after the Effective Date of this Agreement, Consultant shall provide a copy of the Procurement Document(s) to the CVAG Project Manager. CVAG may require

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

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

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

6. INVOICES

(a) This Agreement is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the project's budget set forth in Exhibit A. All invoices submitted to CVAG for payment shall be e-mailed to ap@cvag.org and shall include the CVAG Project Manager as an electronic copy recipient.

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

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

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

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

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

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

7. REPORTING

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

8. ACCOUNTING

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

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

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

9. ALLOWABLE USES OF GRANT FUNDS

(a) CVAG shall not award or disburse funds unless it determines that the project funds and grant funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.

1. REAP 2.0 Goals ("Goals") are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled ("VMT"), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \("NOFA"\)](#) and [Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this Agreement as if set forth in full.
2. REAP 2.0 Objectives ("Objectives") include: (1) accelerating infill development that facilitates housing supply, choice, and affordability;

(2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the REAP 2.0 NOFA and Final Guidelines for MPO Applicants and are made a part of the provisions of this Agreement as if set forth in full.

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

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

10. WORK PRODUCTS

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

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

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

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

11. INSURANCE ADDITIONS

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

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient's profession.	With limits of not less than \$3,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.
Builders Risk	Upon commencement of construction and with approval of SCAG, Sub-Recipient shall obtain and maintain builder's risk (course of construction) for the entire duration of the Project. Not required for Projects without	Sub-Recipient shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs

	construction.	<p>equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, <u>in</u> addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, Sub-Recipient and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Sub-Recipient's services and expenses required as a result of such loss. During the Project construction period, Sub-Recipient and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the Sub-Recipient or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, Sub-Recipient</p>
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Project: CV Link Community Connectors Phase I Analysis

		<p>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 Consultant under this agreement.

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

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

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

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

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

3. For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects CVAG, RCTC, SCAG, their officials and employees. Any insurance or self-insurance maintained by CVAG, RCTC, or SCAG shall be excess of Consultant's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CVAG, RCTC, SCAG, their officials and employees.
5. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

(h) Consultant agrees to ensure that its Sub-Consultant(s) provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Consultant's Sub-Consultant(s) cannot comply with this requirement, which proof must be submitted to CVAG, Consultant shall be required to ensure that its Sub-Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Sub-Consultant(s)

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

12. INDEMNIFICATION - ADDITION

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

13. RECORDS RETENTION

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

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

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

14. MONITORING AND AUDITS

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

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

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

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

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

15. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

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

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

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

1. During the performance of this Agreement, Sub-Recipient assures that no person shall be denied the Agreement's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other unlawful basis, under the Projects or any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964,

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the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
3. Consultant shall permit access by representatives of the Department of Fair Employment and Housing, CVAG, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, CVAG, SCAG, or HCD shall require to ascertain compliance with this Section.
4. Consultant shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
5. Consultant shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.

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

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

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

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

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

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

16. CONFLICT OF INTEREST

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

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

17. INDEPENDENT CONTRACTOR

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

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

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

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

18. ASSIGNMENT

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

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

19. RELEASE OF INFORMATION

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

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

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

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

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

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

SCAG Communication Contact shall be:

Alisha James

james@scag.ca.gov

(213) 236-1884

20. PAYMENT

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

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

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

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

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

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

21. INSPECTION OF WORK

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

22. SCOPE OF WORK CHANGES

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

23. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

24. DEFAULT OF CONSULTANT

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

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

25. UNDUE INFLUENCE

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

26. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

27. NOTICES

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

To CVAG:

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

To Consultant:

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

28. MANAGEMENT

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

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

29. SUBCONTRACTS

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

30. LICENSES

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

31. GOVERNING LAW

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

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

32. FINAL PAYMENT CERTIFICATION AND RELEASE

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

33. ENTIRE AGREEMENT

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

34. FORCE MAJEURE

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

35. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____

Tom Kirk, Executive Director

CR ASSOCIATES

By: _____

Monique Chen, Principal

EXHIBIT "A"

SCOPE OF WORK

1. Project Management

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

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

2. Data Collection and Assessment

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

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

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

3. Outreach and Engagement

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

Project: CV Link Community Connectors Phase I Analysis

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

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

4. Conceptual Planning

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

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

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

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

Project: CV Link Community Connectors Phase I Analysis

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

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

DRAFT

Exhibit "B"

PRICE FORMULA

See following page(s).

DRAFT



Fee Proposal

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

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



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

No.	Task Description	Project Manager (Pr-Indpd)		Principal-In-Charge		Deputy Project Manager (Senior Planner III)		Senior Transportation Planner II		Senior Transportation Planner II		Design Pr-Indpd		Senior Transportation Planner I		Transportation Planner II		Transportation Planner II		Transportation Planner II		Senior Traffic Engineer III		Traffic Engineer II		Senior Civil Engineer		Civil Engineer		Civil Engineer		Senior Project Accountant		CRA Labor Cost	
		Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost		
Task 1	Project Management	136	\$ 46,240	14	\$ 4,270	68	\$ 17,680	12	\$ 2,520	16	\$ 3,360	12	\$ 3,660	8	\$ 1,520	-	\$ -	88	\$ 12,320	12	\$ 3,300	-	\$ -	68	\$ 15,300	68	\$ 13,600	-	\$ -	68	\$ 13,600	68	\$ 13,600	390	\$ 98,990
1.1	Project Kick-Off Meeting	8	\$ 2,720	2	\$ 610	4	\$ 1,040	-	\$ -	-	\$ -	-	\$ -	8	\$ 1,120	-	\$ -	8	\$ 1,120	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	22	\$ 5,490
1.2	Project Management Plan	16	\$ 5,440	-	\$ -	4	\$ 1,040	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	28	\$ 8,000
1.3	Check-In Meetings and Coordination	100	\$ 34,000	12	\$ 3,660	60	\$ 15,600	12	\$ 2,520	16	\$ 3,360	12	\$ 3,660	8	\$ 1,520	-	\$ -	80	\$ 11,200	12	\$ 3,300	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	304	\$ 77,300
1.4	Invocing and Progress Reports	12	\$ 4,080	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	24	\$ 4,080	36	\$ 8,160
Task 2	Data Collection and Assessment	36	\$ 12,240	8	\$ 2,440	20	\$ 5,200	192	\$ 40,320	64	\$ 13,440	-	\$ -	-	\$ -	196	\$ 29,400	224	\$ 33,600	192	\$ 26,880	16	\$ 4,400	100	\$ 16,500	-	\$ -	-	\$ -	-	\$ -	80	\$ 16,000	14	\$ 3,800
2.1	Relevant Document/Plan Review	4	\$ 1,360	2	\$ 610	4	\$ 1,040	24	\$ 5,040	-	\$ -	-	\$ -	-	\$ -	16	\$ 2,400	60	\$ 9,000	40	\$ 5,600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	150	\$ 25,050
2.2	Community Resources Assessment	6	\$ 2,040	2	\$ 610	4	\$ 1,040	40	\$ 8,400	20	\$ 4,200	-	\$ -	-	\$ -	80	\$ 12,000	24	\$ 3,600	40	\$ 5,600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	216	\$ 37,490
2.3	Existing Facilities Assessment	20	\$ 6,800	2	\$ 610	4	\$ 1,040	80	\$ 16,800	32	\$ 6,720	-	\$ -	-	\$ -	100	\$ 15,000	80	\$ 12,000	72	\$ 10,080	16	\$ 4,400	100	\$ 16,500	-	\$ -	-	\$ -	-	\$ -	-	\$ -	506	\$ 89,950
2.4	Equity Data and Analysis	6	\$ 2,040	2	\$ 610	8	\$ 2,080	48	\$ 10,080	12	\$ 2,520	-	\$ -	-	\$ -	-	\$ -	60	\$ 9,000	40	\$ 5,600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	176	\$ 31,930
Task 3	Outreach and Engagement	72	\$ 24,480	7	\$ 2,135	12	\$ 3,120	-	\$ -	40	\$ 12,200	16	\$ 3,040	-	\$ -	16	\$ 2,400	178	\$ 24,920	-	\$ -	-	\$ -	86	\$ 14,190	-	\$ -	-	\$ -	-	\$ -	80	\$ 16,000	14	\$ 3,800
3.1	Stakeholder Engagement Plan	2	\$ 680	-	\$ -	12	\$ 3,120	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 2,080
3.2	Stakeholder Database Management	-	\$ -	-	\$ -	8	\$ 2,080	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	42	\$ 8,200
3.3	Project Website and Digital Materials	2	\$ 680	-	\$ -	8	\$ 2,080	-	\$ -	-	\$ -	16	\$ 3,040	-	\$ -	-	\$ -	50	\$ 7,000	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	150	\$ 29,850
3.4	Community Workshops (5)	20	\$ 6,800	-	\$ -	30	\$ 7,800	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	130	\$ 27,500
3.5	Targeted Stakeholder Meetings	18	\$ 6,120	-	\$ -	40	\$ 10,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	36	\$ 5,040	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	72	\$ 19,680
3.6	Committee Briefings (3)	30	\$ 10,200	-	\$ -	30	\$ 7,800	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 1,680	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	247	\$ 51,935
3.7	Grant Application Development (2)	-	\$ -	7	\$ 2,135	40	\$ 10,400	-	\$ -	40	\$ 12,200	-	\$ -	-	\$ -	-	\$ -	80	\$ 11,200	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	3859	\$ 825,065
Task 4	Conceptual Planning	310	\$ 105,400	57	\$ 17,385	266	\$ 69,160	144	\$ 30,240	410	\$ 86,100	384	\$ 117,120	600	\$ 114,000	320	\$ 48,000	510	\$ 76,500	274	\$ 38,360	160	\$ 44,000	220	\$ 36,300	68	\$ 15,300	68	\$ 13,600	68	\$ 13,600	68	\$ 13,600	364	\$ 88,960
4.1	Goals, Objectives, and Criteria	60	\$ 20,400	-	\$ -	24	\$ 6,240	40	\$ 8,400	80	\$ 16,800	64	\$ 19,520	80	\$ 15,200	16	\$ 2,400	-	\$ -	40	\$ 5,600	80	\$ 22,000	100	\$ 16,500	-	\$ -	-	\$ -	-	\$ -	-	\$ -	948	\$ 208,940
4.2	Connector Alternatives Development	84	\$ 28,560	16	\$ 4,880	72	\$ 18,720	40	\$ 8,400	120	\$ 25,200	96	\$ 29,280	120	\$ 22,800	60	\$ 9,000	120	\$ 18,000	40	\$ 5,600	80	\$ 22,000	120	\$ 19,800	8	\$ 1,800	8	\$ 1,800	8	\$ 1,800	8	\$ 1,800	364	\$ 88,960
4.3	Connector Alternative Evaluation & Prioritization	88	\$ 29,920	16	\$ 4,880	40	\$ 10,400	40	\$ 8,400	120	\$ 25,200	80	\$ 24,400	120	\$ 22,800	160	\$ 24,000	60	\$ 9,000	40	\$ 5,600	80	\$ 22,000	120	\$ 19,800	60	\$ 13,500	60	\$ 12,000	60	\$ 12,000	60	\$ 12,000	1988	\$ 211,400
4.4a	Conceptual Engineering (15 Connectors)	30	\$ 10,200	15	\$ 4,575	30	\$ 7,800	-	\$ -	30	\$ 6,300	120	\$ 16,600	80	\$ 15,200	60	\$ 9,000	150	\$ 22,500	14	\$ 1,960	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	709	\$ 151,635
4.4b	Conceptual Connector Plan	48	\$ 16,320	10	\$ 3,050	100	\$ 26,000	24	\$ 5,040	60	\$ 12,600	24	\$ 7,320	200	\$ 38,000	24	\$ 3,600	180	\$ 27,000	72	\$ 25,200	180	\$ 51,700	406	\$ 66,990	-	\$ -	-	\$ -	-	\$ -	-	\$ -	850	\$ 164,130
	Labor Subtotal	554	\$ 188,340	86	\$ 26,230	522	\$ 135,720	348	\$ 73,080	490	\$ 102,500	436	\$ 132,580	624	\$ 118,560	516	\$ 77,400	750	\$ 112,500	732	\$ 102,480	188	\$ 51,700	406	\$ 66,990	68	\$ 15,300	68	\$ 13,600	148	\$ 29,600	24	\$ 4,080	5,960	\$ 1,251,480





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

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



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

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

Project: Coachella Valley Regional Vehicle Miles Traveled Study

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

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

1. TERM

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

2. SERVICES

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

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

Exhibit A: Scope of Work

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

3. PRICE FORMULA

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

4. PERFORMANCE

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

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

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

5. ADDITIONAL STIPULATIONS

(a) Consultant must demonstrate a clear and significant nexus to all the Regional Early Action Planning Grants of 2021 (REAP 2.0) Goals and Objectives, as described in Section 9 of this Agreement, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this Agreement, and repayment of the Grant Funds.

(b) As a recipient of federal and state funds, provided through the Southern California Association of Governments (SCAG) and the Riverside County Transportation Commission (RCTC), CVAG has the responsibility for ensuring that its procurement process complies with all applicable federal state and funding requirements. For all agreements entered into containing funds provided under this Agreement or to perform work under this Agreement, Consultant shall procure in compliance with all applicable federal, state, and local laws and regulations.

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

(d) Upon request, Consultant shall provide information to the CVAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "Procurement Documents"). For new Procurement Documents developed or finalized after the Effective Date of this Agreement, Consultant shall provide a copy of the

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

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

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

6. INVOICES

(a) This Agreement is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the project's budget set forth in Exhibit B. All invoices submitted to CVAG for payment shall be e-mailed to ap@cvag.org and shall include the CVAG Project Manager as an electronic copy recipient.

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

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

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

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

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

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

7. REPORTING

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

8. ACCOUNTING

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

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

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

9. ALLOWABLE USES OF GRANT FUNDS

(a) CVAG shall not award or disburse funds unless it determines that the project funds and grant funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.

1. REAP 2.0 Goals ("Goals") are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled ("VMT"), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \("NOFA"\)](#) and [Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this Agreement as if set forth in full.
2. REAP 2.0 Objectives ("Objectives") include: (1) accelerating infill development that facilitates housing supply, choice, and affordability;

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(2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the REAP 2.0 NOFA and Final Guidelines for MPO Applicants and are made a part of the provisions of this Agreement as if set forth in full.

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

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

10. WORK PRODUCTS

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

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

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

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

11. INSURANCE ADDITIONS

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

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

	construction.	<p>equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, <u>in</u> addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, Sub-Recipient and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Sub-Recipient's services and expenses required as a result of such loss. During the Project construction period, Sub-Recipient and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the Sub-Recipient or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, Sub-Recipient</p>
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		<p>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>

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

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

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

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

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

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

3. For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects CVAG, RCTC, SCAG, their officials and employees. Any insurance or self-insurance maintained by CVAG, RCTC, or SCAG shall be excess of Consultant's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CVAG, RCTC, SCAG, their officials and employees.
5. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

(h) Consultant agrees to ensure that its Sub-Consultant(s) provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Consultant's Sub-Consultant(s) cannot comply with this requirement, which proof must be submitted to CVAG, Consultant shall be required to ensure that its Sub-Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Sub-Consultant(s)

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

12. INDEMNIFICATION - ADDITION

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

13. RECORDS RETENTION

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

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

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

14. MONITORING AND AUDITS

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

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

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

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

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

15. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

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

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

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

1. During the performance of this Agreement, Sub-Recipient assures that no person shall be denied the Agreement's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any

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other unlawful basis, under the Projects or any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
3. Consultant shall permit access by representatives of the Department of Fair Employment and Housing, CVAG, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, CVAG, SCAG, or HCD shall require to ascertain compliance with this Section.
4. Consultant shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
5. Consultant shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.

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

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

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

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

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

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

16. CONFLICT OF INTEREST

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

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

17. INDEPENDENT CONTRACTOR

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

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

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

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

18. ASSIGNMENT

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

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

19. RELEASE OF INFORMATION

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

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

Consultant shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it

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

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

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

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

SCAG Communication Contact shall be:

Alisha James

james@scag.ca.gov

(213) 236-1884

20. PAYMENT

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

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

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

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

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

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

21. INSPECTION OF WORK

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

22. SCOPE OF WORK CHANGES

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

23. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

24. DEFAULT OF CONSULTANT

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

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

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

25. UNDUE INFLUENCE

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

26. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

27. NOTICES

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

To CVAG:

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

To Consultant:

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

28. MANAGEMENT

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

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

29. SUBCONTRACTS

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

30. LICENSES

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

31. GOVERNING LAW

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

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

32. FINAL PAYMENT CERTIFICATION AND RELEASE

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

33. ENTIRE AGREEMENT

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

34. FORCE MAJEURE

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

35. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____

Tom Kirk, Executive Director

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Michael Schmitt, Project Manager

EXHIBIT "A"

SCOPE OF WORK

1. Project Management

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

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

2. Measuring VMT in the Coachella Valley

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

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

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

3. Traffic Demand Management Strategies

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

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

4. Regional VMT Applications

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

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

5. Outreach and Engagement

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

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

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

6. CEQA Streamlining Solutions (Consultant Proposed Task)

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

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

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

DRAFT

Exhibit “B”

PRICE FORMULA

See following page(s).

DRAFT

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

		Kimley-Horn and Associates, Inc.							TOTAL HOURS	TOTAL COST		
196.54%	Overhead%	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst			Project Support	
195.57%	Overhead% w/o FCCM	Direct Rate	\$129.38	\$109.82	\$98.36	\$83.04	\$70.21	\$57.22	\$49.62	\$38.69		
10%	Fee%	Billing Rate	\$421.90	\$358.12	\$320.75	\$270.79	\$228.95	\$186.59	\$161.81	\$126.17		
Task 1	Project Management	4	104		152					32	292	\$ 84,129.63
1.1	Kickoff Meeting	4	16		24						44	\$ 13,916.52
1.2	Progress Meetings including Agendas and Minutes		40		80						120	\$ 35,988.06
1.3	Invoicing		24		24					16	64	\$ 17,112.53
1.4	Monthly Progress Reports		24		24					16	64	\$ 17,112.53
Task 2	Measuring VMT in Coachella Valley	4	152		280		420	600		12	1468	\$ 308,911.82
2.1	Current Practices		24		40		60	80		4	208	\$ 44,071.49
2.2	Baseline Conditions		40		80		120	160			400	\$ 84,268.68
2.3	VMT Analysis Methodology		40		80		80	120			320	\$ 70,332.60
2.4	Impact Thresholds	2	24		40		80	120			266	\$ 54,614.86
2.5	Case Study Analysis	2	24		40		80	120		8	274	\$ 55,624.19
Task 3	Traffic Demand Management Strategies	24	136		176	64	280	440			1120	\$ 244,584.23
3.1	Existing Planning and TDM Documents	8	24		40		40	80			192	\$ 43,210.20
3.2	Applicable TDM Strategies	8	80		80	40	160	200			568	\$ 125,062.90
3.3	Affordable Housing Analysis	4	24		40		80	120			268	\$ 55,458.66
3.4	Co-Benefit Analysis	4	8		16	24		40			92	\$ 20,852.47
Task 4	Regional VMT Applications	22	160	80	280	80	400	520			1542	\$ 345,156.59
4.1	Potential VMT Mitigation Strategies	16	80	80	120	80	160	200			736	\$ 174,087.80
4.2	Updating TUMF Program	4	40		80		120	160			404	\$ 85,956.30
4.3	Strategy Implementation for VMT into TPPS	2	40		80		120	160			402	\$ 85,112.49
Task 5	Outreach and Engagement	4	112	8	128		124	200		16	592	\$ 136,542.29
5.1	Stakeholder Engagement Plan and Database		8		16		24	40		8	96	\$ 19,157.55
5.2	Technical Advisory Committee		24	8	24						56	\$ 17,659.85
5.3	Community Workshops	4	16		24		40	40			124	\$ 27,852.60
5.4	Committee Briefings		40		24			40			104	\$ 27,296.15
5.5	Grant Funding Application Development		24		40		60	80		8	212	\$ 44,576.16
Task 6	CEQA Streamlining Solutions	4	24	32	64	24	120	200		4	472	\$ 98,629.60
6.1	CEQA Streamlining Solutions	4	24	32	64	24	120	200		4	472	\$ 98,629.60
	TOTAL HOURS	58	664	88	1016	144	1224	1760		60	5014	
	Subtotal Labor:	\$24,470.45	\$237,791.50	\$28,225.91	\$275,123.60	\$32,969.19	\$228,389.47	\$284,784.42		\$7,570.02		\$ 1,217,954.16
	Other Direct Costs											\$ 452,530.42
	Labor Escalation											\$ 18,269.31
	Streetlight Data											\$ 35,000.00
	TREDLite VMT (2-year license)											\$ 50,000.00
	Project Website & Public Coordinate											\$ 4,000.00
	Milage, flights, etc.											\$ 5,000.00
	<i>Arellano Associates, Inc (Subconsultant)</i>											\$ 340,261.10
	TOTAL COST:											\$ 1,670,484.58

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

		ARELLANO ASSOCIATES							Total Hours	Total Costs
Name		Jessica Harleaux	Emily Kiefer	Kyle Santiago	Rachael Potts	Dan Oberle	Keven Michel	Noah Kim		
Category/Title		Project Manager	Sr. Project Coordinator	Creative Lead	Project Coordinator	Innovation Manager	Tech Coordinator	Asst. Project Coordinator		
Direct Rate		\$72.00	\$48.00	\$55.00	\$38.00	\$58.00	\$37.00	\$23.00		
Billing Rate		\$179.99	\$119.99	\$137.49	\$94.99	\$144.99	\$92.49	\$57.50		
127.26% Overhead %										
10% Fee%										
Task 1	Project Management	20	20						40	\$ 5,999.66
1.1	Kickoff Meeting	5	5						10	\$ 1,499.92
1.2	Meeting Agendas and Minutes									
1.3	Invoicing									
1.4	Monthly Progress Reports	15	15						30	\$ 4,499.75
Task 2	Measuring VMT in Coachella Valley									
Task 3	Traffic Demand Management Strategies									
Task 4	Regional VMT Applications									
Task 5	Outreach and Engagement	115	220	36	483	48	40	770	1712	\$ 152,861.44
5.1	Stakeholder Engagement Plan and Database	12	24		16			110	162	\$ 12,884.28
5.2	Technical Advisory Committee	7	17		18			42	84	\$ 7,424.58
5.3	Outreach Materials and Notification Activities	32	56	28	160	48		210	534	\$ 50,562.17
5.4	Community Events	48	94		220			320	682	\$ 59,216.68
5.5	Engagement Tools	10	18	8	32		40	60	168	\$ 15,249.15
5.6	Committee Briefings	3	6		12			12	33	\$ 3,089.83
5.7	Outreach Documentation	2	4		9			16	31	\$ 2,614.85
5.8	Grant Application	1	1		16				18	\$ 1,819.90
	TOTAL HOURS	135	240	36	483	48	40	770	1752	
	Subtotal Labor:	\$24,298.64	\$28,798.39	\$4,949.72	\$45,882.43	\$6,959.61	\$3,699.79	\$44,272.52		\$ 158,861.10
	Other Direct Costs									\$181,400.00
	Mileage/Parking									\$ 1,600.00
	Statistically Valid Survey									\$ 50,000.00
	CBO Compensation									\$ 90,000.00
	Outreach materials, refreshments, and incentive prizes									\$ 1,200.00
	Digital engaement tools									\$ 7,000.00
	Printing									\$ 1,600.00
	Video Production & Advertising									\$ 30,000.00
	TOTAL COST:									\$ 340,261.10

ITEM 7B

Coachella Valley Association of Governments
Transportation Committee
November 4, 2024



STAFF REPORT

Subject: Anticipated Community Project Funding (Earmarks)

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

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

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

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

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

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

Although the funding requests submitted by CVAG have been approved by the House Appropriations Committee, there are additional steps in funding approval process that must occur before the funding is secured. These include approval by the House, which is anticipated to vote on the Transportation, Housing and Urban Development appropriations at some point after the

election. Once approved by the House, the Senate will have to approve as well. If there are any funding conflicts or constraints, it is possible that the appropriations bill goes to conference committee to resolve any issues.

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

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

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

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

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

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

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

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

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

ITEM 7C

**Coachella Valley Association of Governments
Transportation Committee
November 4, 2024**



STAFF REPORT

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

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

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

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

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

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

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

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

The project is now ready to move to the next phase, and the City of Indio has submitted a request for regional funding for right-of-way (ROW) acquisition. CVAG staff is recommending Amendment No. 4 for the project. The recommended action would also allow the Executive Director and/or Legal Counsel to make clarifying changes prior to the amendment's execution.

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

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

Attachments:

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

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

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

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

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

Signatures on following page.

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

ATTEST:

CITY OF INDIO

By: _____
Bryan Montgomery, City Manager

By: _____
Lupe Ramos Amith, Mayor

ATTEST:

COUNTY OF RIVERSIDE

By: _____
Clerk

By: _____
Chuck Washington, Chair

ATTEST:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Ted Weill, Chair

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

See following pages.

DRAFT

October 11, 2024

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

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

Dear Mr. Hoy,

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

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

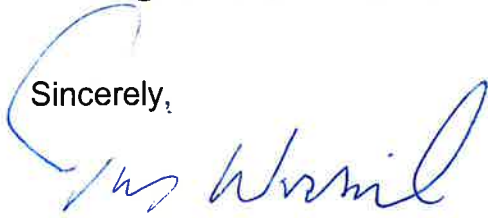
Total Right of Way Estimate	\$ 6,500,000.00
CVAG Share (75%)	\$ 4,875,000.00
City Share (25%)	\$ 1,625,000.00
Current CVAG Share (per Amendment 3)	\$ 7,025,000.00
Revised CVAG Share	\$ 11,900,000.00

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

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

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

Sincerely,



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



ITEM 7D

**Coachella Valley Association of Governments
Transportation Committee
November 4, 2024**



STAFF REPORT

Subject: Improvements to intersection of Avenue 50 and Jackson Street

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

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

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

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

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

The proposed intersection project will effectively complete two of these highly ranked TPPS projects and improve the intersection to its final design, eliminating stop signs and adding traffic signals and solve drainage issues. The northwest corner of this intersection is the only corner that currently has curb, gutter and sidewalk. The intersection floods during storm events and, with no full infrastructure in place, pedestrian and bicyclists have difficulty crossing safely. In addition,

when the intersection is flooded, traffic crosses slowly, further delaying traffic flows. The proposed regional improvements will provide for safer and efficient operations of the intersection.

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

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

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

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

Riverside County is a partner on this project and fully supports the City of Indio as the lead agency. The County has entered into a separate cooperative agreement with the City for the work. CVAG staff is recommending approval of Amendment No. 2. With this authorization, the CVAG Executive Director and/or Legal Counsel would be authorized to make clarifying changes prior to execution.

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

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

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

Attachments:

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

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

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

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

Summary for CVAG’s 75% Regional Share:

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

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

ATTEST

CITY OF INDIO

By: _____
Bryan Montgomery
City Manager

By: _____
Lupe Ramos Amith
Mayor

ATTEST

CVAG

By: _____
Tom Kirk
Executive Director

By: _____
Ted Weill
CVAG Chair



take center stage

September 30, 2024

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

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

Dear Mr. Hoy,

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

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

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

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

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

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

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

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

Sincerely,



Timothy T. Wassil, PE
Director of Public Works

Attached:

- Revised Project Budget





take center stage

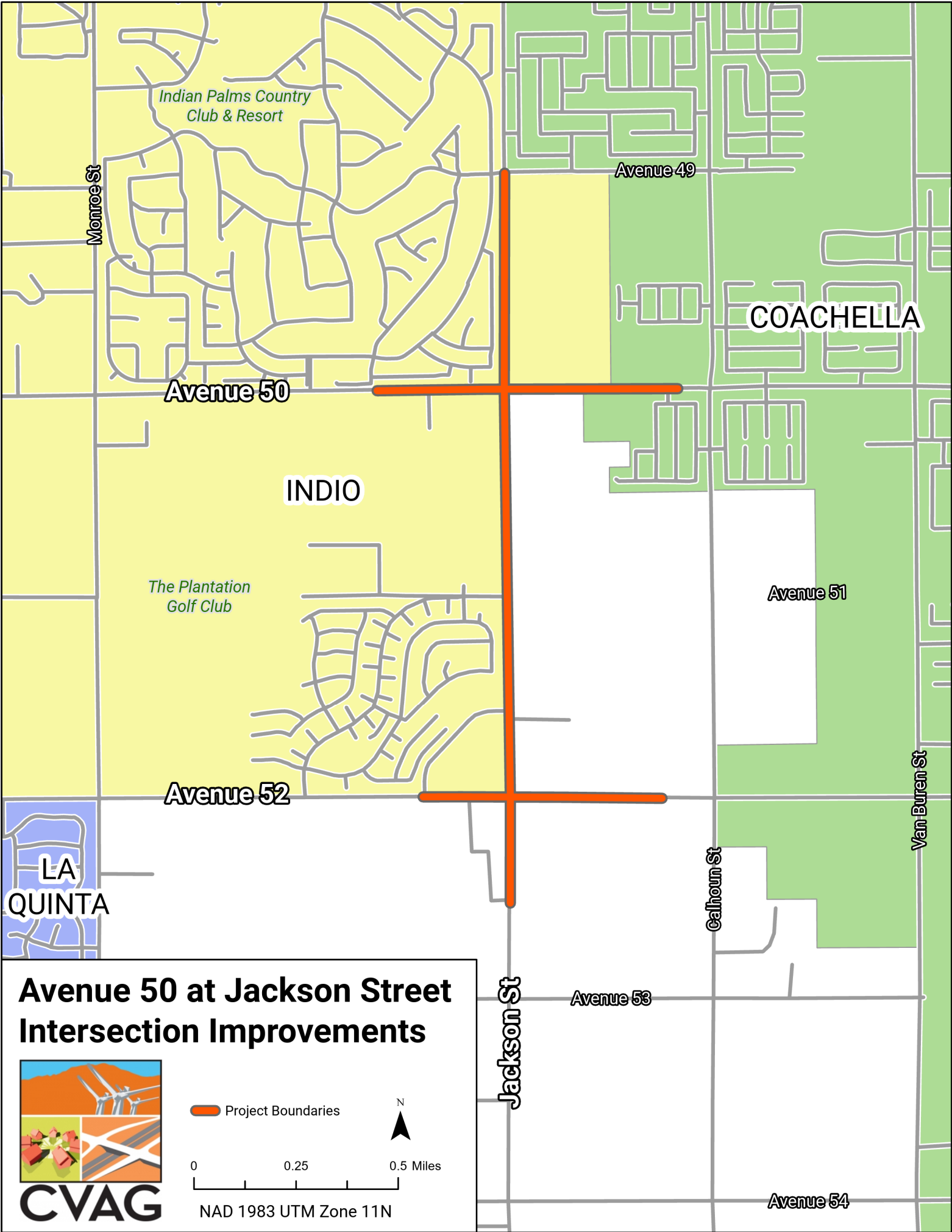
September 30, 2024

Jackson Street between Avenue 50 and Avenue 52 Intersection and Road Improvements Project.

Revised Project Budget:

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






Avenue 50 at Jackson Street Intersection Improvements



CVAG

 Project Boundaries

N



0 0.25 0.5 Miles

NAD 1983 UTM Zone 11N

ITEM 7E

Coachella Valley Association of Governments
Transportation Committee
November 4, 2024



STAFF REPORT

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

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

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

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

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

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

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

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

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

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

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

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

Attachments:

1. City of Indio request letter
2. Draft Amendment No. 2



take center stage

October 4, 2024

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

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

Dear Mr. Hoy,

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

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

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

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

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

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

Sincerely,

Timothy T. Wassil

Timothy T. Wassil, PE
Director of Public Works

Attached:

- Revised Project Budget

CVAG Share 75%
 CV Link Share 100%

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

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

Fed Share
Budget

88.53%

Contracts

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

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

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

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

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

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

Fed Share
Budget

88.53%

Acquisitions

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

Relocations

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

Permits

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

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

Fed Share
Budget

88.53%

Contracts

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

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

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

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

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

*Capped at Max Share

Fed Share
Budget

88.53%

Contracts

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

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

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

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

This **AMENDMENT NUMBER TWO** is made and entered into this **2nd day of December 2024**, by and between the **City of Indio (Agency)**, and the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement for Avenue 44 Bridge Project.

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

Summary for CVAG's 75% Regional Share:

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

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

ATTEST:

CITY OF INDIO

By: _____

Sabdi Sanchez, City Clerk

By: _____

Lupe Ramos Amith, Mayor

APPROVED AS TO FORM:

By: _____

Roxanne M. Diaz, City Attorney

ATTEST:

CVAG

By: _____

Tom Kirk, Executive Director

By: _____

Ted Weill, Chair

ITEM 7F

**Coachella Valley Association of Governments
Executive Committee
November 4, 2024**



STAFF REPORT

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

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

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

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

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

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

Alta and its subconsultants are supporting CVAG through construction. This work includes responding to requests for information, attending construction coordination meetings and making necessary plan revisions as required for permitting. In addition to the construction support on CV Link, CVAG has asked Alta to assist with plan development for the City of Coachella's Avenue 52 Connector project, which is funded by the Clean California grant secured by CVAG in 2022. Under this amendment, Alta will continue to provide construction support work through the end of the fiscal year.

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

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

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

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

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

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

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

Summary

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

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

ALTA PLANNING + DESIGN

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Mike Rose, Vice President

Exhibit A. Scope of Work

Introduction and Understanding

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

Alta offers the following scope of work:

1. Complete HWY 111 Permitting

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

Estimated Fee \$25,000

2. Construction Administration

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

Segment 1 Support Estimate: \$30,000

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

Segment 6 Support Estimate: \$65,000

Other Tasks Support Estimate: \$50,000

Total Estimated Fee: \$210,000

3. Continued UPRR work for the undercrossing in Indio

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

Estimated Fee: \$10,000

4. City of Coachella Connector

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

Estimated Fee: \$50,000

**Exhibit B.
Price Formula**

Estimated Fee

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

DRAFT

**Exhibit C.
Schedule**

Estimated Schedule

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

Task

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

Expected Completion Dates

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

DRAFT

ITEM 8a

Coachella Valley Association of Governments
Transportation Committee
November 4, 2024



STAFF REPORT

Subject: Status of I-10 & SR 86 Interchange Projects

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

Recommendation: Information

Background: Attached is the status for Interstate 10 and State Route 86 interchange projects as of October 2024:

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

Monroe @ I-10: Final environmental document approved by Caltrans & PS&E phase is ongoing. 100% plans are being prepared for submittal to Caltrans. Construction cost estimate has been updated after addition of cycle track/ low-speed electric vehicle (LSEV) path and enhanced connection to CV-Link. Right-of-way (ROW) acquisition is underway. Right-of-way (ROW) acquisition in underway. Environmental permitting has begun and funding status is detailed in a separate staff report. Construction to begin in fall 2025.

Jackson @ I-10: Environmental document was approved in September 2021. CVAG approved funding for PS&E. PS&E phase started in May 2022 and work is ongoing. 65% plans have been reviewed and 95% plans are in development. ROW acquisition is now underway.

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

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

Dillon Road @ I-10 @ SR 86: PA&ED complete. PS&E underway. Twenty-Nine Palms Tribe of Mission Indians to become Lead Agency for project.

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

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

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

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

ITEM 8b

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Arterial Program - Project Status Report
10/30/2024



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

Arterial Links								
Avenue 48 (Van Buren St to Dillon Rd)	COR						Construction	Construction completed pending minor punch list items.
Avenue 50 (Calhoun St to Harrison St)	COA						Construction	PS&E & ROW underway.
Avenue 50 (Jefferson St to Jackson St)	Indio						PS&E	Under design and environmental phase.
Date Palm Drive (I-10 to Varner Rd)	CC						PS&E	Phase II is completed. The final design for Phase III is underway.
Jackson Street (Ave 49 to Ave 52)	Indio						PS&E/CON	Phase I (widening CON) began in August 2024. Phase II (undergrounding, signals, sidewalk CON) expected late 2025. Additional funding requested as part of a separate agenda item.
Jefferson Street (Ave 38 to Sun City Blvd)	Indio						Environmental	Design and environmental phase underway. Additional funding requested as part of a separate agenda item to complete PA&ED.
Madison Street (Highway 111 to Ave 48)	Indio						Complete	Complete, pending release of retention.

Bridges								
Airport Boulevard Bridge	COR						Construction	CVAG Executive Committee approved funding from design to construction. Caltrans approved Type Selection. PS&E underway.
Avenue 44 Bridge over WWR	Indio						Construction	Enviro cleared. ROW cleared. Under construction.
Avenue 50 Bridge over WWR	COA						ROW	PS&E & ROW underway.
Avenue 50 Bridge over LQEC	LQ						Construction	Design kick-off meeting was held on May 13th. Project is in PEng phase.
Avenue 66 Grade Separation over UPRR	COR						Complete	Caltrans closing out.
Cathedral Canyon Drive Bridge	CC						Complete	Project Complete
Dillon Road over WWR	COA						Environmental	CEQA and NEPA complete. State clarification required for eligibility of HBP funds for PS&E and CON.
Dune Palms Road Bridge over WWR	LQ						Construction	Project under construction. Second half deck poured on July 29th. Expected completion by January 2025. Additional funding requested as part of a separate agenda item.
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						ROW	Final design submitted to RCFC&WCD for approval. Pending RCFC&WCD permit for ROW Certification
Indian Canyon Drive (Garnet Incl. RR Crossing)	PS						Construction	Project in construction.
Ramon Road Bridge	PS						ROW	ROW ongoing and plans being updated to latest Caltrans Standards
South Palm Canyon Drive Bridge over Tahquitz Creek	PS						PS&E	Project in construction.
Vista Chino Bridge over WWR	PS						PEng	Project is in PEng phase. Extensive negotiations with SCE for utility relocation.

Interchange Preparation Fund Projects								
Da Vall Drive @ I-10	CC						PSR	PSR-PDS approved by Caltrans.
Dillon Road @ I-10 & SR86	COA						PSR	PSR and PA&ED complete. Additional funding requested as part of separate agenda item to close out PA&ED contract and close out project with City of Coachella. Twenty Nine Palms Tribe of Mission Indians will become lead agency.
Golf Center Parkway @ I-10	Indio						PSR	PSR on hold.

Regional Projects								
CV Sync - Phase I	CVAG						Construction	Executive Committee authorized CVAG to file the Notice of Completion June 2023.
CV Sync - Phase II	CVAG						Construction	Project 65% complete.
CV Sync - Phase III & I-10 Bypass Study	CVAG						PEng/ENV	In progress. Draft Feasibility Study Report and CV Sync preliminary plans due in December 2024.
Flooding and Blowsand - Indian Canyon Drive	CVAG						PEng/ENV	CVWD completed review and design engineers addressing comments for hydrology reports and models.
Flooding and Blowsand - Varner Road	CVAG						PEng/ENV	Cathedral City, County and CVAG staff provided comments on the traffic and hydrology studies. Consultant finalizing studies.
Flooding and Blowsand - Access Study	CVAG						PEng/ENV	Final Report is anticipated this fall.
Broadband Strategic Plan	CVAG							Market Assessment and Needs Assessment are complete. Gap Analysis is nearing completion and High Level Design will commence in Q4 2024.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert, PS-Palm Springs; CC-Cathedral City; COA-Coachella LQ-La Quinta;
Other Acronyms: 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
 10/30/2024



Bike & Pedestrian Safety Projects Project Description	Lead Agency	CVAG Funded			Status
		Design	CON	Through	
Avenue 48 Bicycle Lanes	Indio			Construction	Project completed.
Calhoun Street Improvements	Indio			Construction	Project completed.
Date Palm Sidewalk Gaps	CC			Construction	Project completed.
Dinah Shore Mid-Block Crossing	CC			Construction	Project completed.
Indian Canyon Intersection Pedestrian Enhancements	PS			Construction	Project completed.
Palm Canyon Crosswalks	PS			Construction	Project completed.
Palm Canyon Intersection Pedestrian Enhancements	PS			Construction	Project completed.
Palm Drive Signals and Lighting	DHS			Construction	Project completed.
S. Palm Canyon, E. Palm Canyon Improvements	PS			Construction	Project completed.
Vista Chino Signals	PS			Construction	Project completed.

Project Description	Lead Agency	Grant Funded			Status
		App	Design	CON	
CV Link	CVAG				Substantial completion anticipated by end of 2024 with project total completion in June 2025.
ATP - Arts & Music Line	CVAG				NEPA approved in May 2024. ROW acquisition underway. Design nearing 100% complete except for La Quinta Evacuation Channel connection, which is delayed with CVWD. Construction award anticipated in late 2025.
ATP - Cathedral City Downtown Connectors	CC				Contract issued for construction. Restriping bike lanes on E. Palm Canyon completed.
ATP - DHS CV Link Extension	DHS				Design 90% complete.

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

ITEM 8d

FY 2024/2025 TRANSPORTATION COMMITTEE ATTENDANCE ROSTER



CVAG JURISDICTION	JUL	AUG	SEPT	OCT*	NOV	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 ✓
- Special Meeting *

ITEM 8e

**Coachella Valley Association of Governments
Transportation Committee
November 4, 2024**



STAFF REPORT

Subject: Developing Criteria for the 2025 Update of the Transportation Project Prioritization Study (TPPS)

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

Recommendation: Information

Background: On October 21, 2024, the Transportation Committee conducted a comparative analysis exercise to prioritize criteria that is being considered for the 2025 update of the Transportation Project Prioritization Study (TPPS), which serves as the guiding document to regional transportation investments. The TPPS ranks the regional arterial projects in the Coachella Valley based on a system of criteria adopted by CVAG's Transportation and Executive Committees. The accompanying Regional Arterial Cost Estimate (RACE) provides a cost estimate, in current dollars, of the segmented improvement projects. Once adopted, the TPPS, RACE and the Regional Active Transportation Plan (ATP) serve as the basis for the Transportation Uniform Mitigation Fee (TUMF) Nexus Study. CVAG and its member agencies generally focus their efforts on the transportation projects ranked in the top 10 percent of the TPPS ranking, although factors such as the availability of state and federal funding also may determine how projects move forward for CVAG's consideration.

CVAG typically updates the TPPS and RACE every five years. The last update was completed in 2016. Amid the significant disruptions associated with the COVID-19 pandemic, the 2020 TPPS update was postponed.

Now that regional traffic patterns have returned to pre-COVID levels, data can be collected and used to analyze the regional transportation network. Additionally, with Riverside County Transportation Commission's adoption of the 2024 Traffic Relief Plan (TRP), there are new projects that should be considered for inclusion in the TPPS, such as CV Rail, managed lanes along Interstate 10, transit priority systems, and regional pavement management. The October meeting of the Transportation Committee will effectively launch the process of updating the TPPS, with the process anticipated to run through 2025.

The October workshop provided an opportunity to review the four TPPS criteria that have been used for three decades to "prioritize" investments – Pavement Condition; System Continuity (Gaps); Congestion (Level of Service); and Accident Rates. The Committee also analyzed as eight new criteria that staff identified based on members' previous feedback and state and federal funding opportunities: Encourage Infill Development; Improve Climate & Disaster Resiliency; Improve Access In & Out of the Coachella Valley; Add Pedestrian & Bicycle Routes; Improve

Aesthetics; Improve Access In & Out of Events; Build Infrastructure in Disadvantaged Communities; and Improve Mobility for Disadvantaged People.

On October 21, 2024, the Transportation Committee spent time on each of the 12 criteria. During the comparative analysis, committee members assessed each criterion in pairs (Figure 1), selecting and weighing the criteria based on their importance. Throughout this exercise, more than 60 combinations of criteria were compared and assessed. The Committee reviewed each selection openly and collectively made their decision.



Figure 1-Comparative Analysis example.

The resulting criteria ranking and the detailed scoring are provided as attachments below.

TPPS Update Next Steps

This prioritized list of criteria is being distributed to the member jurisdictions' staff for their review and feedback. CVAG staff will collaborate with agencies to refine each criterion and assess potential impacts on CVAG's project prioritization process. Based on the additional feedback, staff will return to the Transportation Committee with recommendations for both TPPS criteria and related policy changes.

Once approved by the committee, the prioritization criteria will be used to generate a project evaluation methodology consistent with the goals of the committee. The prioritization criteria will also help staff identify the necessary data needed for this assessment. Staff will utilize data available from the CV Sync network of traffic signals and "big data" sources to capture data such as traffic counts and turning movements throughout CVAG's regional transportation network. Other necessary data will be collected using vendors or subcontractors as required.

Updating the TPPS is the critical first step in establishing an infrastructure funding strategy for the planning and construction of regional transportation infrastructure throughout the Coachella Valley. Once the TPPS update is complete, staff will proceed with updating the associated RACE, ATP and TUMF nexus study. Once the TPPS and RACE are updated, outside funding sources are accounted for, the RACE estimate is adjusted, and then the TUMF nexus study can be prepared to allocate project costs attributed to new development.

Fiscal Analysis: There is no additional cost to CVAG at this time. Using the recommended criteria and finalized evaluation methodologies, a request for proposal (RFP) will be prepared to secure qualified consultants to assist with the 2025 TPPS Update. CVAG staff will engage with member agencies to coordinate this process and will return to the Transportation Committee and the Executive Committee for further consideration and approval.

Attachments:

CRITERIA	Score	Rank
Build Infrastructure in Disadvantaged Communities	24	1
Improve Climate & Disaster Resiliency	20	2
Fill System Gaps	16	3
Add Pedestrian & Bicycle Routes	16	3
Improve Mobility for Disadvantaged People	14	5
Reduce Congestion	10	6
Reduce Accidents	10	6
Improve Pavement Condition	9	8
Improve Access In & Out of the Coachella Valley	9	8
Improve Access In & Out of Events	3	10
Reduce VMT / Encourage Infill Development	2	11
Improve Aesthetics	0	12

Figure 2-Final Ranked Criteria

CRITERIA	Improve Pavement Condition		Fill System Gaps		Reduce Congestion		Reduce Accidents		Reduce VMT / Encourage Infill Development		Improve Climate & Disaster Resiliency		Improve Access In & Out of the Coachella Valley		Add Pedestrian & Bicycle Routes		Improve Aesthetics		Improve Access In & Out of Events		Build Infrastructure in Disadvantaged Communities		Improve Mobility for Disadvantaged People		SUM	Rank		
	A	B	A	C	A	D	A	E	A	F	A	G	A	H	A	I	A	J	A	K	A	L	A	M			N	O
Improve Pavement Condition	A	B	A	C	A	D	A	E	A	F	A	G	A	H	A	I	A	J	A	K	A	L	A	M	9	8		
Fill System Gaps			B	C	B	D	B	E	B	F	B	G	B	H	B	I	B	J	B	K	B	L	B	M	16	3		
Reduce Congestion				C	C	D	C	E	C	F	C	G	C	H	C	I	C	J	C	K	C	L	C	M	10	6		
Reduce Accidents					D	E	D	F	D	G	D	H	D	I	D	J	D	K	D	L	D	M	D	N	10	6		
Reduce VMT / Encourage Infill Development							E	F	E	G	E	H	E	I	E	J	E	K	E	L	E	M	E	N	2	11		
Improve Climate & Disaster Resiliency								F	G	F	H	F	I	F	J	F	K	F	L	F	M	F	N	F	O	20	2	
Improve Access In & Out of the Coachella Valley										G	H	G	I	G	J	G	K	G	L	G	M	G	N	G	O	9	8	
Add Pedestrian & Bicycle Routes													H	I	H	J	H	K	H	L	H	M	H	N	H	O	16	3
Improve Aesthetics															I	J	I	K	I	L	I	M	I	N	I	O	0	12
Improve Access In & Out of Events																	J	K	J	L	J	M	J	N	J	O	3	10
Build Infrastructure in Disadvantaged Communities																								K	L	24	1	
Improve Mobility for Disadvantaged People																										14	5	

Figure 3-Criteria Matrix