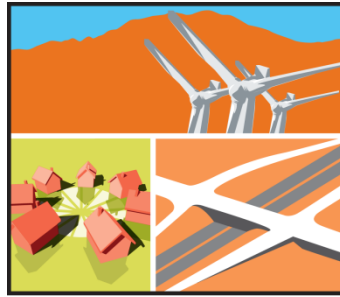


**EXECUTIVE COMMITTEE MEMBERS WILL RECEIVE A UNIQUE PANELIST LINK BY EMAIL.
PLEASE USE THIS LINK TO PARTICIPATE IN THIS MEETING.**



CVAG

EXECUTIVE COMMITTEE AGENDA

**MONDAY, SEPTEMBER 27, 2021
4:30 P.M.**

Pursuant to Governor Newsom's Executive Order N-29-20 (March 18, 2020), the Executive Committee meeting will only be conducted via video/teleconferencing.

INSTRUCTIONS FOR PUBLIC PARTICIPATION

Members of the public may use the following link:

<https://us02web.zoom.us/j/81767868606?pwd=cDVHaXJJQ1AvczVnWW4xcUFub3c1UT09>

Password: 913202

One Tap Mobile: +16699009128,,81767868606#

Dial In: +1 669 900 9128

Webinar ID: 817 6786 8606

Password: 913202

***This will provide listening access and ability to address the
Executive Committee when called upon.***

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

Public Comment is encouraged to be emailed to the Executive Committee prior to the Meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud should be no more than 300 characters.

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

| | | |
|----|--|-----------|
| 1. | <u>CALL TO ORDER</u> – Chair Christy Holstege, Mayor, City of Palm Springs | |
| 2. | <u>ROLL CALL</u> | |
| A. | Member Roster | 5 |
| 3. | <u>PLEDGE OF ALLEGIANCE</u> | |
| 4. | <u>PUBLIC COMMENTS ON AGENDA ITEMS</u> | |
| | This is the time and place for members of the public to address the Executive Committee on agenda items. At the discretion of the Chair, comments may be taken at the time items are presented. Please limit comments to three (3) minutes. | |
| 5. | <u>CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS</u> | |
| 6. | <u>CONSENT CALENDAR</u> | |
| A. | Approve the June 28, 2021 Executive Committee Meeting Minutes | 6 |
| B. | Authorize the Chair and/or the Executive Director to advocate for Brown Act changes to allow regional agencies to continue utilizing virtual meetings and follow the guidelines of AB 361 for the continued use of virtual meetings as a measure of social distancing to prevent the spread of COVID-19 | 18 |
| C. | Authorize the updating of the signature cards and signatories for CVAG investments and banking | 25 |
| D. | Approve Resolution No. 21-006 authorizing the use of Department of Justice fingerprinting for employment in the CV Housing First program | 26 |
| E. | Approve Resolution 21-007 to establish certain CVAG officers and staff as Local Agency Investment Fund signatories with the California State Treasurer | 28 |
| F. | Approve Resolution No. 21-008 and CVAG Policy No. 21-06, updating the Records Retention Schedule | 30 |
| G. | Authorize the Executive Director to take necessary actions to execute an agreement for the Regional PM10 Street Sweeping Efficiency and Effectiveness Study with ECORP Consulting, Inc. for a total not-to-exceed amount of \$28,511, including a 10 percent contingency | 44 |
| H. | Authorize the Executive Director to execute a no-cost contract amendment for Advantec Consulting Engineers' CV Sync Phase I Engineering Services Contract to extend work to January 1, 2023 | 70 |

| | | |
|-----|---|-----|
| I. | Authorize the Executive Director to execute no-cost contract extensions for both Albert A. Webb Associates and KOA for the design and engineering of regional Active Transportation Plan (ATP) projects, extending the terms until December 31, 2022 | 73 |
| J. | Adopt clarifying amendments to CVAG Policy No. 13-03 and the Policies and Procedures Manual, reflecting policy updates from the Coachella Valley Conservation Commission as part of the required measures to obtain full funding eligibility under CVAG’s Regional Arterial Program | 77 |
| K. | Authorize the Executive Director to execute a no-cost contract amendment with Southern California Mountains Foundation to extend the regional Tire Amnesty program through September 29, 2022 | 83 |
| L. | Authorize the Executive Director to execute an agreement with Dividend Financial to implement their Property Assessed Clean Energy (PACE) program in the Coachella Valley with CVAG oversight | 85 |
| M. | Authorize the Executive Director to execute a cooperative cost sharing agreement with Western Riverside Council of Governments and San Bernardino Council of Governments to finalize approval of a Regional Energy Network by the California Public Utilities Commission, with CVAG’s share of costs not to exceed \$15,000 | 110 |
| 6.1 | <u>ITEM(S) HELD OVER FROM CONSENT CALENDAR</u> | |
| 7. | <u>DISCUSSION / ACTION</u> | |
| A. | CV Housing First: Where we are and where we are going – Erica Felci | 122 |
| | <u>Recommendation:</u> Authorize the Executive Director to continue taking the necessary steps to operate the CV Housing First Program by CVAG staff, including regular reporting of program metrics | |
| B. | Operations Hub for CV Housing First – Erica Felci | 126 |
| | <u>Recommendation:</u> Authorize the Executive Director to negotiate and execute a lease with the County of Riverside, or other entities as necessary, to establish a CV Housing First operations hub at a County- or City-owned facility | |
| C. | Designation of 2022 State Transportation Improvement Program (STIP) Funds – Jonathan Hoy | 129 |
| | <u>Recommendation:</u> Authorize that the Executive Director recommend to the Riverside County Transportation Commission that it designate an estimated \$7.55 million in available 2022 State Transportation Improvement Program (STIP) funding to the Interstate 10/Monroe Street Interchange Project | |
| D. | Positioning the Coachella Valley for Broadband – Jonathan Hoy | 131 |
| | <u>Recommendation:</u> Authorize the Executive Director to execute Amendment No. 2 to Advantec Consulting Engineer’s Environmental and Engineering Services Phase II | |

Contract, including design of redundant fiber optic cable in CVAG's CV Sync project, for a not-to-exceed total of \$1,097,532, including contingency; and authorize the Executive Director and/or legal counsel to make clarifying changes/revisions prior to execution

E. Federal and State Advocacy Services – Emmanuel Martinez 184

Recommendation: Authorize the Executive Director to retain federal and state lobbying services in an amount not to exceed \$100,000, for a time period up to six months, and to take the necessary steps to identify the long-term services needed to ensure the region is maximizing funding opportunities and receiving its fair share

8. INFORMATION

- a) **Status of I-10 Interchange Projects 187**
- b) **CVAG Regional Arterial Program - Project Status Report 188**
- c) **Bicycle/Pedestrian Safety Program - Project Status Report 189**
- d) **Executive Committee Attendance Roster 190**
- e) **Update on the East Valley Electricity Task Force and related actions 191**
- f) **Update on Property Assessed Clean Energy (PACE) program 193**
- g) **Letter Advocating for Salton Sea Funding 194**
- h) **Alan Seman Bus Pass Program – Report for FY 2020/2021 197**
- i) **Performance Assessment and Gaps Analysis of Riverside County's homeless services 201**

9. LEGISLATIVE ITEMS

10. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

11. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, December 6, 2021, at 4:30 p.m. either via Zoom webinar or in-person pending the State's guidance and finalization of logistics.

12. ADJOURNMENT

ITEM 2A

EXECUTIVE COMMITTEE

2021-2022 ROSTER



| Jurisdiction | Members |
|---|--|
| City of Indio, Past Chair | Glenn Miller Councilmember |
| Twenty-Nine Palms Band of Mission Indians | Darrell Mike Tribal Chair |
| Torres Martinez Desert Cahuilla Indians | Joseph Mirelez Tribal Vice Chair |
| Cabazon Band of Mission Indians | Brenda Soulliere Tribal Member |
| Agua Caliente Band of Cahuilla Indians | Jeff Grubbe Tribal Chair |
| City of Indian Wells | Richard Balocco Mayor |
| City of Cathedral City | Raymond Gregory Mayor |
| City of Palm Desert | Kathleen Kelly Mayor |
| City of La Quinta | Linda Evans Mayor |
| City of Blythe | Joseph DeConinck Vice Mayor |
| County of Riverside | Kevin Jeffries , 1st District Supervisor Karen Spiegel , 2 nd District Supervisor Chuck Washington , 3 rd District Supervisor V. Manuel Perez , 4 th District Supervisor Jeff Hewitt , 5 th District Supervisor |
| City of Rancho Mirage | Ted Weill Mayor |
| City of Desert Hot Springs | Scott Matas Mayor |
| City of Coachella, Vice Chair | Steven Hernandez Mayor |
| City of Palm Springs, Chair | Christy Holstege Mayor |

ITEM 6A

**EXECUTIVE COMMITTEE
MINUTES OF MEETING
JUNE 28, 2021**



The audio file for this committee meeting can be found at: <http://www.cvag.org/audio.htm>
Any handouts distributed during the meeting will placed in the meeting file.

1. CALL TO ORDER

The Executive Committee meeting was called to order by CVAG Executive Assistant/Clerk Joanna Stueckle on behalf of Chair Glenn Miller, Councilmember, City of Indio, at 4:00 p.m. via a Zoom webinar, which was pursuant to Gov. Newsom's executive order governing how meetings are held during the COVID-19 pandemic.

2. CLOSED SESSION

A. Public Comment for Closed Session Items Only:

There were no public comments for closed session.

B. Closed Session

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: Assessor Parcel Number 501-190-002

CVAG Negotiator: Tom Kirk, Executive Director

Negotiating Party: Palm Springs Country Club, LLC (Eric Taylor)

Under Negotiation: Price and Terms of Payment for acquisition of easements for CV Link

Pursuant to the provisions of Government Code Section 54956.9 (a), the Executive Committee finds, based on advice from legal counsel, that discussion in open session will prejudice the position of CVAG in the litigation.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) with regard to two (2) potential cases.

3. RECONVENE TO REGULAR SESSION & ROLL CALL – 4:30 p.m.

A. Report on Action from Closed Session

Michael Jenkins, CVAG Legal Counsel, indicated there was no reportable action taken during the closed session.

B. Pledge of Allegiance

Desert Hot Springs Mayor Scott Matas led the Executive Committee in the Pledge of Allegiance

C. Member Roster

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

MEMBERS PRESENT

Mayor Dale Reynolds
Mayor Raymond Gregory
Mayor Steven Hernandez
Mayor Scott Matas
Mayor Pro Tem Dana Reed
Councilmember Glenn Miller
Mayor Linda Evans
Mayor Kathleen Kelly
Mayor Christy Holstege
Mayor Ted Weill
CEO Jeff Van Wagenen
Supervisor Karen Spiegel
Transportation Director Mark Lancaster
Supervisor V. Manuel Perez
Supervisor Jeff Hewitt
Tribal Chair Jeff Grubbe
Tribal Member Brenda Soulliere
Tribal Vice Chair Joseph Mirelez

AGENCY

City of Blythe
City of Cathedral City
City of Coachella
City of Desert Hot Springs (*left at Item 7*)
City of Indian Wells
City of Indio
City of La Quinta
City of Palm Desert
City of Palm Springs
City of Rancho Mirage (*Arrived during 6A*)
County of Riverside 1st District Representative
County of Riverside 2nd District
County of Riverside 3rd District Representative
County of Riverside 4th District
County of Riverside 5th District
Agua Caliente Band of Cahuilla Indians
Cabazon Band of Mission Indians
Torres Martinez Desert Cahuilla Indians

OTHERS PRESENT

Ollie Beyal
Pat Cooper
Martin Magaña
Kendall MacVey
Gabriel Martin
Mike McDonough
Jon McMillen
Bryan Montgomery
Councilmember Roger Nuñez
Antonio Ortega
Margaret Park
Luke Rainey
Greg Rodriguez

AGENCY

BIA
County of Riverside
CVAG Consultant
Best, Best & Krieger
City of Coachella
CVAG Consultant
City of La Quinta
City of Indio
City of Desert Hot Springs

Agua Caliente Band of Cahuilla Indians
City of Desert Hot Springs
County of Riverside

Erin Sasse
Paul Slama
Heather Vaikona
Michael Wallenstein

League of California Cities
Cabazon Band of Mission Indians
Lift to Rise
Wolf Wallenstein, PC

STAFF PRESENT

Tom Kirk
Katie Barrows
Claude Kilgore
Jon Hoy
Erica Felci
Emmanuel Martinez
Eric Cowle
Tom Cox
Peter Satin
Val Galeana
Kathleen Brundige
Joanna Stueckle
Mike Gladish
Oscar Vizcarra
Beverly Newton
Trisha Stull
Michael Jenkins

CVAG Legal Counsel

4. PUBLIC COMMENTS ON AGENDA ITEMS

One email was received from Michael Wallenstein, Wolf Wallenstein, PC. It was noted that Mr. Wallenstein intended to give testimony during the public hearing.

5. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Chair Miller gave brief remarks about his term as CVAG Chair and the work that had been accomplished during the year. Tom Kirk indicated he would make his comments at the General Assembly meeting, which was being held later in the evening.

6. PUBLIC HEARING

A. Resolutions of Necessity to Initiate Eminent Domain Proceedings on Two Properties (Assessor Parcel Numbers 677-030-023 & 610-030-016) Related to CV Link – Martin Magaña

Chairman Miller opened the public hearing at 4:36 p.m.

1) Receive the Staff Report

Legal Counsel Kendall MacVey reported on the findings and Resolutions of Necessity, stating there would be two resolutions of necessity – voted on separately – but that the four findings are the same. These findings related to the public interest, the public good, the property was necessary for the public good and that an offer was made.

Mr. MacVey indicated that an allottee offer was made and that the owners agreed, adding that CVAG was waiting for the grant right of way. In relation to the Union Pacific Railroad Company (UPRR) under crossing, CVAG had been working for three years with UPRR engineering and have been unable to negotiate with UPRR until engineering plans were approved. Mr. MacVey stated that the properties contained no structures, and the interest was related to easements.

Mr. MacVey concluded by outlining California Eminent Domain law related to the timing a public entity may commence eminent domain proceedings. The government body needed to have adopted Resolutions of Necessity, after the governing body gave each party with an interest in the affected property or the representatives, a reasonable opportunity to appear and be heard.

Ms. Stueckle, Clerk of the Executive Committee, reported that CVAG had the proof of mailing of the hearing notice.

Martin Magaña presented the staff report indicating that CVAG had submitted canopy plans to UPRR, which responded with a hydrology concern. Additional information will be submitted this week. CVAG has independent utility at the south side of the bridge but not the north side, which prevents the alternate overpass from being an option. Further, Mr. Magaña reported the overpass was not considered as part of the environmental impact report, and there would be issues with overhead utility lines, clearance, and visual impacts. These factors, coupled with the expenses, determined the overpass was not feasible for CVAG and the underpass design is the ideal option. Mr. Magaña indicated that in August 2018, CVAG submitted plans to UPRR regarding the concept of the easement. Further submissions were made in March 2019, April 2019, May 2020, October 2020, and March 2021. Mr. Magaña concluded by reporting CVAG had submitted information six times, in three years, and without approval.

2) Open Public Hearing and Receive Testimony/Public Comments

Michael Wallenstein, representing UPRR, submitted a written statement on behalf of the company. Mr. Wallenstein stated that UPRR objected to the project on two grounds: 1) UPRR does not believe that project is located in a manner that is most compatible with the greatest public good and the least private injury; and 2) UPRR does not believe the underpass is necessary for the proposed project. Further, Mr. Wallenstein stated UPRR urged the Executive Committee to reconsider the condemnation path, continue to work with them on negotiations, and that the condemnation proceedings were premature.

Mr. Wallenstein stated that Mr. Magaña stated there has been no negotiation for three years when the first submittal was just one year ago. UPRR engineering requested a copy of plan for the canopy covering the right-of-way and a copy of the Coachella Valley Water District (CVWD) description of potential flood on the canopy more than a month ago. According to Mr. Wallenstein, UPRR had not received the requested information to date. Mr. Wallenstein added that UPRR could not and would not approve without mitigation of flood information and the hazards it may bring to the railroad and public safety and believes the underpass is not necessary for the CV Link project.

Mr. Wallenstein concluded by stating that pursuing litigation condemnation will almost certainly result in greater delays, unless CVAG follows the path of negotiation, adding

that the offer of compensation is not the main driver, but that it has to do with the engineering.

Mark Lancaster, County of Riverside, asked questions related to the project. Mr. Wallenstein responded.

Ollie Beyal spoke in relation to the allottee parcel, indicating a resolution of the property was pending.

No general public comments were made.

3) Close Public Hearing

Mr. MacVey responded to comments made by Mr. Wallenstein. Mr. MacVey indicated that the overpass project would require an addendum to the EIR and environmental documents. Responding to a reference of a "six-month period," Mr. MacVey wanted to ensure the Resolution of Necessity would be adopted with no obligation to immediately file an eminent domain action, noting that there is a six-month period under the eminent domain statute before an action must be filed. A discussion ensued among Executive Committee members and staff.

Members of the Executive Committee bifurcated the staff recommendation.

IT WAS MOVED BY MAYOR KELLY AND SECONDED BY MAYOR EVANS TO:

- 1) **ADOPT A RESOLUTION OF NECESSITY 21-002 DECLARING THE ACQUISITION OF RIGHT OF WAY EASEMENTS ON CERTAIN REAL PROPERTY, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NO. 610-030-016 IN THE CITY OF INDIO, FOR CV LINK, A MULTI-MODAL TRANSPORTATION PROJECT, WHICH COMPORT TO THE CEQA CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2013111050) AND NEPA ENVIRONMENTAL ASSESSMENT WITH FINDING OF NO SIGNIFICANT IMPACT (FPN: ATPL 6164(022)) FOR SAID PROJECT; AND**
- 2) **MAKE THE FOLLOWING FINDINGS AS HEREINAFTER DESCRIBED IN THIS REPORT:**
 - a) **THE PUBLIC INTEREST AND NECESSITY REQUIRE THE PROPOSED PROJECT;**
 - b) **THE PROJECT IS PLANNED OR LOCATED IN A MANNER THAT WILL BE MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY;**
 - c) **THE REAL PROPERTY TO BE ACQUIRED IS NECESSARY FOR THE PROJECT; AND**
 - d) **THE OFFERS OF JUST COMPENSATION HAVE BEEN MADE TO THE PROPERTY OWNERS.**

THE MOTION CARRIED UNANIMOUSLY WITH 18.

**MAYOR REYNOLDS
MAYOR GREGORY
MAYOR HERNANDEZ**

**AYE
AYE
AYE**

| | |
|--|-----|
| MAYOR MATAS | AYE |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | AYE |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | AYE |
| MAYOR WEILL | AYE |
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | AYE |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |
| TRIBAL CHAIR GRUBBE | AYE |
| TRIBAL MEMBER SOULIERE | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR GREGORY TO:

- 1) ADOPT A RESOLUTION OF NECESSITY 21-001 DECLARING THE ACQUISITION OF RIGHT OF WAY EASEMENTS ON CERTAIN REAL PROPERTY, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NO. 677-030-023 IN THE CITY OF PALM SPRINGS, FOR CV LINK, A MULTI-MODAL TRANSPORTATION PROJECT, WHICH COMPORT TO THE CEQA CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2013111050) AND NEPA ENVIRONMENTAL ASSESSMENT WITH FINDING OF NO SIGNIFICANT IMPACT (FPN: ATPL 6164(022)) FOR SAID PROJECT; AND
- 2) MAKE THE FOLLOWING FINDINGS AS HEREINAFTER DESCRIBED IN THIS REPORT:
 - A) THE PUBLIC INTEREST AND NECESSITY REQUIRE THE PROPOSED PROJECT;
 - B) THE PROJECT IS PLANNED OR LOCATED IN A MANNER THAT WILL BE MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY;
 - C) THE REAL PROPERTY TO BE ACQUIRED IS NECESSARY FOR THE PROJECT; AND
 - D) THE OFFERS OF JUST COMPENSATION HAVE BEEN MADE TO THE PROPERTY OWNERS.

THE MOTION CARRIED WITH 13 AYES 5 ABSTENTIONS.

| | |
|----------------------|---------|
| MAYOR REYNOLDS | AYE |
| MAYOR GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | AYE |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | AYE |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | ABSTAIN |
| MAYOR WEILL | AYE |

| | |
|--|---------|
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | ABSTAIN |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |
| TRIBAL CHAIR GRUBBE | ABSTAIN |
| TRIBAL MEMBER SOULIERE | ABSTAIN |
| TRIBAL VICE CHAIR MIRELEZ | ABSTAIN |

7. CONSENT CALENDAR

Mayor Evans pulled Item 7F from the Consent Calendar.

IT WAS MOVED BY MAYOR GREGORY AND SECONDED BY VICE CHAIR MIRELEZ TO:

- A. APPROVE THE JUNE 7, 2021 EXECUTIVE COMMITTEE MEETING MINUTES**
- B. AUTHORIZE THE CHAIRMAN TO SIGN A LETTER OF SUPPORT FOR AB 43, OUTLINING THE NEED FOR MORE LOCAL DISCRETION IN SETTING SPEED LIMITS**
- C. APPROVE AMENDMENT NO. ONE TO THE REIMBURSEMENT AGREEMENT WITH THE CITY OF COACHELLA FOR GRAPEFRUIT BOULEVARD BETWEEN LEOCO LANE AND 9TH STREET, PROVIDING FOR AN ADDITIONAL, NOT-TO-EXCEED \$77,338.83 REGIONAL FUNDS FOR TRANSPORTATION IMPROVEMENTS**
- D. ADOPT A 2.1 PERCENT INCREASE IN CVAG'S TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) RATES, EFFECTIVE SEPTEMBER 1, 2021, TO ACCOUNT FOR INFLATION**
- E. AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A NO-COST LEASE EXTENSION WITH THE CITY OF PALM SPRINGS FOR THE PALM SPRINGS BOXING CLUB FOR USE BY THE CV HOUSING FIRST PROGRAM**
- F. This item was pulled from the Consent Calendar.**
- G. AUTHORIZE THE EXECUTIVE DIRECTOR TO CREATE AN EAST VALLEY ELECTRICITY TASK FORCE, HAVE MEETINGS TO REVIEW IMPERIAL IRRIGATION DISTRICT'S COACHELLA VALLEY ENERGY COMMISSION RECOMMENDATIONS AND REPORT BACK TO THE CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE WITH NOTES AND INFORMATION ON THE COMMISSION, WITH THE UNDERSTANDING THAT IID IS FAVORABLE TO THE CVAG TASK FORCE INVOLVEMENT**
- H. AUTHORIZE THE CHAIR AND/OR THE EXECUTIVE DIRECTOR TO ADVOCATE FOR FUNDING FROM THE STATE'S BUDGET TO BE INVESTED IN A LOCALLY-CONTROLLED PROGRAM THAT FUNDS THE DEVELOPMENT OF ADDITIONAL AFFORDABLE HOUSING UNITS IN THE COACHELLA VALLEY**

THE MOTION CARRIED WITH 17 AYES AND 1 MEMBER ABSENT.

| | |
|--|--------|
| MAYOR REYNOLDS | AYE |
| MAYOR GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | ABSENT |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | AYE |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | AYE |
| MAYOR WEILL | AYE |
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | AYE |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |
| TRIBAL CHAIR GRUBBE | AYE |
| TRIBAL MEMBER SOULIERE | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

- F. Authorize the Executive Director to negotiate and execute Memorandums of Understanding with member jurisdictions to secure multi-year funding commitments for the CV Housing First program**

Mayor Evans pulled this item to vote in opposition to the multi-year aspect of the funding commitments.

IT WAS MOVED BY MAYOR GREGORY AND SECONDED BY MAYOR HOLSTEGE TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE MEMORANDUMS OF UNDERSTANDING WITH MEMBER JURISDICTIONS TO SECURE MULTI-YEAR FUNDING COMMITMENTS FOR THE CV HOUSING FIRST PROGRAM.

THE MOTION CARRIED WITH 16 AYES, 1 NO, AND 1 MEMBER ABSENT.

| | |
|--|--------|
| MAYOR REYNOLDS | AYE |
| MAYOR GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | ABSENT |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | NO |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | AYE |
| MAYOR WEILL | AYE |
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | AYE |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |

| | |
|---------------------------|-----|
| TRIBAL CHAIR GRUBBE | AYE |
| TRIBAL MEMBER SOULIERE | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

8. DISCUSSION / ACTION

A. CVAG Officer Rotation for FY 2021/2022 – Joanna Stueckle

Chair Miller sought questions or a motion. Without member discussion, a motion was made.

IT WAS MOVED BY VICE CHAIR MIRELEZ AND SECONDED BY MAYOR GREGORY TO NOMINATE THE REPRESENTATIVE FROM THE CITY OF PALM SPRINGS TO SERVE AS FY 2021/2022 CHAIR AND THE REPRESENTATIVE FROM THE CITY OF COACHELLA TO SERVE AS FY 2021/2022 VICE CHAIR.

THE MOTION CARRIED WITH 17 AYES AND 1 MEMBER ABSENT.

| | |
|--|--------|
| MAYOR REYNOLDS | AYE |
| MAYOR GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | ABSENT |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | AYE |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | AYE |
| MAYOR WEILL | AYE |
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | AYE |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |
| TRIBAL CHAIR GRUBBE | AYE |
| TRIBAL MEMBER SOULIERE | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

B. CVAG Fiscal Year 2021/2022 Budget – Claude Kilgore

Chair Miller sought questions or a motion. Without member discussion, a motion was made.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR GREGORY TO APPROVE RESOLUTION NO. 21-003 ADOPTING CVAG'S 2021/2022 FISCAL YEAR ANNUAL BUDGET, SALARY SCHEDULE, AND ALLOCATED POSITIONS.

THE MOTION CARRIED WITH 17 AYES AND 1 MEMBER ABSENT.

| | |
|-----------------|-----|
| MAYOR REYNOLDS | AYE |
| MAYOR GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |

| | |
|--|--------|
| MAYOR MATAS | ABSENT |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | AYE |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | AYE |
| MAYOR WEILL | AYE |
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | AYE |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |
| TRIBAL CHAIR GRUBBE | AYE |
| TRIBAL MEMBER SOULIERE | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

C. Interim Employment Agreement with Katie Barrows as a retired annuitant – Tom Kirk

Mr. Kirk provided a recap of the service of Katie Barrows, thanking Ms. Barrows for her conservation efforts in the Coachella Valley, her involvement in the writing of the Coachella Valley Multiple Species Habitat Plan (CVMSHCP), as well as her work on energy programs, including the launch of Desert Community Energy (DCE).

IT WAS MOVED BY MAYOR WEILL AND SECONDED BY MAYOR HOLSTEGE TO APPROVE RESOLUTION 21-004 AND THE EMPLOYMENT AGREEMENT WITH KATIE BARROWS ON THE TERMS DESCRIBED BELOW AS INTERIM DEPUTY DIRECTOR OF DESERT COMMUNITY ENERGY.

THE MOTION CARRIED WITH 17 AYES AND 1 MEMBER ABSENT.

| | |
|--|--------|
| MAYOR REYNOLDS | AYE |
| MAYOR GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | ABSENT |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | AYE |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | AYE |
| MAYOR WEILL | AYE |
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | AYE |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |
| TRIBAL CHAIR GRUBBE | AYE |
| TRIBAL MEMBER SOULIERE | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

D. Additional Funding for Improvement of Avenue 50 between Calhoun Street and Cesar Chavez in the City of Coachella – Jonathan Hoy

Chair Miller sought questions or a motion. Without member discussion, a motion was made.

IT WAS MOVED BY MAYOR PRO TEM REED AND SECONDED BY MAYOR GREGORY TO APPROVE AMENDMENT NO. ONE TO THE REIMBURSEMENT AGREEMENT BETWEEN CVAG AND THE CITY OF COACHELLA FOR IMPROVEMENT OF AVENUE 50 BETWEEN CALHOUN STREET AND CESAR CHAVEZ (FORMERLY HARRISON STREET), INCREASING THE TOTAL REGIONAL FUNDING TO A NOT-TO-EXCEED AMOUNT OF \$6,937,500.

THE MOTION CARRIED WITH 17 AYES AND 1 MEMBER ABSENT.

| | |
|---|---------------|
| MAYOR REYNOLDS | AYE |
| MAYOR GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |
| MAYOR MATAS | ABSENT |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | AYE |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | AYE |
| MAYOR WEILL | AYE |
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | AYE |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |
| TRIBAL CHAIR GRUBBE | AYE |
| TRIBAL MEMBER SOULIERE | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

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

Jonathan Hoy gave a brief staff report. Without discussion, a motion was made.

IT WAS MOVED BY MAYOR PRO TEM REED AND SECONDED BY MAYOR EVANS TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 9 TO THE AGREEMENT WITH ALTA PLANNING & DESIGN FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$578,211, INCLUDING 10 PERCENT CONTINGENCY; AND AUTHORIZE THE EXECUTIVE DIRECTOR AND/OR LEGAL COUNSEL TO MAKE CLARIFYING CHANGES/REVISIONS BEFORE EXECUTION.

THE MOTION CARRIED WITH 16 AYES, 1 MEMBER ABSTENTION AND 1 MEMBER ABSENT.

| | |
|------------------------|------------|
| MAYOR REYNOLDS | AYE |
| MAYOR GREGORY | AYE |
| MAYOR HERNANDEZ | AYE |

| | |
|--|---------|
| MAYOR MATAS | ABSENT |
| MAYOR PRO TEM REED | AYE |
| COUNCILMEMBER MILLER | AYE |
| MAYOR EVANS | AYE |
| MAYOR KELLY | AYE |
| MAYOR HOLSTEGE | AYE |
| MAYOR WEILL | ABSTAIN |
| CEO JEFF VAN WAGENEN, DISTRICT 1 REPRESENTATIVE | AYE |
| SUPERVISOR SPIEGEL | AYE |
| DIRECTOR MARK LANCASTER, DISTRICT 3 REPRESENTATIVE | AYE |
| SUPERVISOR PEREZ | AYE |
| SUPERVISOR HEWITT | AYE |
| TRIBAL CHAIR GRUBBE | AYE |
| TRIBAL MEMBER SOULIERE | AYE |
| TRIBAL VICE CHAIR MIRELEZ | AYE |

9. **INFORMATION**

- a) Executive Committee Attendance Roster
- b) CVAG FY 2021/2022 Schedule of Meetings
- c) Report on CivicSpark Fellowship Program activities for CVAG
- d) CV Sync update
- e) Next steps for the Coachella Valley-San Gorgonio Pass Rail Corridor

These items are placed on the agenda for member information.

10. **LEGISLATIVE ITEMS**

Erin Sasse, League of California Cities, gave members a legislative update.

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

None.

12. **ANNOUNCEMENTS**

Executive Committee – Monday, September 27, 2021, 4:30 p.m. in CVAG Suite 119, pending State’s guidance and finalization of logistics

13. **ADJOURNMENT**

There being no further business, Chair Miller adjourned the meeting at 5:31 p.m.

Respectfully submitted,

Joanna Stueckle

Joanna Stueckle
Executive Assistant/Clerk

ITEM 6B

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Virtual Committee Meetings at CVAG

Contact: Joanna Stueckle, Executive Assistant/Clerk (jstueckle@cvag.org)

Recommendation: Authorize the Chair and/or the Executive Director to advocate for Brown Act changes to allow regional agencies to continue utilizing virtual meetings and follow the guidelines of AB 361 for the continued use of virtual meetings as a measure of social distancing to prevent the spread of COVID-19

Administrative/Personnel Committee: CONCURS with the continued use of virtual meetings (Meeting of September 14th)

Background: In March of 2020, CVAG, along with many of its members and sister agencies, began having committee meetings via video/ teleconferencing in place of in-person meetings due to the COVID-19 pandemic. It was determined that social distancing was an important factor in preventing the spread of COVID. This has proven to be an efficient way to conduct business for CVAG, which covers an expansive geographic area across eastern Riverside County. Committee meetings have been well attended, leading to thoughtful and robust conversations on CVAG's policies, projects and programs. The use of both videoconference and telephone access has also fostered public engagement, as people can join the meetings from a convenient location instead of driving to CVAG's Palm Desert conference room.

In May and June 2021, CVAG staff provided information to its committees that it would be seeking feedback from members on meeting formats that could be implemented this fiscal year, including exploring the options of continuing with at least some form of videoconferencing.

Three factors that should be considered when moving forward with the holding of in-person or virtual committee meetings involve: the results of the survey of CVAG members; the participation levels of virtual meetings by way of committee member participation; and how the recent passage and signing of AB 361 would allow for the continued health and safety of CVAG's members, staff and the public due to social distancing.

Member Survey Results – What did they mean?

During the summer, staff sent an online survey to each member of the General Assembly, which is comprised of all five elected members from each CVAG jurisdiction and at the time was 70 members. The survey asked several questions related to their experience with in-person meetings

and with virtual meetings. CVAG also enlisted the assistance of Rick Bishop, retired Executive Director of the Western Riverside Council of Governments, to evaluate the results and provide insight to staff. Mr. Bishop was also involved in conducting an overall survey of statewide councils of governments for the California Association of Councils of Governments (CALCOG).

The survey of CVAG's members found 71% of the respondents support continuing with virtual meetings. CVAG's Executive Director received additional comments after the close of the survey by a handful of members who did not participate in the survey but wanted to register their views related to how committee meetings should be held. For example, one of the Executive Committee members suggested all committee meetings, except for the Executive Committee, be conducted virtually. Another comment made suggested that all committee meetings be held virtually as virtual meetings were effective and well attended. Yet a third elected member indicated that she would not be able to attend any in-person meetings due to her current employment and would have to step down from her CVAG committees.

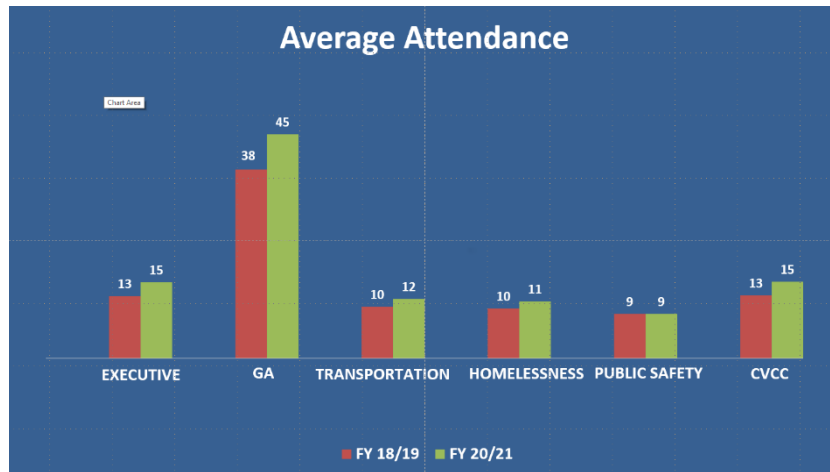
The CVAG survey showed 63% of participants indicated a strong or moderately strong preference in having hybrid meetings, which introduces additional complications. Hybrid meetings involve some members appearing in person, while others attend using an electronic platform. Holding such meetings would require CVAG use a meeting room at a separate, to-be-determined location, due to the need of major upgrades to the CVAG meeting room, which does not have the audio/visual capabilities to host a hybrid meeting. There have also been concerns related to the size of CVAG's meeting room in Suite 119, which would limit the ability to socially distance both committee members and members of the public as a recommended means to prevent the spread of COVID-19. On average, CVAG committees are made up of 15 members and when the Executive Committee meets, staff anticipates up to 17 members attending, with many bringing along their managers, filling the meeting space with close to 30 members and staff. CVAG staff has started discussions on upgrading the conference room, and a project timeline and budget is still be developed.

CVAG's survey found that only 15% of the respondents expressed a strong or moderately strong desire to return to in-person meetings.

Participation Levels of Virtual Meetings – What do the numbers tell us?

Most participating members preferred virtual meetings, which is not surprising given the fact that virtual meetings were generally better attended than in-person meetings. CVAGs online meeting attendance increased, through the use of Zoom webinars, for all committees except for the Public Safety Committee, as noted in the following chart. CVAG analyzed the attendance during fiscal year 2018/2019 (all meetings occurred in-person), and fiscal year 2020/2021 (all meetings occurred virtually). Meetings were not rescheduled due to lack of quorum. Virtual meetings created less impact to member schedules and made easier for them to attend for members during the workday. The public also benefited from virtual meeting attendance, given they didn't have to drive to CVAG during their busy day. A full summary of the attendance records for these meetings is attached.

On average, participant levels of virtual meeting attendance for all CVAGs committees increased by 15.42% from fiscal year 2018/19 to 2020/2021.



Legislative Changes to the Brown Act – How do we move forward?

On March 17, 2020, Governor Gavin Newsom issued Executive Order No. N-29-20, which suspended portions of the Brown Act that limit the use of teleconferencing for public meetings. Prior to the Executive Order, all locations where a member was participating via teleconference needed to be noticed and the public invited to each location. The Executive Order is set to expire on September 30, 2021.

California lawmakers considered a number of legislative approaches this year that would allow virtual meetings to continue. Governor Newsom recently signed into law AB 361 (Robert Rivas), which created an exemption to teleconferenced public meeting requirements for local legislative bodies during states of emergency.

AB 361 allows for virtual meetings in the same manner as CVAGs meetings when the Governor has proclaimed a State of Emergency and any of the following circumstances apply:

- State or local officials have imposed or recommended measures to promote social distancing.
- The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

If a meeting is held via teleconference under AB 361, the following requirements apply:

- Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.
- The public must be provided access to the meeting via a call-in option or Internet-based service option and allowed to “address the legislative body directly.” The agency does not have to provide an in-person option for the public to attend the meeting.
- The meeting must be conducted “in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.”

- If there is a disruption to the meeting broadcast or in the ability to take call-in or Internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
- Reasonable time for public comment must be provided. If the agency provides a timed public comment period, the public comment period must be left open until the time expires.

AB 361 bill included an urgency clause and takes effect on October 1. Other legislation related to the Brown Act also is on the governor’s desk for consideration. CVAG staff is working with Legal Counsel to make sure virtual meetings are held in a way that complies with the requirements of the new legislation, and staff anticipates that the Executive Committee will see agenda items related to emergency declarations and social distancing at future meetings.

In addition, CVAG staff has been in contact with partner agencies regarding possibly pursuing legislation that would allow for regional agencies to continue with the successful virtual platform as an option for holding meetings after the state of emergency is concluded. According to CALCOG Executive Director Bill Higgins, CALCOG will be taking an item to their September board meeting to discuss virtual meetings and potential legislative platforms that would allow for more favorable Brown Act updates for both the jurisdiction and members of the public. Regional governments cover a more expansive areas, have meetings that occur during the day, that often conflict with member schedules, and are focused on environmentally friendly ways to attend meetings.

Based on the passage of legislation, current conference room logistics – which do not accommodate larger committees and address the need for social distancing – and feedback from its members, staff is recommending that CVAG continue its virtual format for meetings through a declaration of the Executive Committee. CVAG staff is also recommending the Chair and/or Executive Director be granted authority to advocate for legislation that would allow for regional agencies such as CVAG to continue relying on virtual formats permanently. CVAG has 15 member jurisdictions, so it has a much larger committee membership than the member agencies. Continued use of video conferencing also allows CVAG to help reduce vehicle miles traveled to its meetings, a practice that has demonstrated air quality and other environmental impacts in the last year. It would also be up to the discretion of the Executive Director, in consultation with the Chair of each committee, to hold in-person meetings when necessary and desirable.

This item was presented to CVAG’s Administrative/ Personnel Committee when it met on September 14, which was before AB 361 was passed and signed by Governor Newsom. Committee members supported the continued use of virtual meetings and providing both the Chair and Executive Director with authority to advocate for legislation to permanently allow virtual meetings. However, staff would note that its recommendation has been slightly modified since that Committee meeting to reflect the intent to follow the guidance of new laws.

Fiscal Analysis: There are no additional costs to CVAG hosting virtual meetings. Committee members are paid the same stipends as they would in person.

Attachments: Analysis of CVAG meeting attendance

| EXECUTIVE COMMITTEE | | | |
|----------------------------|--------------|------------------|--------------|
| FY 18/19 | | FY 20/21 | |
| Jul-18 | 0 | Jul-20 | 0 |
| Aug-18 | 0 | Aug-20 | 0 |
| Sep-18 | 12 | Sep-20 | 15 |
| Oct-18 | 0 | Oct-20 | 15 |
| Nov-18 | 0 | Nov-20 | 0 |
| Dec-18 | 13 | Dec-20 | 15 |
| Jan-19 | 0 | Jan-21 | 0 |
| Feb-19 | 10 | Feb-21 | 15 |
| Mar-19 | 0 | Mar-21 | 0 |
| Apr-19 | 12 | Apr-21 | 14 |
| May-19 | 0 | May-21 | 0 |
| Jun-19 | 12 | Jun-21 | 15 |
| Jun-19 | 16 | Jun-21 | 18 |
| ATTENDEES | 75 | ATTENDEES | 107 |
| MEETINGS | 6 | MEETINGS | 7 |
| AVERAGE | 12.50 | AVERAGE | 15.29 |

Special Joint Mtg w Trans

| FY 20/21 vs FY18/19 | |
|----------------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| 2.79 | 22.29% |

| | |
|------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| 2.79 | 22.29% |

| GENERAL ASSEMBLY | | | |
|-------------------------|--------------|------------------|--------------|
| FY 18/19 | | FY 20/21 | |
| Jun-19 | 38 | Jun-21 | 45 |
| ATTENDEES | 38 | ATTENDEES | 45 |
| MEETINGS | 1 | MEETINGS | 1 |
| AVERAGE | 38.00 | AVERAGE | 45.00 |

| FY 20/21 vs FY18/19 | |
|----------------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| 7 | 18.42% |

| | |
|------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| 7 | 18.42% |

| TRANSPORTATION COMMITTEE | | | |
|---------------------------------|--------------|------------------|--------------|
| FY 18/19 | | FY 20/21 | |
| Jul-18 | 0 | Jul-20 | 0 |
| Aug-18 | 9 | Aug-20 | 12 |
| Sep-18 | 0 | Sep-20 | 0 |
| Oct-18 | 0 | Oct-20 | 15 |
| Nov-18 | 11 | Nov-20 | 13 |
| | | | 12 |
| Dec-18 | 0 | Dec-20 | 0 |
| Jan-19 | 0 | Jan-21 | 0 |
| Feb-19 | 0 | Feb-21 | 10 |
| Mar-19 | 0 | Mar-21 | 0 |
| Apr-19 | 9 | Apr-21 | 10 |
| May-19 | 11 | May-21 | 0 |
| Jun-19 | 12 | Jun-21 | 12 |
| ATTENDEES | 52 | ATTENDEES | 84 |
| MEETINGS | 5 | MEETINGS | 7 |
| AVERAGE | 10.40 | AVERAGE | 12.00 |

Special Joint Mtg w Executive
11/2/2020
11/23/2020

| FY 20/21 vs FY18/19 | |
|----------------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| 1.6 | 15.38% |

| | |
|------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| 1.6 | 15.38% |

| HOMELESSNESS | | | |
|---------------------|--------------|------------------|--------------|
| FY 18/19 | | FY 20/21 | |
| Jul-18 | 0 | Jul-20 | 12 |
| Aug-18 | 0 | Aug-20 | 11 |
| Sep-18 | 11 | Sep-20 | 10 |
| Oct-18 | 0 | Oct-20 | 0 |
| Nov-18 | 0 | Nov-20 | 11 |
| Dec-18 | 0 | Dec-20 | 0 |
| Jan-19 | 10 | Jan-21 | 0 |
| Feb-19 | 11 | Feb-21 | 11 |
| Mar-19 | 0 | Mar-21 | 0 |
| Apr-19 | 11 | Apr-21 | 12 |
| May-19 | 8 | May-21 | 13 |
| Jun-19 | 9 | Jun-21 | 0 |
| ATTENDEES | 60 | ATTENDEES | 80 |
| MEETINGS | 6 | MEETINGS | 7 |
| AVERAGE | 10.00 | AVERAGE | 11.43 |

| FY 20/21 vs FY18/19 | |
|----------------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| 1.43 | 14.29% |

| PUBLIC SAFETY | | | |
|----------------------|-------------|------------------|-------------|
| FY 18/19 | | FY 20/21 | |
| Jul-18 | 0 | Jul-20 | 0 |
| Aug-18 | 0 | Aug-20 | 0 |
| Sep-18 | 9 | Sep-20 | 7 |
| Oct-18 | 0 | Oct-20 | 0 |
| Nov-18 | 10 | Nov-20 | 10 |
| Dec-18 | 0 | Dec-20 | 0 |
| Jan-19 | 9 | Jan-21 | 0 |
| Feb-19 | 9 | Feb-21 | 10 |
| Mar-19 | 0 | Mar-21 | 0 |
| Apr-19 | 0 | Apr-21 | 0 |
| May-19 | 10 | May-21 | 8 |
| Jun-19 | 9 | Jun-21 | 8 |
| ATTENDEES | 56 | ATTENDEES | 43 |
| MEETINGS | 6 | MEETINGS | 5 |
| AVERAGE | 9.33 | AVERAGE | 8.60 |

| FY 20/21 vs FY18/19 | |
|----------------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| -0.73 | -7.86% |

| CVCC | | | |
|------------------|--------------|------------------|--------------|
| FY 18/19 | | FY 20/21 | |
| Jul-18 | 0 | Jul-20 | 0 |
| Aug-18 | 0 | Aug-20 | 0 |
| Sep-18 | 0 | Sep-20 | 15 |
| Oct-18 | 0 | Oct-20 | 0 |
| Nov-18 | 13 | Nov-20 | 13 |
| Dec-18 | 0 | Dec-20 | 0 |
| Jan-19 | 11 | Jan-21 | 16 |
| Feb-19 | 13 | Feb-21 | 0 |
| Mar-19 | 0 | Mar-21 | 14 |
| Apr-19 | 12 | Apr-21 | 18 |
| May-19 | 14 | May-21 | 15 |
| Jun-19 | 13 | Jun-21 | 17 |
| ATTENDEES | 76 | ATTENDEES | 108 |
| MEETINGS | 6 | MEETINGS | 7 |
| AVERAGE | 12.67 | AVERAGE | 15.43 |

| FY 20/21 vs FY18/19 | |
|----------------------------|---------------|
| ATTENDEES | |
| DIFF # | DIFF % |
| 2.76 | 21.80% |

| GRAND TOTAL | | | |
|--------------------|-------------|------------------|--------------|
| FY 18/19 | | FY 20/21 | |
| ATTENDEES | 357 | ATTENDEES | 467 |
| MEETINGS | 30 | MEETINGS | 34 |
| AVERAGE | 11.9 | AVERAGE | 13.74 |

| GRAND TOTAL | |
|----------------------------|---------------|
| FY 20/21 vs FY18/19 | |
| ATTENDEES | |
| DIFF # | DIFF % |
| 1.84 | 15.42% |

ITEM 6C

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Authorization to Update Signature Cards

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

Recommendation: Authorize the updating of the signature cards and signatories for CVAG investments and banking

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

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

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

| Name | Title | Type |
|---|------------------------------------|-------------|
| Christy Gilbert Holstege, Esq. (or Palm Springs representative) | CVAG Chair | New |
| Tom Kirk | Executive Director | Existing |
| Erica Felci | Assistant Executive Director | New |
| Joanna Stueckle | Executive Assistant/Clerk | Existing |
| Claude T. Kilgore | Director of Finance/Administration | Existing |

Fiscal Analysis: There is no fiscal impact.

ITEM 6D

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Authorization for Department of Justice background checks

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Approve Resolution No. 21-006 authorizing the use of Department of Justice fingerprinting for employment in the CV Housing First program

Administrative/ Personnel Committee: CONCURS (Meeting of September 14th)

Homelessness Committee: CONCURS (Meeting of September 15th)

Background: Prospective CVAG employees currently undergo a thorough background check, including a county criminal records review, as part of the hiring process. However, there are funding sources related to the CV Housing First program that require employees undergo a background check through the state and/or federal Departments of Justice, which involves electronically transmitted fingerprint images through Live Scan. Completion of this requirement is checked as part of the monitoring process that is conducted by the Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) Continuum of Care (CoC) Division.

Since bringing the CV Housing First program in-house in 2020, CVAG has been collaborating with the County of Riverside to get the background check completed for its staff. This was done prior to the March 2021 monitoring report. Moving forward, CVAG staff recommends that CVAG have authorization to request these background checks directly. The application for CVAG to use Live Scan requires an adopted resolution from the governing board, and a draft resolution is attached for the Committee's approval.

Fiscal Analysis: There was no cost to CVAG for the resolution.

Attachment: Resolution 21-006 to authorize additional background checks

**RESOLUTION NO. 21-006 OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AUTHORIZING THE USE OF DEPARTMENT OF JUSTICE FINGERPRINTING FOR EMPLOYMENT**

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW THEREFORE THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS HEREBY RESOLVES:

That CVAG is hereby authorized to access state and federal level summary criminal history information for employment (including volunteers and contract employees), licensing of positions within and supporting the CV Housing First program, or certification for positions within and supporting the CV Housing First program and may not disseminate the information to a private entity.

APPROVED AND ADOPTED on this 27th day of September, 2021.

Signed: _____ Date: _____
Christy Gilbert Holstege, Esq., CVAG Chair
City of Palm Springs, Mayor

ATTEST: _____
Tom Kirk, CVAG Executive Director

ITEM 6E

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



STAFF REPORT

Subject: Local Agency Investment Fund Signatories Resolution

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

Recommendation: Approve Resolution 21-007 to establish certain CVAG officers and staff as Local Agency Investment Fund signatories with the California State Treasurer

Background: CVAG has long invested a portion of its funds in the California State Treasurer's Local Agency Investment Fund (LAIF) portfolio, in line with CVAG's investment policy. Since CVAG LAIF signatories were last updated, the Treasurer has requested that the CVAG Executive Committee adopt a resolution establishing that CVAG officers and their successors in office are authorized to order the deposit or withdrawal of monies in LAIF. Staff seeks to name CVAG Chair Christy Holstege, CVAG Executive Director Tom Kirk and CVAG Director of Finance/Administration Claude T. Kilgore, and their successors, as signatories to CVAG's LAIF monies.

Fiscal Analysis: There is no fiscal impact to adopting the resolution.

Attachment: Resolution 21-007 for LAIF Signatories

RESOLUTION 21-007

RESOLUTION OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

ADDRESS: 73-710 Fred Waring Dr., Ste. 200
Palm Desert, CA 92260

PHONE NUMBER: 760.346.1127
FAX NUMBER: 760.340.5949

| |
|--|
| <p style="text-align: center;">AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND</p> |
|--|

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Executive Committee of the Coachella Valley Association of Governments (CVAG) hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of CVAG;

NOW THEREFORE, BE IT RESOLVED, that the Executive Committee hereby authorizes the deposit and withdrawal of CVAG monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The CVAG officers holding the titles specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Christy Gilbert Holstege

(NAME)

CVAG Chair

(TITLE)

Tom Kirk

(NAME)

Executive Director

(TITLE)

Claude T. Kilgore

(NAME)

Director of Finance/Admin

(TITLE)

Section 2. This resolution shall remain in full force and effect until rescinded by the Executive Committee by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED, by the Executive Committee of the Coachella Valley Association of Governments, Riverside County of State of California on September 27, 2021.

By: _____
Christy Gilbert Holstege, Esq. CVAG Chair

By: _____
Tom Kirk, CVAG Executive Director

ATTEST: _____
Joanna Stueckle, Executive Assistant/ Clerk

ITEM 6F

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Update to CVAG's Records Retention Schedule

Contact: Joanna Stueckle, Executive Assistant/Clerk (jestueckle@cvag.org)

Recommendation: Approve Resolution No. 21-008 and CVAG Policy No. 21-06, updating the Records Retention Schedule

Background: The official records of CVAG, which are maintained in the ordinary course of business, have been stored both in the office and at an off-site storage location. CVAG must retain the documents according to an established retention schedule and must make said records available for public unless such records are exempt under the Public Records Act (Government Code Section 6254 et. seq), due to the nature of the documents. Privileged or confidential documents are not subject to such inspection by the public. Also, documents that have been previously destroyed, according to the Records Retention Policy established and approved by the Executive Committee on October 27, 1997, are unavailable for inspection.

Periodically, the retention schedule must be updated according to changes made to state law. The State of California has adopted guidelines for retention periods for various government records to assist local government agencies in establishing appropriate records retention schedules which comply with all applicable laws and regulations. California Government Code Section 34090 provides a procedure whereby any agency record which has served its purpose and is no longer required may be destroyed. Maintenance of abundant records is expensive and slows document retrieval. Further, it is unnecessary after a certain specific period of time, as outlined by state guidelines. Doing so makes for a less effective and efficient operation of CVAG.

A records retention schedule – reviewed and approved by legal counsel – gives CVAG legal authority to dispose of records and documents maintained by CVAG that are no longer necessary. CVAG records should only authorized for disposal if said records have surpassed their legal, administrative, or historical value. The Executive Assistant/Clerk, Executive Director, and legal counsel have the discretion to cause the retention of any specific document for longer periods of time if appropriate.

The last update to the Records Retention Schedule (Policy No. 09-02), approved in October 2009 by the Executive Committee, allowed for CVAG to maintain audio recordings permanently due to the transition to action-style minutes for all standing committees and to include the Oaths of Office taken by CVAG staff to be filed as part of the personnel records. The proposed Policy No. 21-06 included so many changes, from responding to state law requirements to having a new law firm, BB&K's, extensive review and additions, that the attached schedule was prepared from scratch rather than create an edited version of the twelve-year-old Policy No. 09-02. Policy No. 09-02 is attached in the event you wish to review the differences.

Fiscal Analysis: There are no additional costs to CVAG to update the Records Retention Schedule (Policy No. 21-06) and Resolution No. 21-008.

Attachments: Records Retention Schedule/ Exhibit A (Policy No. 21-06), Resolution No. 21-008, CVAG Records Retention Destruction Form, previous Records Retention Schedule (Policy No. 09-02)

Resolution No. 21-008

A RESOLUTION OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS ADOPTING AN UPDATED RECORDS RETENTION SCHEDULE (POLICY NO. 21-06) AND CVAG RECORDS DESTRUCTION AUTHORIZATION FORM

Whereas, the storage of obsolete records is costly, time-consuming, and impacts the records storage space of the Coachella Valley Association of Governments (CVAG); and

Whereas, California Government Code Section 60201 provides that: (b) the legislative body of a district may destroy or dispose of any record that is not expressly required by law to be filed and preserved through either of the following procedures:

(1) The legislative body may authorize the destruction or disposition of any category of records if it does both of the following:

(A) Adopts a resolution finding that destruction or disposition of this category of records will not adversely affect any interest of the district or of the public.

(B) Maintains a list, by category, of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category.

(2) The legislative body may, by resolution, adopt and comply with a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Section 12236, that classifies all of the district's records by category, and that establishes a standard protocol for destruction or disposition of records; and

Whereas, CVAG, adopted a formal records retention policy at the October 27, 1997, Executive Committee meeting, and since that time new laws and regulations have been enacted requiring updates to be made to CVAG's records retention schedule in order for CVAG to be compliant with existing state law; and

Whereas, a retention schedule was incorporated into the records retention policy, consistent with applicable legal requirements; and

Whereas, CVAG desires to approve via this Resolution, as required by California Government Code Section 60201, the destruction of CVAG records in compliance with the applicable records retention schedule.

Now Therefore Be It Resolved by the Executive Committee of the Coachella Valley Association of Governments as follows:

Section 1. RECORDS RETENTION SCHEDULE

That the Records Retention Schedule, attached here to as Exhibit "A" identify the official public records that CVAG staff produces or maintains in the normal course of business for all CVAG departments/divisions/offices and constitutes a policy for the efficient maintenance and regular destruction of public records which have outlived their legal, administrative, or fiscal value, according to the established retention period.

Section 2. PROCEDURES FOR THE DESTRUCTION OF RECORDS

That the CVAG records, as set forth in the Records Retention Schedule Exhibit "A", attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed

as provided by Section 60201 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head/Program Manager, and with approval through the CVAG Records Destruction Authorization Form, of the Executive Director and the Executive Assistant/Clerk, without further action of the Executive Committee. Should there be records that are not mentioned in Exhibit "A", those records shall be destroyed as provided in the then-current Local Government Records Management Guidelines, or equivalent, as set forth by the Secretary of state.

Section 3. REPEAL OF CONFLICTING RESOLUTIONS

That all the provisions of any existing resolution as adopted by the Executive Committee that conflict with the provisions of this Resolution are hereby repealed.

Section 4. PASSAGE AND ADOPTION

That the CVAG Executive Assistant/Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in file of original Resolutions of CVAG; and shall make a minute of passage and adoption thereof in the records of the proceedings of the Executive Committee, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED by the Executive Committee of the Coachella Valley Association of Governments at a regular meeting held on the 27th day of September by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

By: _____
Christie Gilbert Holstege, Esq.
CVAG Chair

Witnessed By: _____
Tom Kirk
Executive Director

EXHIBIT "A"
RETENTION SCHEDULE

CVAG POLICY NUMBER: 21-06

CVAG RECORDS RETENTION SCHEDULE

The Coachella Valley Association of Governments (CVAG) shall comply with the following Records Retention Schedule. Records may be scanned into the CVAG's Laserfiche Electronic Document Management System, or other unalterable media electronic filing system, and be retained in electronic format. Paper records may then be destroyed, and the electronic record shall serve as the official record.

Retention Codes: C = Current P = Permanent CL = Closed/Completed S = Separation

| RETENTION PERIOD (YEARS) | | | | |
|---|-----------------------------|--------------------------------|----------------------|--|
| RECORD SERIES TITLE | Active File (Office) | Inactive File (Storage) | Destroy After | REMARKS |
| Claims & Litigation | C + 2 | 3 | CL + 5 | Destroy 5 years after completion |
| Correspondence | 2 | - | 2 | Destroy after 2 years |
| Grants | C + 5 | - | CL + 5 | Destroy 5 years after completion |
| Public Notices | C + 2 | | CL + 2 | Destroy 2 years after project completion |
| Advertising | C + 2 | - | C + 2 | Destroy after 2 years |
| Press Releases, Outreach, Communications | C + 2 | - | C + 2 | Destroy after 2 years |

| | | | | |
|---|---|---|----|------------------------|
| Agendas (Original) | | | | |
| Executive Committee, General Assembly | 3 | 7 | 10 | Destroy after 10 years |
| Other Standing Committees | 3 | 7 | 10 | Destroy after 10 years |
| Minutes | | | | |
| Executive Committee, General Assembly | P | - | P | Permanent Record |
| Technical Advisory Committee | P | - | P | Permanent Record |
| Other Standing Committees | P | - | P | Permanent Record |
| Committee Meeting Records (Items kept as part of meeting record) | P | - | P | Permanent Record |
| Audio Recordings (Including all standing committee meetings) | P | - | P | Permanent Record |
| Executive Committee, General Assembly | P | - | P | Permanent Record |
| Other Standing Committees | P | - | P | Permanent Record |
| Policies / Resolutions (Adopted by Executive Committee or General Assembly) | P | - | P | Permanent Record |

| | | | | |
|---|--------|--------|---------|---|
| Historical Records | P | - | P | Permanent Record |
| Newsletters | P | - | P | Permanent Record |
| Personnel Records | | | | |
| Personnel Files Compensation Plans Benefits Programs Time sheets | S + 7 | - | S + 7 | Destroy after separation and 7 years |
| Disability Records Workers Compensation | S + 10 | S + 20 | S + 30 | Destroy after separation and 30 years |
| Personnel Applications and Recruitment | CL + 1 | - | CL + 1 | Destroy after 1 year |
| Agreements, Contracts, MOU's | C + 5 | - | CL + 10 | Destroy 10 years after expiration |
| Excluding Capital | C + 5 | - | CL + 7 | Destroy after 7 years of termination/expiration |
| Infrastructure Agreements, Contracts, MOU's (Bridges, roads, etc.) | C + 5 | 10 | P | Permanent Record |
| Bids, RFP's, RFQ's | | | | |
| Successful | C + 5 | 10 | 10 | Destroy after 10 years |
| Unsuccessful | C + 2 | - | 2 | Destroy after 2 years |
| Requisitions | | | | |
| Purchase Orders | C + 4 | - | 4 | Destroy after 4 years |

| | | | | |
|---|-------|---|-------|--------------------------------------|
| Conflict of Interest, Oath of Office | | | | |
| Conflict of interest Code | P | - | P | Permanent Record |
| Statement of Economic Interest | C + 4 | 2 | 7 | Destroy after 7 years |
| Oath of Office/Staff | S + 7 | - | S + 7 | Kept as part of Personnel File |
| Real Property, Deeds, Easements, Liens and Releases, Rights of Way | P | - | P | Permanent Record |
| Finance | | | | |
| Accounts Payable and Accounts Receivable | C + 2 | 4 | 7 | Destroy after 7 years |
| Audit, Reports, CAFR | P | - | P | Permanent Record |
| Bank Statements | C + 6 | - | 7 | Destroy after 7 years |
| Bonds | C + 9 | - | 10 | Destroy after 10 years |
| Budget | P | - | P | Permanent Record |
| CV Housing First | | | | |
| Client File Information | C + 3 | 3 | C + 7 | Destroy after separation and 7 years |
| Bus Pass Information | C + 2 | 4 | 7 | Destroy after separation and 7 years |

| | | | | |
|---|-------|---|----|------------------------|
| Energy & Environmental Resources | | | | |
| Historical Documents | P | - | P | Permanent Record |
| Routine Projects | C + 4 | 5 | 10 | Destroy after 10 years |
| Transportation Projects | | | | |
| Historical Documents | P | - | P | Permanent Record |
| Capital Projects, Environmental Plans | P | - | P | Permanent Record |
| Routine Projects, Traffic Counts, Studies | C + 4 | 5 | 10 | Destroy after 10 years |
| Coachella Valley Conservation Commission | | | | |
| Historical Documents | P | - | P | Permanent Record |
| Routine Projects | C + 4 | 5 | 10 | Destroy after 10 years |
| Desert Community Energy | | | | |
| Historical Documents | P | - | P | Permanent Record |
| Routine Projects | C + 4 | 5 | 10 | Destroy after 10 years |

Date: _____

Department: _____

CVAG RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below and/or on the attached list are scheduled to be destroyed, as indicated on the Records Retention Schedule (Policy No. 21-06). The records are not the subject of any claim, litigation, investigation, or audit.

(List records below or attach a list.)

| Records Description | Start Date | End Date | Box/File # | Retention Period |
|---------------------|------------|----------|------------|------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Check here if shredding of records vis required (Records Contain Private Information).

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head / Program Manager

Date

Executive Assistant/Clerk

Date

Executive Director

Date

CVAG Legal Counsel

Date

(Complete after destruction has been performed, if done by CVAG Employees. If destruction is performed by a commercial vendor, have them provide a certificate.)

I **HEREBY CERTIFY** that the items listed above have been destroyed in accordance with CVAG's policies and procedures:

Employee Performing Destruction

Date

CVAG POLICY NUMBER: 09-02

CVAG RECORDS RETENTION POLICY

The Coachella Valley Association of Governments (CVAG) shall comply with the following Records Retention Schedule:

| RECORD SERIES TITLE | RETENTION PERIOD (YEARS) | | | REMARKS |
|---|--------------------------|-------------------------|---------------|------------------------|
| | Active File (Office) | Inactive File (Storage) | Destroy After | |
| <u>Agendas:</u> (Original) | | | | |
| Executive Committee/ General Assembly | 3 | 7 | 10 | Destroy after 10 years |
| Technical Advisory Committee | 3 | 7 | 10 | Destroy after 10 years |
| Other Standing Committees | 3 | 7 | 10 | Destroy after 10 years |
| <u>Minutes:</u> (Including policies and resolutions adopted by the Executive Committee or General Assembly) | | | | |
| Executive Committee/ General Assembly | P | - | P | Permanent Record |

| | | | | |
|--|---|----|----|--|
| Technical Advisory Committee | P | - | P | Permanent Record |
| Other Standing Committees | P | - | P | Permanent Record |
| Audio Recordings: (Including all standing committee meetings) | | | | |
| Executive Committee/ General Assembly | P | - | P | Permanent Record |
| Technical Advisory Committee | P | - | P | Permanent Record |
| Other Standing Committees | P | - | P | Permanent Record |
| Personnel Records: (i.e. personnel files, compensation plans, benefits programs, disability records, time sheets, etc.) | P | - | P | Permanent Record |
| Agreements – Contracts – MOU's: | C | - | 10 | While current; destroy 10 years after expiration |
| Bids/Request for Proposals: | | | | |
| Successful | C | 10 | 10 | |
| Unsuccessful | 3 | - | 3 | |
| Conflict of Interest/Oath of Office: | | | | |

| | | | | |
|--|---|---|----|------------------------|
| Conflict of interest Code | P | - | P | Permanent Record |
| Statement of Economic Interest | 5 | 5 | 10 | Destroy after 10 years |
| Oath of Office/Members | 5 | 5 | 10 | Destroy after 10 years |
| Oath of Office/Staff | P | - | P | Part of Personnel File |
| <u>Financial Records:</u> (i.e. accounting reports, annual reports, cash flow statements, chart of accounts, expenditure reports, audit records, etc.) | 3 | - | P | Permanent Record |

C = Current

P = Permanent

ITEM 6G

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Study of Regional PM₁₀ Street Sweeping Effectiveness

Contact: Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Authorize the Executive Director to take necessary actions to execute an agreement for the Regional PM₁₀ Street Sweeping Efficiency and Effectiveness Study with ECORP Consulting, Inc. for a total not-to-exceed amount of \$28,511, including a 10 percent contingency

Energy & Environmental Resources Committee: CONCURS (Meeting of September 9th)

Background: Since the 1990s, CVAG and member agencies have cooperated on a Regional PM-10 Street Sweeping Program that allows the Coachella Valley to meet the standards set forth in the State Implementation Plan for air quality. Street sweeping is considered a best available control measure (BACM) to reduce PM-10 (particulate matter of less than 10 microns) which comes from dust generating activities such as vehicles traveling over paved or unpaved streets and construction activities.

Currently, CVAG contracts with M&M Sweeping, Inc., to perform regional street sweeping services. However, the current street sweeping route schedule is informed by studies conducted in 1992. Given the growth within the Coachella Valley, CVAG staff has been working to launch an efficiency study that updates data such as average daily traffic counts in relation to the blowsand zone in order to better prioritize impacted streets and operate a more efficient street sweeping program. The efficiency study will investigate the efficiency and effectiveness of the street sweeping schedule, identify problem areas and possible improvements as well as conduct a cost-benefit analysis, to help optimize the resources allocated to the program.

In 2019, the South Coast Air Quality Management District (SCAQMD) approved a five-year grant for \$1.15 million that includes \$220,000 annually for operations. Under the grant terms, funding beyond the first year is contingent on the completion and approval of an efficiency and effectiveness study of CVAG's street sweeping program.

CVAG staff worked with SCAQMD staff to develop a scope of work for the efficiency and effectiveness study and released a request for proposals in May 2021. The request was well distributed but CVAG received only one proposal from ECORP Consulting, Inc. (ECORP). The proposal was reviewed by CVAG staff, CVAG air quality consultant Emily Nelson, and SCAQMD staff. A proposed scope of work and detailed tasks are attached. The amount is less than the \$50,000 that was originally estimated for the study, because ECORP is able to utilize existing PM-10 data and modeling from SCAQMD. CVAG staff is now recommending that the

Executive Director be granted authority to take the necessary steps to execute a contract, which is being drafted in partnership with SCAQMD.

Fiscal Analysis: The ECORP scope of work is for \$25,918.80. CVAG staff is recommending a 10 percent contingency, for a not-to-exceed amount of \$28,511.

In 2019, the CVAG Executive Committee authorized the Executive Director to enter into a contract with SCAQMD for \$1.15 million in funding for the regional street sweeping program and a study to improve program efficiency. At the time, \$50,000 was estimated the study, which will cover the ECORP fees and other costs. CVAG staff is now working with SCAQMD to clarify its agreements and use the remaining funds for related program costs, such as consultant costs and staff time.

Completion of the study will allow CVAG to receive years two through five of the SCAQMD grant, which totals \$880,000. CVAG staff is currently working with SCAQMD to finalize the execution of necessary documents and receive the \$220,000 in funds for the first year of program operations.

The estimated total cost for the Regional Street Sweeping Program in FY 21-22 is \$655,402. The Regional PM-10 Street Sweeping Program is also funded each year by 75% of CVAG member agencies' AB 2766 funds and Riverside County's Colmac Air Quality Enhancement Fund. The program previously used Mobile Source Air Pollution Reduction funding, but a program change in 2017 eliminated street sweeping as an eligible use. The SCAQMD grant helps to replace loss of MSRC funds.

Attachment: ECORP Proposal for Regional PM10 Street Sweeping Efficiency Study



COVER LETTER

August 26, 2021 (revised)
(P21-343)

Katie Barrows
Coachella Valley Association of Governments
73-710 Fred Waring Dr., Suite 200
Palm Desert, CA 92260
Via Email: kbarrows@cvag.org

RE: Response to Request for Proposals for Street Sweeping Efficiency Study

Dear Ms. Barrows:

ECORP Consulting, Inc. (ECORP) is pleased to submit our proposal in response to the Coachella Valley Association of Governments (CVAG) Request for Proposals for Street Sweeping Efficiency Study. We have assembled an outstanding team of environmental professionals to ensure the efficient and successful completion of the project.

Unlike many large engineering companies that only offer environmental services as an adjunct to their main business focus, the team members are specialists in their respective technical disciplines and are experts in the preparation of environmental studies and on the resources (air quality) that may be affected by project implementation. We have established strong professional working relationships with representatives of federal and state regulatory agencies based on technical excellence, a thorough understanding of regulatory processes, and a long history of successful project completion. In addition, our project management team has relevant experience providing contract planning services to local government agencies, ensuring that our team will be sensitive to challenges associated with processing and approving projects.

Thank you for this opportunity to present our proposal. ECORP will provide proof to CVAG that we can and will provide the required insurance for the duration of the project upon award of the contract and/or commencing work on this project. As witnessed by the signature below I am authorized by ECORP to enter into contracts with CVAG. If you have questions or would like to discuss our proposal further, please contact me or Seth Myers (Project Manager) at:

Anne Surdzial, Vice President
ECORP Consulting, Inc.
215 N 5th St, Redlands, CA 92374
Phone: (909) 307-0046; Fax: (909) 307-0056
Email: asurdzial@ecorpconsulting.com

Seth Myers, Project Manager
ECORP Consulting, Inc.
55 Hanover Lane, Suite A, Chico, CA 95973
Phone: (530) 809-2585; Fax: (530) 809-4149
Email: smyers@ecorpconsulting.com

Sincerely,

ECORP Consulting, Inc. (909) 307-0056

Anne Surdzial, Vice President
Attachment(s)

ORGANIZATION PROFILE

Organization Name

ECORP Consulting, Inc.

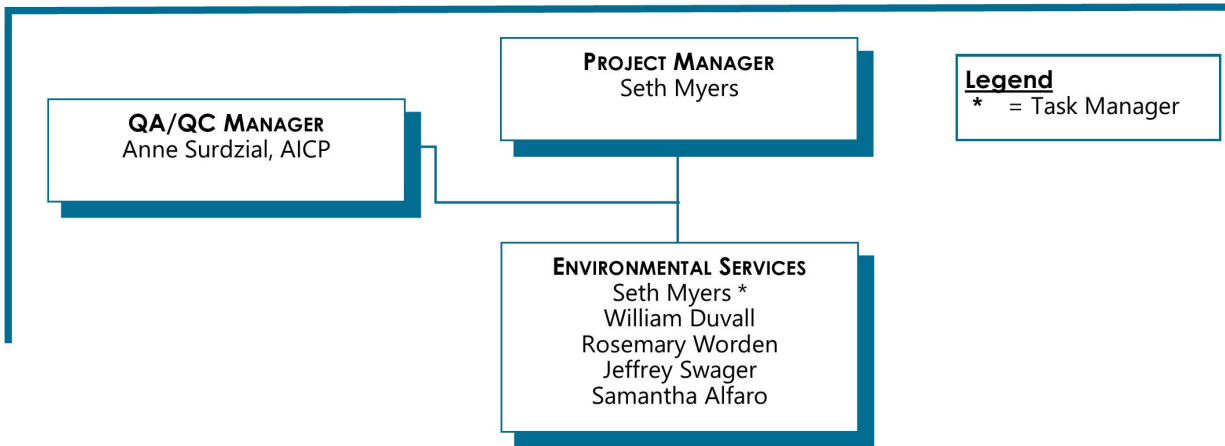
Brief History of Organization

Sugnet & Associates was established in 1987 and in 1998 was purchased by employees and incorporated as ECORP Consulting, Inc. (ECORP). ECORP assists public and private clients with a wide range of environmental services including technical studies for biological and cultural resources, air quality, greenhouse gas, noise, water resources, land use planning, and regulatory compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Clean Water Act, federal and state Endangered Species Acts, National Historic Preservation Act (NHPA), and other laws and regulations. ECORP provides support over the life of a project from initial baseline studies; to environmental planning and review, permit negotiation, liaison with resource agencies, and mitigation design; and through to construction monitoring, and compliance reporting. ECORP will provide the Coachella Valley Association of Governments (CVAG) with an experienced team of more than 100 air quality/greenhouse gas specialists, noise analysts, CEQA and NEPA specialists, environmental permitting specialists, environmental analysts, terrestrial and aquatic biologists, wetland specialists, air quality/greenhouse gas/noise analysts, archaeologists/cultural resources specialists, architectural historians, and geographic information system (GIS) specialists to meet the needs of the City.

Founded in 1987, ECORP is committed to excellent service and client satisfaction. To ensure the success of our clients' projects, we use a combination of well tested practices. We build the best team for the job, drawing from our own professionals and a large network of relationships with other technical and scientific experts. We then implement a carefully honed project management approach based on a client-focused, responsive, and results-driven philosophy.

Organization Chart/Size

ECORP Team organization chart below, which outlines how the ECORP Project Manager and staff will be structured for this assignment. ECORP currently has 134 employees and proposes six key employees for this study.



ECORP Team Organization Chart

Capability and Commitment

The ECORP team is committed to the timely completion of all Task Orders for this contract and has a proven track record of performing similar work with complex issues and tight deadline. Key members of the team for this contract (Seth Myers and William Duvall) are available to provide approximately 50 percent of their time to this program during its duration and proposed key personnel are available for 40 percent of their time. All proposed personnel will be available for up to 100 percent of their time for short periods during the life of the contract.

ECORP has held numerous contracts with federal, state, regional and local agencies that require multi-agency collaboration and coordination with government land managers, resource agencies, utilities, tribes, and the concerned public. Examples of these contracts include as-needed environmental contracts for the California Real Estate Services Department, several Caltrans districts, the California Public Utilities Commission, and State Parks; and numerous projects for water districts, flood control districts, school districts, counties, and cities throughout southern California. We have worked in all counties in the southern California and have excellent working relationships with the regulatory agencies, federal landowners, and local governments.

ECORP team members are specialists in their respective technical disciplines. Project Manager and Air Quality Task Manager, **Seth Myers**, is involved in the preparation of a full range of environmental compliance and planning documents as well as planning activities such as municipal code updates and design review. He specializes in the technical fields of air quality, energy consumption, greenhouse gas emissions, noise, and arboriculture. He is currently the Air Quality Task Manager for ECORP’s on-call environmental services contract with Coachella Valley Water District. As a senior environmental planner for ECORP and the Project Manager for this effort, Mr. Myers will provide direct hands-on oversight of the Project. He will provide primary quality control for all products resulting from the effort and will serve as the liaison and direct contact for the ECORP team’s work.

William Duvall, is an atmospheric scientist with more than 13 years of experience in the environmental field, based southern California. A recognized meteorological and air quality expert, Mr. Duvall is a highly responsive scientist who brings a strategic, yet pragmatic, approach to projects.

He frequently utilizes legacy commercial and open source technologies to implement and maintain environmental data monitoring systems. His attention to detail and clear and concise presentation of information is complemented by his confident, yet approachable, presentation skills.

The Air Quality services group of ECORP contains more than thirty years of combined experience, providing public agency staff services, environmental analysis and studies, and technical studies for private-sector clients. ECORP is a multidisciplinary organization and our Air Quality services group works collaboratively with biologists, archaeologists, CEQA personnel, and agency staff to complete environmental studies and planning documents. We are committed to working with CVAG staff to provide needed materials and data required to complete a thorough and comprehensive study and are confident that we will deliver the highest level of service and value through our responsiveness, diligent project management, and technical excellence. We promise the CVAG the following:

- ◆ Dedication and high-priority service
- ◆ Open communication and personalized attention
- ◆ Awareness of the need to balance schedules and cost
- ◆ Technically and legally sound documentation
- ◆ No substitution of key staff with junior or underqualified staff
- ◆ A positive and collaborative working relationship among team members
- ◆ A commitment to excellence

Existing Agreements

ECORP has several existing agreements with other agencies to provide similar services. Currently, ECORP is contracted with the Los Angeles County Department of Public Works to quantify sediment haul truck fleet emissions from a sediment removal project behind Devil's Gate Dam in Pasadena and in doing so identify the least efficient (most polluting) haul trucks in the fleet for dismissal from Project sediment hauling activities. Led by Seth Myers, the ECORP Air Quality services group accomplishes this task this based on emission rate data collected from a sampling of individually tested trucks from the sediment hauling fleet, as further categorized by model year and engine type. In addition to completing air quality-related studies for the Los Angeles County Department of Public Works' sediment hauling activities, ECORP also conducts noise monitoring of these same activities to determine the noise generated during sediment loading activities in comparison with the existing ambient noise environment.

William Duvall has been the contracted operations and maintenance manager of the Port of Los Angeles and Port of Long Beach regulatory grade monitoring networks, where for over ten years he has been in charge of leading the effort to digitize the stations enabling remote quality assurance of instruments reducing downtime and travel costs. Under these contracts, he has created various data visualization and analysis methodologies utilizing data collected from the instruments in this monitoring program along with various government data sources including USEPA's AirNow and CARB's AQMIS2.

Mr. Duvall has also contracted as an air quality engineer responsible for meteorological data processing for each the Port of Los Angeles and Port of Long Beach (ECORP is currently in the process of renewing these contracts through Leidos Engineering). Mr. Duvall utilized Python and

batch files in combination with AERMET executable to streamline and automate data processing and quality assurance, which were approved by the South Coast Air Quality Management District (SCAQMD).

References

Devil's Gate Sediment Haul Project Litigation Support, Los Angeles County – County of Los Angeles Department of Public Works

Reference: Fahim Rahimi, Los Angeles County Public Works, 900 South Fremont Avenue, Alhambra, CA 91803, Phone: (626) 458-4964

ECORP, as a full-service environmental, permitting, and resource firm under contract with the County of Los Angeles Department of Public Works, is providing air quality analysis, noise monitoring, and biological monitoring at the Devil's Gate Reservoir during ongoing sediment removal and hauling activities. Seth Myers is the task manager for the air quality analysis and noise monitoring tasks.

Peabody and Cliffside Apartments, Solano County – Real Estate Consultant Group

Reference: Russ Shaw, Real Estate Consultant Group, P.O. Box 1569, Oakhurst, CA 93644, Phone: (559) 683-3764

ECORP prepared a peer review of a health risk assessment that was completed by the lead agency to assess the potential risks associated with locating an apartment complex in close proximity to a major gasoline dispensing facility, a major highway (Interstate 80), and several arterial surface streets. In the first step of this process, ECORP prepared an independent health risk assessment in order to compare against the one completed by the lead agency. ECORP additionally prepared assessments surrounding several different Project scenarios involving differing Project designs for use by the client. ECORP staff provided client presentations to educate client staff on the overall health risk assessment process, varying methods available for properly calculating air toxic dispersion and health risk calculation options.

Ports of Los Angeles and Long Beach Air Quality Monitoring and Meteorological Data Processing, Los Angeles County – Leidos

Reference: Joel C. Torcolini, Leidos, 4161 Campus Point Court, San Diego, CA 92121, Phone: (858) 826-2732

ECORP staff member, William Duvall (while employed elsewhere), digitized the Port of Los Angeles three-station regulatory grade monitoring networks and the Port of Long Beach two-station regulatory grade monitoring networks in order to enable remote quality assurance of instruments thereby reducing downtime and travel costs. He created various data visualization and analysis methodologies utilizing data collected from the instruments in this monitoring program along with various government data sources. Will has also been responsible for meteorological data (AERMET) processing on five years of data for each of the six Port of Los Angeles and Port of Long Beach monitoring sites. In addition to these two ports, he installed and connected multiple 'low cost' purple air sensors to explore the potential for expanding monitored area around the Port of Hueneme. Mr.

Duvall studied the relationship between data gathered via low-cost sensors in comparison to regulatory grade sensors using various post processing techniques in python including timeseries Neural Networks and XGBoost utilizing Pytorch, Sklearn and other open source python libraries.

Proposed Project Personnel

As the ECORP Team's Project Manager, Seth Myers will provide the leadership and close coordination with CVAG and all other parties needed to successfully complete the project. He will be the primary point of contact for CVAG and will ensure proactive communication and competence of all analyses and Project deliverables through a rigorous quality assurance/quality control process.

Seth Myers – Project Manager. With 15 years of experience as an environmental planner and air quality analyst, Mr. Myers is involved in the preparation of a full range of environmental review studies. He oversees the activities and work of ECORP's Air Quality services group and provides senior-level project management services. He has extensive expertise conducting air quality analyses and is proficient in the use of CalEEMod, EMFAC, AERMOD, AP-42 and other industry standard emissions calculation tools. In addition, Mr. Myers prepares implementation documents and programs such as zoning ordinance updates, design review programs, and planning program guidelines, while also specializing in the analysis of emissions-reduction projects. Such projects pose unique challenges to conducting technical emissions-related calculations since they vary so widely as to outpace traditional model default options. Seth's years of experience and exposure to such studies has provided him the know-how to adequately replicate all the proposed actions involved with a specific emission-reduction program in order to disclose the most representative predictions and estimates. Mr. Myers is a highly responsive project manager who brings a strategic, yet pragmatic, approach to projects. His attention to detail and clear and concise writing style is complemented by his confident, yet approachable, presentation skills.

Anne Surdzial, AICP – QA/QC Manager. Ms. Surdzial is an environmental analyst with 30 years of experience in the planning field. As Operations Manager for ECORP's full-service Inland Empire office, she is responsible for a staff of environmental analysts, biologists, archaeologists, GIS analysts, and support staff. Much of her experience focuses on the environmental analysis of water, wastewater, transportation, and energy infrastructure projects for a variety of federal; state, regional and local agencies; and private clients. Her expertise includes management of large, on-call environmental programs for public agencies, requiring the completion of multiple, simultaneous task orders and management of multiple internal project teams and subcontractors. She is also experienced in land use planning and historic preservation issues and has worked for public planning departments. Her clients in the Coachella Valley include Coachella Valley Water District, Riverside County, the cities of Desert Hot Springs and Indian Wells, and the Bureau of Land Management.

William Duvall – Atmospheric Scientist. Mr. Duvall is an Atmospheric Scientist with more than 13 years of experience in the environmental field. His specialties include meteorological and air quality monitoring; health risk assessments; air quality data visualization; environmental data engineering; and air quality permitting. He has prepared environmental documents, including EIR/EISs, Air Quality Impact Assessments (AQIAs), and Air Quality Permit applications for various government, industrial and commercial organizations. He frequently utilizes legacy commercial and regulation-based

software and hardware along open source technologies to implement efficient solutions for complex projects. He has taken part in multiple projects in Southern California including San Diego and Los Angeles counties.

Mr. Duvall has extensive experience with various forms of particulate sampling, including the collection of speciate samples on quartz filters, semi-realtime sampling with Beta Attenuation Monitors (BAMs) and next generation real time monitoring with T-640 multi-wavelength sensors. He is particularly interested in the relationship between data collected by multiple instruments, meteorological data and composition data. He is very comfortable gathering data from various online data sources and regulatory agencies. During previous projects, he has submitted various data sets to the SCAQMD including speciated particulate data and processed meteorological data.

Rosemary Worden – Associate Air Quality Planner. Ms. Worden is an Associate Air Quality Planner with experience in conducting related analyses. She has excellent analytical, reasoning, research skills and thrives on challenges and the opportunity to expand her expertise into new areas.

Jeffery Swager – Associate Air Quality Planner. Mr. Swager has 16 years of experience in the field of Environmental Science, Ecology and GIS. His experience includes GIS database design, data management, computer-based cartography, geoprocessing/spatial analysis; Global Navigation Satellite Systems (GNSS) data collection; and app-based field data collection. Mr. Swager has extensive knowledge in the use of ESRI ArcGIS suite of products and GNSS products from Trimble, EOS and Juniper, as well as data integration into popular formats such as AutoCAD, Google Earth, QGIS, Google Maps and Garmin MapSource. Mr. Swager has worked on projects throughout California and Nevada for both private and public clients. Mr. Swager's work has covered a wide array of topics including jurisdictional delineations, special-status species and cultural resources, many in support of large infrastructure projects, specific plans and regional conservation efforts.

PROJECT UNDERSTANDING

Street surface pollution can result in multiple pollution issues primarily in the air and water. Surface runoff can enter the water stream and pick up various pollutants deposited on the streets. In addition, fine particulate matter can be created from vehicle traffic on the dust filled roads. Thus, it is common practice to perform street sweeping to remove the road dust. The Coachella Valley region has been performing street sweeping for over 30 years to alleviate the effects of road dust on human health and the environment.

The Coachella Valley was once a vast sea of sand resulting from a natural sand migration process that carried sand to the valley floor from the surrounding mountains via desert washes including the Whitewater River. Today, the Coachella Valley is a rapidly growing urban area with only remnants of the former sand dune system remaining. Though sand dunes are much more limited, the movement and deposition of desert sands continues across the network of roads on the valley floor. Known as "blowsand" this sand migration has direct and indirect effects on air quality, producing particulate matter with a diameter less than 10 microns (PM₁₀) in two ways: 1) direct particle erosion and fragmentation, known as natural PM₁₀, and; 2) secondary effects -- as sand deposits on road surfaces are ground into PM₁₀ by moving vehicles and resuspended in the air, as man-made PM₁₀.

Blowsand events have a direct and indirect effect on air quality resulting in the suspension of fine particulate matter into the atmosphere. Blowsand is created by wind systems that transport sand masses from a source area to a location downwind. Blowsand events have a large effect on the road dust concentrations in the Coachella Valley. During the windy season, blowsand covers the roadway and dust fills the air. The blowsand process varies considerably over time, depending on the availability of flood-provided sand, fluctuations in the transporting wind regime, and to a lesser extent, changes in vegetative cover. Blowsand events can be particularly intense when major wind events follow downpours. The months of March to May have been identified as Blowsand Peak Season in the Coachella Valley. Once having entered the Coachella Valley, the winds tend to dissipate rapidly in the southeasterly direction. For instance, upon reaching the lower portion of the Whitewater River channel near the City of Indio, wind velocities have reduced and dissipated to a level incapable of transporting significant quantities of sand.

Multiple Studies have been conducted on the frequency and affected area from blowsand events. These studies have identified a “blowsand zone” which signifies the region most affected by the blowsand. In addition, multiple years of traffic analysis have been made available throughout the Coachella Valley on CVAG’s website. Both the “blowsand zone” and the traffic data can be viewed on a map using GIS software. GIS software also allows for the combination of layers and analysis of data from multiple datasets together.

In the Coachella Valley, PM₁₀ is one of the primary air pollutants of concern. PM₁₀ is classified as a “criteria air pollutant” by the U.S. Environmental Protection Agency (USEPA), which means the pollutant has been identified as one that is known to harm health and is federally regulated through the Clean Air Act. The principal health effects of airborne PM₁₀ are on the respiratory system. Short-term exposure of high PM₁₀ levels are associated with premature mortality and increased hospital admissions and emergency room visits. Long-term exposure is associated with premature mortality and chronic respiratory disease. Some people are much more sensitive than others to breathing PM₁₀. People with influenza, chronic respiratory and cardiovascular diseases, and the elderly may suffer worse illnesses; people with bronchitis can expect aggravated symptoms; and children may experience decline in lung function due to breathing in PM₁₀. PM₁₀ originates from natural and man-made sources which can generally be identified using the composition of the PM.

The primary mechanism for federal regulation of “criteria pollutants” are the National Ambient Air Quality Standards (NAAQS). Coachella Valley is listed as a Serious – Nonattainment area for PM₁₀ by the USEPA. In addition to the federally mandated NAAQS, there are California Ambient Air Quality Standards (CAAQS) established in the California Code of Regulations (CCR). The Coachella Valley is also classified as Nonattainment for PM₁₀ under the CAAQS.

The Coachella Valley portion of the Salton Sea Air Basin is located within in the SCAQMD service territory. The SCAQMD is responsible for implementation and enforcement of local, state and federally mandated air quality regulations. The agency’s primary responsibility is ensuring that national and state air quality standards are attained and maintained in the air basin. The SCAQMD is also responsible for adopting and enforcing rules and regulations concerning air pollutant sources, issuing permits for stationary sources of air pollutants, inspecting stationary sources of air pollutants, responding to citizen complaints, monitoring ambient air quality and meteorological conditions,

awarding grants to reduce motor vehicle emissions, and conducting public education campaigns, as well as many other activities. The SCAQMD also conducts multiple monitoring and other scientific studies in the region to further understand the sources, affects, and dynamics of atmospheric pollutants. In addition to the atmospheric data collected by SCAQMD, CVAG has conducted multiple transportation studies in the Coachella Valley region, including Traffic Census Reports, the latest Active Transportation Plan, and the Non-Motorized Transportation Plan.

ECORP understands that the Coachella Valley region has been performing street sweeping for over 30 years to alleviate the effects of road dust on human health and the environment. The street sweeping program is coordinated through CVAG's Street Sweeping Task Force, composed of representatives of Coachella Valley cities and Riverside County. The street sweeping program is an essential part of the regional efforts to comply with the Coachella Valley State Implementation Plan (CVSIP), which seeks to reduce PM₁₀ in the Valley. This street sweeping program has minimized the amount of time that blowsand remains on paved roadway surfaces and thus reduces the localized concentrations of PM₁₀ affecting the region, making street sweeping one of the primary air quality control measures to reduce PM₁₀. However, no annual quantification of the volume of sand collected from Coachella Valley roadways has been conducted and the total PM₁₀ emissions reductions accomplished by street sweeping have not been calculated. The purpose of the Street Sweeping Effectiveness Study is to evaluate the existing street sweeping program using existing blowsand and traffic data, gather information on other street sweeping programs, and suggest modifications or changes to improve the effectiveness of the program in reducing the amount of blowsand in drive lanes.

SCOPE OF WORK

ECORP will conduct a study investigating the current effectiveness, problem areas, and possible improvements to the CVAG street sweeping program. ECORP will utilize the previous "Strategic Street Sweeping Study CVAG" conducted in 1993 as a basis for the study methodologies including the "blowsand zone" identification. The primary focus of the study will be to identify any areas for improvement to the current street sweeping program and to assess and/or update the findings in the 1993 study. The study will include a combined analysis of available traffic, air quality, and meteorological data from sources as identified by the CVAG and approved by SCAQMD. In preparation for this study ECORP will compose data request(s) to the SCAQMD for relevant data not publicly available. Prior to the implementation of the study, the study design completed by ECORP will be submitted to the CVAG Street Sweeping Task Force (and SCAQMD if necessary) for review. "Cities and Counties" included in this study will be Indian Wells, Rancho Mirage, Palm Desert, Desert Hot Springs, Indio, Cathedral City, Coachella, Palm Springs, La Quinta and the portion of the County of Riverside within the Coachella Valley.

The scope of work for this study is outlined in the following task list and explained in detail below:

- Task 1: Gather Necessary Data
 - o SCAQMD Data Request
 - o Gather Relevant Academic Reports

- Task 2: Highest ADT Existing Roads and Intersection Inventory
 - o Gather ADT Report Data Shapefiles from CVAG
 - o Combine Geo-Referenced Traffic with Blowsand Area
- Task 3: Existing Service Evaluation
 - o Obtain and Analyze Costing and Operational Data from Existing Contracts
 - o Gather Quotes from Any Competitors if Available
- Task 4: Street Sweeping Survey of Comparable Areas
 - o ECORP to Draft Template for Agency Data Request
 - o CVAG Approve Data Request and ECORP to Send to Listed Agencies
- Task 5: Effectiveness Evaluation and Cost Benefit Analysis
 - o Combine Data from Tasks 2 and 3 and Analyze in Context of Tasks 1 and 4
- Task 6: Review and Analyze Results
 - o Incorporate Findings from Above Tasks in Report Format
 - o Submit Draft Report for CVAG to Review
- Task 7: Final Report Preparation
 - o Address any Comments from CVAG
 - o Submit Final Report

Multi-year traffic data consisting of Average Daily Trips (ADTs) made available online by CVAG combined with the “blowsand zone” identified in previous studies will be utilized to identify areas of concern for excessive PM₁₀ entrainment after blowsand events. This data will be presented graphically and in table format. Areas of concern from the previous study will be compared to areas of concern identified in the proposed study to recognize any new areas. All traffic data will be provided by the CVAG and no additional traffic analysis will be conducted by ECORP for this report. Previous studies used to identify the blowsand zone will include, but not be limited to, the *Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley* (Baker 2020) and *Initial Blowsand Study for the Coachella Valley* (SCQAMD 1992) study coupled with any data provided by CVAG and SCAQMD.

Using the analysis on ADTs in relation to the “blowsand zone”, the previous methodology for prioritizing areas of concern will be revised if necessary. The population of the Coachella Valley has increased since the previous PM₁₀ Street Sweeping Study and the ADT thresholds could potentially need to be revised. However, the blowsand events and meteorology will be assumed to be constant. Using the new prioritization parameters, the street sweeping areas will be re-prioritized and the results will be presented and discussed in the study. Discussion on post-event clean up and further potential street sweeping enhancements will be included in this section of the study.

Publicly available meteorological and particulate data will be obtained from the Palm Springs and Indio SCAQMD monitoring stations. SCAQMD modeled PM₁₀ data will be gathered from Final PM₁₀ redesignation documentation and any other modeled PM₁₀ data will be included in the data request. This data will be aggregated and presented in the context of blowsand events and any significant changes in the street sweeping program. Any long-term trends will be identified, discussed, and presented graphically in the study. Timeseries graphs presenting data aggregated over specified time periods will be the primary method to graphically analyze the PM₁₀ data.

A review of current street sweeping technology will be conducted using regulatory and academic sources. Using the information found during the review, the status of the CVAG street sweeping program will be conducted. Sources of this review will include, but not be limited to, the Journal of the Air and Waste Management Association; any available information from the USEPA and CARB; and current local, State, and federal regulations. The findings of this review will be forwarded to the SCAQMD and their opinion of the findings and any additional information they can supply will be requested.

A template will be drafted and tailored and sent to no less than seven representative regional agencies to request information and any lessons learned on their street sweeping programs. The regions will include but not be limited to San Joaquin Valley, Great Basin NV, Clark County NV, Spokane, WA, Washoe County, NV, Maricopa County AZ, and the Colorado Health Department.

Through the research review and any correspondence with similar regional agencies, the current practices of CVAG's enhanced street sweeping program will be analyzed. Much of the data on the current enhanced street sweeping program in the Coachella Valley has been included with the Request for Proposal (RFP) for this study and any additional necessary data will be requested by ECORP from CVAG. A determination of the effectiveness of the current program will be made using this analysis and presented to the SCAQMD in the form of a draft report. Any comments from the SCAQMD will be addressed and any necessary revisions will be made for a final report.

Costing information will be presented from data provided by CVAG and the street sweeping vendors. ECORP will request quotes for post blowsand event cleanups from the current street sweeping vendor and any available competitors. This information will be combined with the potential benefits of these services as a cost-benefit analysis. In addition, monitoring and measuring techniques from the research review and agency correspondence will be compiled and a recommendation will be included in the report to track effectiveness of the CVAG street sweeping program.

Utilizing emission factors developed via AP-42, EMFAC and other regulatory sources and models, a review of the effectiveness of street sweeping schedules will be conducted. Any available data from the SCAQMD emissions inventory(s) will also be utilized. As with other sections of this study, the analysis will be sent to the SCAQMD for any comments/suggestions prior to submittal of the final report.

As mentioned above, throughout the preparation of the study the CVAG Street Sweeping Task Force and SCAQMD will be consulted. ECORP will incorporate or address any comments or concerns from both organizations. Once the SCAQMD and CVAG Street Sweeping Task Force have reviewed the draft study report, ECORP will prepare and submit a response to comments (RTC). After the RTC is approved by CVAG a final report will be drafted and submitted by ECORP.

ATTACHMENT A

Resumes of Key Personnel

Order of Presentation:

1. Seth Myers – Project Manager
2. Anne Surdzial – Quality Assurance
3. William Duvall – Atmospheric Scientist
4. Rosemary Worden – Associate Air Quality Planner
5. Jeffery Swagger – Associate Air Quality Planner

Seth Myers

Project Manager

With 15 years of experience as an environmental planner and air quality analyst, Mr. Myers is involved in the preparation of a full range of environmental review studies. He oversees the activities and work of ECORP's air quality services group and provides senior-level project management services. He has extensive expertise conducting air quality analyses and is proficient in the use of CalEEMod, EMFAC, AERMOD, AP-42 and other industry standard emissions calculation tools. In addition, Mr. Myers prepares implementation documents and programs such as zoning ordinance updates, design review programs, and planning program guidelines, while also specializing in the analysis of emissions-reduction projects. Such projects pose unique challenges to conducting technical emissions-related calculations since they vary so widely as to outpace traditional model default options. Seth's years of experience and exposure to such studies has provided him the know-how to adequately replicate all the proposed actions involved with a specific emission-reduction program in order to disclose the most representative predictions and estimates.

Education

BA, Environmental Studies and Planning (Minor in Biology) | Sonoma State University

Registrations, Certifications, and Affiliations

- Certified Arborist, International Society of Arboriculture (WE 7501A)
- San Joaquin Valley Air Pollution Control District Regulation VIII Dust Control Certification

Representative Professional Experience

Clubhouse (Salton Sea Plot Studies) Project, Imperial County – Imperial Irrigation District (2021). The Imperial Irrigation District is proposing the development of groundwater wells and associated features to establish and sustain vegetation cover and waterless dust control measures on 128.71 acres of the exposed Salton Sea playa to reduce air quality risks from emissive particles. Analyzed the Project-related effects associated with air quality, greenhouse gas emissions, and noise.

San Felipe (Salton Sea Plot Studies) Project, Imperial County – Imperial Irrigation District (2021). The Imperial Irrigation District is proposing the development of groundwater wells and associated features to establish and sustain vegetation cover and waterless dust control measures on 375 acres of the exposed Salton Sea playa to reduce air quality risks from emissive particles. Analyzed the Project-related effects associated with air quality, greenhouse gas emissions, and noise.

Devil's Gate Sediment Haul Project Litigation Support, Los Angeles County – County of Los Angeles Department of Public Works (2018-Ongoing). As an emissions analyst, provides Public Works staff with emissions quantification of actual haul truck fleet based on field tested vehicle emission rates and real distances to dump sites. Identifies the least efficient (most polluting) haul trucks for possible dismissal from

Project sediment hauling activities. Duties have included data reports and live presentations. As a noise analyst, Mr. Myers has additionally provided sediment hauling noise monitoring to evaluate the increase of noise experienced at neighboring residences.

Ontario Avenue Widening Project, Riverside County – City of Corona (2020). Prepared an air quality, greenhouse gas emissions, and noise impact assessment for the Ontario Avenue Widening Project (Project), which includes a congestion relief effort involving the widening of an approximately 2,000 feet portion of Ontario Avenue in the City of Corona. The severity of impacts was determined based upon the comparison of AM and PM peak hour vehicle idling times during existing conditions and post-Project implementation conditions.

Coachella Valley Water District Sanitation Master Plan Update, Riverside & Imperial Counties – Coachella Valley Water District (2020). Prepared assessments of air quality, greenhouse gas emissions, energy consumption, and noise for a comprehensive Capital Improvement Program consisting of recommendations to refurbish existing assets, optimize operations, and satisfy projected capacity needs of all Coachella Valley Water District sanitation facilities (collection system including gravity pipelines, force mains, lift stations, and five water reclamation plants) in a phased program to be implemented in five-year implementation phases between 2021 to 2040.

SPARC Program, San Bernardino County – County of San Bernardino Planning Department (2015). Emissions analyst for the Project that would include the creation of the Renewable Energy and Conservation General Plan Element with the intent to facilitate the efficient use of energy and to manage and guide the development of renewable energy in the unincorporated county. Specifically, the purpose of the element is to clarify the County's collective community, environmental, and economic values for renewable energy and efficiency; articulate what the County will strive to achieve and avoid through energy conservation, energy efficiency, and renewable energy development; establish goals to manage renewable energy resources and development; and identify a set of standards to guide the regulatory system for renewable energy.

Imperial County General Plan Conservation and Open Space Element Update, Imperial County – County of Imperial Planning Department (2014-2015). Prepared the air quality and climate change subsection for the updated General Plan Element. The discussion focused on issues particular to Imperial County, such as the shrinking Salton Sea and the associated effects to air quality and public health, the International Border Crossing's effects to air quality and public health, and pollutant migration into the county from San Diego, Arizona, and Mexico.

Renewable Energy Streamlining Program EIR, San Luis Obispo County – County of San Luis Obispo (2014). Emissions analyst for the EIR to evaluate the effects of a County process for streamlining the development of renewable energy projects in suitable locations and minimal environmental impacts. The process includes the creation of a Renewable Energy Combining Designation that identifies locations where certain renewable energy facilities will qualify for permit streamlining if they meet specified standards and conditions for project size, site characteristics, and environmental protections.

Anne Surdzial, AICP

QA/QC Manager

Ms. Surdzial is an environmental analyst with 30 years of experience in the planning field. She has prepared and managed the preparation of ISS/EAs and EIRs/EISs for a variety of projects subject to review under CEQA and NEPA. As Director of CEQA/NEPA Services for ECORP, she is responsible for ensuring consistency and quality of all CEQA and NEPA products companywide. As Operations Manager for ECORP's full-service Inland Empire office, she is responsible for a staff of environmental analysts, biologists, archaeologists, GIS analysts, and support staff. Much of her experience focuses on the environmental analysis of water, wastewater, transportation, and energy infrastructure projects for a variety of federal; state, regional and local agencies; and private clients. Her expertise includes management of large, on-call environmental programs for public agencies, requiring the completion of multiple, simultaneous task orders and management of multiple internal project teams and subcontractors. She is also experienced in land use planning and historic preservation issues and has worked for public planning departments.

Ms. Surdzial's alternative energy experience includes BLM Plan of Development preparation support, temporary land use application, conditional use permit, and CEQA/NEPA support. She has also provided third-party review of wind and solar EISs and EIS/EIRs. Ms. Surdzial also has expertise in land use and visual analyses. Her visual analyses experience has included the use of U.S. Forest Service and U.S. Bureau of Land Management (BLM) methodologies, as well as customized analyses.

Ms. Surdzial has conducted Environmental Justice analysis for numerous projects with federal funding since the implementation of federal Environmental Justice requirements in 1994. Projects have ranged in size from parcels of less than 1 acre to project areas of approximately 650,000 acres, and have included transportation and property transfer projects for various federal and regional agencies.

Education

B.S., Environmental Science, University of California, Riverside

Registrations, Certifications, Permits and Affiliations

- American Institute of Certified Planners (AICP), July 1994, Certificate No. 11097
- Awards Jury Member, California Association of Environmental Professionals State Awards Program (2012, 2016-2020)
- Association of Environmental Professional CEQA workshops, updated annually
- American Planning Association
- Association of Environmental Professionals
- Association of Women in Water, Energy, and Environment

Professional Experience

Salton Sea Vertical Tube Evaporation Pilot Project IS/MND, Imperial County – Salton Sea Authority.

As Deputy Project Manager and Lead Environmental Analyst, responsible for the preparation of this IS/MND for a pilot project to improve water quality at the Salton Sea. The Salton Sea is an excessively

salty, nutrient-rich lake in a closed basin. The Sea exists primarily due to continued agricultural drainage from the Imperial, Coachella, and Mexicali valleys and smaller contributions from municipal effluent and storm water runoff. The purpose of the pilot project is to demonstrate the feasibility of reducing the salinity of the Sea water by using geothermal steam, rejected from power turbines at the CalEnergy geothermal plant, to drive the desalination process using vertical tube evaporation (VTE). The main objectives of this pilot project are to demonstrate the feasibility of the proposed multi-effect desalination process and to obtain needed test data with the pilot plant.

On-Water Fish Recovery Pilot Project IS/MND, Imperial County – Salton Sea Authority. The fish community in the Sea experiences large, periodic die-offs. The Salton Sea Authority is proposing to conduct an on-water fish recovery pilot project, which consists of removing fish from the surface of the sea during die-off events. Removing the fish would reduce odors and nutrients from the Sea. The pilot project would determine what effect fish recovery would have on the water quality in the Salton Sea. Lead environmental analyst for the preparation of the Initial Study for this pilot project.

Salton Sea Restoration EIS/EIR, Riverside and Imperial Counties. As Technical Lead, responsible for the public services and utilities sections of the congressionally funded effort to reclaim the Salton Sea. The objectives of the effort are to maintain the use of the Sea as an agricultural drainage reservoir, stabilize salinity and elevation levels, and reclaim, in the long term, healthy fish and wildlife resources and habitats. Also assisted in the evaluation of over 30 alternatives to determine which would be included in the EIS/EIR.

Program EIR for the Sanitation Master Plan Update, Riverside and Imperial Counties – Coachella Valley Water District as a subcontractor to CDM Smith (2021). QA/QC for a Program EIR for a Sanitation Master Plan Update for the Coachella Valley Water District. The Master Plan provides a comprehensive capital improvement program (CIP) consisting of recommendations to refurbish existing assets, optimize operations, and satisfy projected capacity needs of all sanitation facilities (collection system including gravity pipelines, force mains, lift stations, and the five water reclamation plants [WRPs]) in a phased program to be implemented in five-year implementation phases between 2020 to 2045.

On-Call Environmental Services Contract, Riverside County – Coachella Valley Water District (2018-ongoing). Program Manager for an as-needed environmental services contract to provide CEQA/NEPA, biology, cultural resources, regulatory permitting, air quality/greenhouse gas, noise, and GIS services for a variety of water, wastewater, and flood control projects in the Coachella Valley Water District's service area.

On-Call Environmental Services for the City of Indian Wells, Riverside County – City of Indian Wells (2017). Project Manager for an on-call contract to provide general environmental services to the City.

CEQA Documentation and Supporting Technical Studies for the Coachillin' Anaerobic Digester, Riverside County – Coachillin Holdings, LLC. (2019). Project Manager for environmental review for an anaerobic digester located on 9.76 acres in the City of Desert Hot Springs. The facility will be capable of processing 50 to 250 tons of greenwaste per day. It will recycle organic waste into approximately 7 megaWatts (MW) of electricity. ECORP prepared a biological resources study in compliance with the Coachella Valley MSHCP, cultural resources study, jurisdictional delineation, and an air quality/greenhouse gas study for the project. The IS/MND was tiered from CalRecycle's Statewide Program EIR for Anaerobic Digesters.

William Duvall

Atmospheric Scientist

Mr. Duvall is an Atmospheric Scientist with more than 13 years of experience in the environmental field primarily based southern California. His specialties include meteorological and air quality monitoring; health risk assessments; air quality data visualization; environmental data engineering, and air quality permitting. He has prepared environmental documents, including Environmental Impact Reports/Studies (EIR/EIS), Air Quality Impact Assessments (AQIAs), and Air Quality Permit applications for various government and commercial organizations. He frequently utilizes legacy commercial and open source technologies to implement and maintain environmental data monitoring systems.

Education

B.S., Environmental Engineering, San Diego State University, California

Professional Affiliations and Certifications

- 2007 Engineer in Training (California)

Professional Experience

CPS Energy Water Level Monitoring Pilot Project, San Antonio, Texas – CPS Energy (2016–2018). Mr. Duvall set up a water level sensor accessible via internet connection utilizing commodity data transmission and collection hardware for a CPS energy pilot project. The purpose of this pilot project was to determine the feasibility of real time water level data for various operational uses. This project was conducted for the CPS emerging technologies department and work was performed concurrently with air quality and weather monitoring projects. Equipment and data collection systems used for weather monitoring were used for water level sensor testing. A Campbell Scientific sonic water level sensor was used for the water level measurement.

Ports of Los Angeles and Long Beach Air Quality Monitoring, Los Angeles County – Ports of Los Angeles and Long Beach (2011–2021). Operations and maintenance manager of the POLA three-station and POLB two-station regulatory grade monitoring networks. Lead the effort to digitize the stations enabling remote QA of instruments reducing downtime and travel costs. He has created various data visualization and analysis methodologies utilizing data collected from the instruments in this monitoring program along with various government data sources including EPA's AirNow and CARB's AQMIS2.

Port of Hueneme Air Quality Monitoring Station, Ventura County – Port of Hueneme (2019–2021). Mr. Duvall purchased, installed, and operated regulatory grade air quality monitors at Art Haycox Elementary in South Oxnard. In addition, he installed and connected multiple 'low cost' purple air sensors to explore the potential for expanding monitored area. Mr. Duvall studied the relationship between data gathered via low-cost sensors in comparison to regulatory grade sensors using various post processing techniques in python including timeseries Neural Networks and XGBoost utilizing pytorch, sklearn and

other open source python libraries. Mr. Duvall also has developed various python based data visualization methods to combine onsite wind data with collected concentration data to gain further insight into local air quality.

Port of Long Beach (POLB) and Port of Los Angeles (POLA) AERMET Processing, Los Angeles County – POLA and POLB (2017–2018). As an air quality engineer responsible for AERMET processing on five years of data for each of the six POLA and POLB monitoring sites. Mr. Duvall utilized python and batch files in combination with AERMET executable to streamline and automate data processing and quality assurance which were approved by the South Coast Air Quality Management District (SCAQMD).

Defense Logistics Agency (DLA) Mobile Source Compliance Support, California – DLA (2014). As an air quality engineer, Mr. Duvall conducted site visits at several DLA facilities to gather data on a compliance audit for all mobile sources regulated by the CARB LSI and DOORS programs. Mr. Duvall compiled data for LSI fleets to verify compliance with CARB's LSI regulation.

Mitsubishi Cement Plant (MCP) Modeling, Los Angeles County – Port of Long Beach (2014). As an air quality engineer tasked with conducting dispersion and health risk modeling for the Port of Long Beach MCP project. Modeling work included utilizing multiple meteorological domains for dispersion modeling, ozone limiting method (OLM) modeling for NO₂ AQIS and producing and applying unitized AERMOD output files to the HARP health risk model. Also produced NO₂ and ozone data sets to be used for the OLM and as background data.

Malibu Canyon Wind Monitoring Study, Los Angeles County – Crown Castle (2014–2016). Mr. Duvall played a key role in Malibu wind monitoring station design and installation. Mr. Duvall was responsible for equipment procurement and installation of the three wind monitoring sites in Malibu Canyon. This study was conducted as part of a settlement agreement for a lawsuit arising from the 2007 Malibu Canyon fire.

Duke Energy Solar Irradiance Survey and Installation, North and South Carolina – Duke Energy (2016–2018). As an atmospheric scientist, Mr. Duvall assisted in the survey report and project definition effort which led to additional contract awarded for installation of a 12 station solar monitoring system. He designed monitoring stations within client constraints utilizing legacy software and added a calibration procedure to save money and eliminate downtime. Mr. Duvall played a key role the installation effort of all 12 solar powered solar monitoring stations in Duke substations throughout North and South Carolina.

CPS Energy Meteorological and Air Quality Monitoring, San Antonio, Texas – CPS Energy (2016–2018). As an atmospheric scientist, Mr. Duvall was responsible for the integration and assisted in the installation of multiple weather monitors in CPS service territory. He configured custom collection periods and data aggregation parameters per client's request using CRBasic and Campbell Scientific's LoggerNet software. Work on meteorological sensors led to low cost air quality sensor pilot project. Procured, installed, and operated gaseous and particulate low cost 'next-gen' sensors from multiple vendors for a period of one year. Mr. Duvall also played a key role in a study using XGBoost for post processing of low-cost sensor data which was submitted to the client as part the of the project.

Rosemary Worden

Associate Air Quality Planner

Ms. Worden offers a keen interest in environmental studies, earth resources and horticulture. She has experience in conducting air quality, greenhouse gas emissions, energy, and noise analysis and has a comprehensive understanding of environmental regulatory framework. This is paired with a working knowledge of CalEEMod, AERMOD, SoundPLAN, the Roadway Construction Model, the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model, and other industry standard modeling tools. She has excellent analytical, reasoning, research skills and thrives on challenges and the opportunity to learn.

Education

B.S., Environmental Science (Energy & Earth Resources), California State University, Chico

Registrations, Certifications, and Affiliations

San Joaquin Valley Air Pollution Control District Regulation VIII Dust Control Certification

Professional Experience

Clubhouse (Salton Sea Plot Studies) Project, Imperial County – Imperial Irrigation District (2021).

Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impacts for the development of groundwater wells and associated features to establish and sustain vegetation cover and waterless dust control measures on 128.71 acres of the exposed Salton Sea playa. CalEEMod was used to accurately calculate emissions associated with the implementation of the project. The analysis was prepared with the requirements provided by the Imperial County Air Pollution Control District as well as project specific information provided by the Imperial Irrigation District.

San Felipe (Salton Sea Plot Studies) Project, Imperial County – Imperial Irrigation District (2021).

Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impacts for the development of groundwater wells and associated features to establish and sustain vegetation cover and waterless dust control measures on 375 acres of the exposed Salton Sea playa. CalEEMod was used to accurately calculate emissions associated with the implementation of the project. The analysis was prepared with the requirements provided by the Imperial County Air Pollution Control District as well as project specific information provided by the Imperial Irrigation District.

Ontario Avenue Widening Project, Riverside County – City of Corona (2020). Prepared an air quality, greenhouse gas emissions, and noise impact assessment for the Ontario Avenue Widening Project which includes a congestion relief effort involving the widening of an approximately 2,000 feet portion of Ontario Avenue in the City of Corona. The severity of impacts was determined based upon the comparison of AM and PM peak hour vehicle idling times during existing conditions and post-Project implementation conditions. The FHWA Highway Traffic Noise Prediction Model was used to predict traffic noise increase and decrease as a result of Project implementation.

Rio Mesa Boulevard Road Alignment, Madera County – Morton & Pitalo, Inc. (2020). Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impact for the development of a roadway segment to accommodate planned development within the County. CalEEMod was used to accurately calculate emissions associated with the construction of the project. The analysis was prepared with the requirements provided by the San Joaquin Valley Air Pollution Control District. The FHWA Highway Traffic Noise Prediction Model was used to predict traffic noise increase as a result of the Project.

Date Palm Drive Bike Land and Sidewalk Project, Riverside County-KOA Corporation (2020).

Prepared an air quality, greenhouse gas emissions, and noise impact assessment for the Date Palm Drive Bike Land and Sidewalk Project which includes the installation of alternative transportation improvements in Cathedral City. CalEEMod was used to accurately calculate emissions associated with the construction of the project. The analysis was prepared with the requirements provided by the South Coast Air Quality Management District.

Coachella Valley Water District Sanitation Master Plan Update, Riverside & Imperial Counties – Coachella Valley Water District (2020).

Prepared assessments of air quality, greenhouse gas emissions, energy consumption, and noise for a comprehensive Capital Improvement Program consisting of recommendations to refurbish existing assets, optimize operations, and satisfy projected capacity needs of all Coachella Valley Water District sanitation facilities (collection system including gravity pipelines, force mains, lift stations, and five water reclamation plants) in a phased program to be implemented in five-year implementation phases between 2021 to 2040.

13131 Los Angeles Street Industrial Project EIR, Los Angeles County – The City of Irwindale Community Development Department (2019).

Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impact for the development of a 528,710 square foot warehouse building that would accommodate approximately 557 heavy-duty truck trips per day. The primary environmental issue was the proximity of the project site to residences. CalEEMod was used to accurately calculate emissions associated with the construction and operations of the project. The analysis was prepared with the requirements provided by the South Coast Air Quality Management District. Additionally, due to the number of heavy-duty trucks that would be visiting the site daily, a health risk assessment was conducted analyzing the Project impact on nearby residence through the use of AERMOD. The SoundPLAN 3D noise model was used to model operational noise while the FHWA Highway Traffic Noise Prediction Model was used to predict traffic noise increase as a result of the Project.

Temecula Winery and Hotel, Riverside County – LA Life Regional Center (2018-2019)

Emissions/Noise Analyst in charge of preparing both an emissions assessment and noise report for the development of a winery and hotel located on 21.92 acres of undeveloped agricultural land. CalEEMod was used to accurately calculate emissions associated with the construction and operations of the project. The analysis was prepared with the requirements provided by the South Coast Air Quality Management District. During operations the winery would be subject to events with amplified music, SoundPLAN 3D noise model was used to model these events and the effect this would have on the nearby single-family residence.



Jeffrey Swager

Associate Air Quality Planner

Mr. Swager has 16 years of experience in the field of Environmental Science, Ecology and Geographic Information Systems (GIS). His experience includes Geographic Information Systems (GIS) database design, data management, computer-based cartography, geoprocessing/spatial analysis; Global Navigation Satellite Systems (GNSS) data collection; and app-based field data collection. Mr. Swager has extensive knowledge in the use of ESRI ArcGIS suite of products and GNSS products from Trimble, EOS and Juniper, as well as data integration into popular formats such as AutoCAD, Google Earth, QGIS, Google Maps and Garmin MapSource. Mr. Swager has worked on projects throughout California and Nevada for both private and public clients. Mr. Swager's work has covered a wide array of topics including jurisdictional delineations, special-status species and cultural resources, many in support of large infrastructure projects, specific plans and regional conservation efforts.

Education

M.A.Sc., Environmental Management with specialization in GIS: Lincoln University, Christchurch, New Zealand

B.S., Ecology & Evolution: University of California, Santa Barbara

B.A., Environmental Studies: University of California, Santa Barbara

Registrations, Certifications, Permits and Affiliations

- Urban and Regional Information Systems Association (URISA)
- UCSB Environmental Studies Associates

Professional Experience

Torres Martinez Desert Cahuilla Indians Botanical Survey, Imperial County-Selnek-is Kawish Sub –Corporation and Vulcan Materials. Botanical task manager responsible for conducting a special status plant survey on a 700-acre proposed gravel mine. Duties included daily coordination of field crews, coordination of cultural monitors, mapping locations of special status plant species, generating a plant compendium for the site and writing a detailed botanical resources report.

On-Call Services with Vulcan Materials Company, San Bernardino, Riverside, Los Angeles, Kern, Orange, and San Diego Counties. GIS Analyst for on-call biological resources services including biological reconnaissance surveys, focused surveys, biological and construction monitoring, and agency coordination and consultation. Duties have included GIS database management, map generation and impacts analysis. Duties also included post-processing GPS data from mapping grade GPS field equipment and applying transformations and export variables to maintain spatial accuracy in conversion to GIS geospatial data formats.

Cultural Resources Services for Proposed Solar Farm near Desert Center, Riverside County - Confidential Client (2010). GIS analyst responsible for development, maintenance and analysis of a

geospatially enabled database of cultural resource locations to support a proposed solar farm located just east of the Colorado River Aqueduct near Desert Center on lands managed by the BLM. Project effort included synthesizing and compiling field data into a geospatial database, and then producing analysis, figures and large-format maps for submission to the State Historic Preservation Officer (SHPO), as well as conducting impact and avoidance calculations in support of permitting and design efforts.

Jurisdictional Delineation and Impacts Report for the Lamb Canyon Landfill Expansion, Riverside County. GIS Analyst for both a 25-acre and a 200-acre proposed expansion to the existing permit area for the landfill. Tasks included jurisdictional delineation map production, and impact analysis. Developed and implemented field GPS data dictionary and developed GIS database from field collected GPS data.

City of Moreno Valley, Indian Detention Basin Project (09-89791726; sub to LAN Engineering). GIS analyst for formal delineation of on-site waters, wetland, and associated riparian habitat under the jurisdiction of the California Department of Fish and Game, Regional Water Quality Control Board, and U.S. Army Corps of Engineers. Responsibilities included processing and managing GPS field data, map production and maintenance of geospatial database.

Niche Modeling of Rare Plants in the Sonoran and Mojave Deserts, BLM, Riverside and San Bernardino Counties. ECORP along with UC Riverside are conducting habitat modeling for the Bureau of Land Management to aid in conservation planning for rare plant species known to occur in the Sonoran and Mojave Deserts in Riverside and San Bernardino Counties. Following completion of the project, ECORP provided a report summarizing the approach to modeling and the sequence of model construction. Mr. Swager was the lead GIS analyst responsible for creating large format map books of the model results for delivery to several BLM field offices. Mr. Swager designed the map books to be easily used by BLM staff when in the office and in the field. Mr. Swager also used the GIS to assist in the development of potential survey and reference sites for target species.

On-call Biological Services for Caltrans District 8, San Bernardino County – Caltrans. GIS analyst responsible for data and mapping tasks associated with several proposed Caltrans highway realignments in San Bernardino County. Duties included production of wetland delineation, vegetation, rare plant, burrowing owl, soils and location maps. Calculated impact numbers associated with alternative alignments. Duties also included post-processing GPS data from mapping grade GPS field equipment and applying transformations and export variables to maintain spatial accuracy in conversion to GIS geospatial data formats.

On-Call Cultural Resources Services for Southern California Edison (SCE), Los Angeles, Riverside, Orange, Ventura, Kern, and San Bernardino counties – Southern California Edison. GIS analyst responsible for development, maintenance and analysis of a geospatially enabled database of cultural resource locations to support pole or facility replacement projects. Duties also included transferring, post-processing GPS data from mapping grade GPS field equipment and applying transformations and export variables to maintain spatial accuracy in conversion to GIS geospatial data formats.

ATTACHMENT B

Cost Proposal

Cost Proposal for CVAG Street Sweeping Study

| | | | Grand Total (All Tasks) | <u>Gather Necessary Data</u> Task/Phase 1 | <u>Highest ADT Existing Roads & Intersection Inventory</u> Task/Phase 2 | <u>Existing Service Evaluation of Post Event Blowsand Cleaning</u> Task/Phase 3 | <u>Street Sweeping Survey of Comparable Areas</u> Task/Phase 4 | <u>Effectiveness Evaluation & Cost Benefit Analysis</u> Task/Phase 5 | <u>Review and Analyze Results</u> Task/Phase 6 | <u>Final Report</u> Task/Phase 7 |
|-------------------------------------|-------------------------------|-----------|------------------------------------|--|--|--|---|---|---|-------------------------------------|
| Labor | | | | | | | | | | |
| Seth Myers | Project Manager | \$ 160.00 | 15 \$ 2,400.00 | 0 \$ - | 0 \$ - | 0 \$ - | 8 \$ 1,280.00 | 0 \$ - | 6 \$ 960.00 | 1 \$ 160.00 |
| William Duvall | Atmospheric Scientist | \$ 160.00 | 95 \$ 15,200.00 | 10 \$ 1,600.00 | 6 \$ 960.00 | 20 \$ 3,200.00 | 0 \$ - | 20 \$ 3,200.00 | 24 \$ 3,840.00 | 15 \$ 2,400.00 |
| Rosey Worden | Associate Air Quality Planner | \$ 105.00 | 56 \$ 5,880.00 | 20 \$ 2,100.00 | 20 \$ 2,100.00 | 0 \$ - | 16 \$ 1,680.00 | 0 \$ - | 0 \$ - | 0 \$ - |
| Jeff Swager | Associate Air Quality Planner | \$ 165.00 | 4 \$ 660.00 | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 4 \$ 660.00 |
| Laura Hesse | Publications | \$ 100.00 | 6 \$ 600.00 | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 6 \$ 600.00 |
| Stephanie Maycock | Contracts | \$ 105.00 | 1 \$ 105.00 | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 1 \$ 105.00 |
| Samantha Alfaro | Data Collection | \$ 90.00 | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - | 0 \$ - |
| Total Labor | | | 181 \$ 25,725.00 | 30 \$ 3,700.00 | 26 \$ 3,060.00 | 20 \$ 3,200.00 | 24 \$ 2,960.00 | 20 \$ 3,200.00 | 30 \$ 4,800.00 | 31 \$ 4,805.00 |
| Other Costs | | | Costs | Costs | Costs | Costs | Costs | Costs | Costs | Costs |
| ODCs/reimbursables | | | \$ 170.00 | \$ 170.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Mark-up on ODCs/reimbursables | 14.0% | | \$ 23.80 | \$ 23.80 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total for ODCs/reimbursables | | | \$ 193.80 | \$ 193.80 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Other Costs | | | \$ 193.80 | \$ 193.80 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Estimate | | | \$ 25,918.80 | \$ 3,893.80 | \$ 3,060.00 | \$ 3,200.00 | \$ 2,960.00 | \$ 3,200.00 | \$ 4,800.00 | \$ 4,805.00 |

ITEM 6H

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Contract Amendment for Regional Traffic Signal Synchronization -- Phase I Systems Engineering Services

Contact: Eric V. Cowle, Transportation Engineer (ecowle@cvag.org)

Recommendation: Authorize the Executive Director to execute a no-cost contract amendment for Advantec Consulting Engineers' CV Sync Phase I Engineering Services Contract to extend work to January 1, 2023

Transportation Committee: CONCURS (Meeting of August 30th)

Background: To complete the design and engineering of the valley-wide signal synchronization project, CVAG's Executive Committee approved an engineering services contract with Advantec Consulting Engineers at its February 2016 meeting. The first task was to complete a Master Plan, however the contract included tasks that extended through construction of the project, which is now known as CV Sync. The original contract had an ending date of June 30, 2019.

When the Master Plan was approved by the Executive Committee in February 2018, the scope of the anticipated Phase I project expanded from just Highway 111 to also include Washington Street and Ramon Road as the top-ranked corridors in the region. While the contract was still in the preliminary design phase, the scope was amended to include environmental services for the additional corridors.

By February of 2019, the project had progressed to the point that the details on the actual hardware and software that required engineering had been completed. At that point, the Executive Committee approved another amendment meeting to provide additional money to cover the expanded design.

By administrative oversight, the contract expiration date was not changed at this point. Caltrans approved the Phase I of CV Sync for construction in the fall of 2020. The Executive Committee has also authorized a series of contracts to start construction, which is now underway. When the construction contractor bid the project, they estimated construction would be complete in November of 2022.

Advantec's original contract always included tasks that extended through the construction phase of CV Sync. While the firm is primarily working on Phase II under a different contract, their expertise will be needed during Phase I construction. Advantec has requested a new end date of January 1, 2023 to allow for final paperwork to be completed after construction.

Fiscal Analysis: There is no cost to extending the expiration date of Advantec Consulting Engineer's CV Sync Phase I Engineering Services Contract. The cost of the work included in the original scope of services and already approved amendments, have been authorized for \$3,519,243.

Attachments: Amendment Number Three and contract extension request from Advantec

AMENDMENT NUMBER THREE
to the
Advantec Consulting Engineers
SYSTEMS ENGINEERING SERVICES AGREEMENT
for the
CVAG REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM, PHASE I

This **AMENDMENT NUMBER THREE** is made and entered into this 27th day of September 2021, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **ADVANTEC CONSULTING ENGINEERS (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated.

1. This Amendment Number Three extends the terms of the contract to January 1, 2023. There is no change to the total not-to-exceed amount.

| | | |
|--------------------------------------|--------------------|-----------------------|
| Original Agreement | June 6, 2016 | \$2,730,209.00 |
| Amendment Number One | February 15, 2018 | \$ 41,141.00 |
| Amendment Number Two | February 25, 2019 | \$ 747,893.00 |
| Amendment Number Three | September 27, 2021 | No Cost |
| Total Agreement not-to-exceed | | \$3,519,243.00 |

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

Advantec Consulting Engineers

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Carlos Ortiz, COO

Date: _____

Date: _____

June 29, 2021

Mr. Eric Cowle
Transportation Manager
Coachella Valley Association of Governments (CVAG)
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Subject: **Coachella Valley Region-wide Traffic Signal Synchronization Project – Contract Extension**

Dear Eric,

ADVANTEC Consulting Engineers, Inc. (**ADVANTEC**), is pleased to provide professional engineering services to the Coachella Valley Association of Governments (CVAG) since our original contract for the Coachella Valley Region-wide Traffic Signal Synchronization Project was approved on June 6, 2016.

The current Construction Phase of this contract is anticipated to end during the month of November 2022. As part of our original signed contract, ADVANTEC is providing Construction Support Services and other tasks during the Construction Phase. Also, ADVANTEC has other tasks, including Traffic Signal Synchronization Implementation and Operations and Maintenance and Phase, that will be provided after CVAG has approved and accepted the project from the Contractor.

The original contract had an ending date of June 30, 2019, and we would like a contract amendment extension. Based on our remaining approved tasks, we would like CVAG to extend our contract until December 2023. ADVANTEC looks forward to continuing to provide the region with our professional transportation and smart mobility services. If you have questions, please feel free to contact me at (949) 636-0646 or cortiz@advantec-usa.com.

Respectfully Submitted,



Carlos A. Ortiz, PE, TE, PTOE
Chief Operating Officer/Project Manager
ADVANTEC Consulting Engineers, Inc.

| |
|---|
| Coachella Valley Association of Governments (CVAG) |
| Approved By: _____ |
| Date: _____ |

ITEM 6I

**Coachella Valley Association of Governments
Executive Committee
September 27, 2021**



Staff Report

Subject: 2019 Bicycle and Pedestrian Safety Program – ATP Preparation Fund

Contact: Michael Gladish, Management Analyst – Contracts/Procurement (mgladish@cvag.org) and Eric Cowle, Transportation Engineer (ecowle@cvag.org)

Recommendation: Authorize the Executive Director to execute no-cost contract extensions for both Albert A. Webb Associates and KOA for the design and engineering of regional Active Transportation Plan (ATP) projects, extending the terms until December 31, 2022

Transportation Committee: CONCURS (Meeting of August 30th)

Background: As part of the continued investment into making it safer and easier to walk and bike across the Coachella Valley, CVAG in 2019 dedicated its Bicycle and Pedestrian Safety Program to funding the pre-construction phases of regional projects and making them more competitive for grant funding opportunities. In September 2019, the Executive Committee approved the award of three separate engineering service agreements with Albert A. Webb Associates, KOA and Omnis for the design and engineering of regional projects in cities across the Coachella Valley.

Webb Associates was hired to lead the Arts and Music Line, a project that primarily runs along Avenue 48 and includes the cities of La Quinta, Indio and Coachella as well as unincorporated Riverside County. Webb's contract also included the completion of regional bike and pedestrian design guidelines, and a draft was presented to the Transportation Committee in July 2021. KOA was hired to complete work on a series of projects in the City of Cathedral City. Both agreements with Webb Associates and KOA will expire on November 18, 2021.

Webb Associates and KOA have completed a significant amount of work on their respective projects. And the strategy of investing in these projects is working. California's Active Transportation Program (ATP) is one of the most competitive funding opportunities for projects like these. During Cycle 5, Cathedral City's project scored the highest at the Metropolitan Planning Organization level for Riverside County and construction was fully funded at \$4.4 million. A Palm Drive project in the City of Desert Hot Springs, which CVAG is helping fund through the Omnis contract, was also funded for \$3.7 million. The Arts and Music Line also scored highly in Cycle 5, but CVAG and its partners opted to turn down a partial funding award due to impact it would have had on local and regional resources.

The state's budget had, until recently, been expected to provide \$500 million statewide for an ATP funding augmentation, which would have provided significant funding to the Coachella Valley for construction of both the Arts and Music Line and the CV Link extension to Desert Hot Springs. Unfortunately, state officials had renewed negotiations over transportation funding at the end of

the State's legislative session and the ATP funding did not make the list of priorities before the bill passed. As a result, no additional ATP funding is expected at this time.

Additional work is still needed to finalize the scope of work in the contracts, ensuring the projects are poised for future funding opportunities. Given the contracts' looming end dates, and the fact that funds remain, staff is recommending that both the Webb Associates and KOA contracts be approved for a no-cost extensions, ending December 31, 2022, to allow sufficient time to complete the remaining tasks.

Fiscal Analysis: There is no additional cost to CVAG. All terms and conditions remain the same as in the original agreement.

The contract for Webb Associates is for a not-to-exceed amount of \$2,731,897 and the contract with KOA is for \$961,081. Funding is being split on the 75 percent/ 25 percent funding formula that is standard for regional projects. The Arts and Music Line's local share spans more than one jurisdiction, and the partners are splitting the 25 percent local share.

Attachments: Amendments No. 1 with Albert A. Webb Associates and KOA

AMENDMENT NUMBER ONE
to the
KOA
PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES AGREEMENT
for the
2019 ATP SAFETY PROJECTS

This **AMENDMENT NUMBER ONE** is made and entered into this 27th day of September 2021, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **KOA (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 December 19, 2019, for the 2019 ATP Safety Projects.

1. This Amendment Number One extends the terms of the contract to December 31, 2022. There is no change to the total not-to-exceed amount stated in the original agreement.

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**

KOA

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Ming Guan, Project Manager

Date: _____

Date: _____

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

This **AMENDMENT NUMBER ONE** is made and entered into this 27th day of September 2021, 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 29, 2019, for the Coachella Valley Art and Music Line project.

1. This Amendment Number One extends the terms of the contract to December 31, 2022. There is no change to the total not-to-exceed amount stated in the original agreement.

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**

ALBERT A. WEBB ASSOCIATES

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Dilesh Sheth, Senior V.P.

Date: _____

Date: _____

ITEM 6J

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Subject: Update to CVAG Policy No. 13-03

Contact: Peter Satin, Regional Planner (psatin@cvag.org)

Recommendation: Adopt clarifying amendments to CVAG Policy No. 13-03 and the Policies and Procedures Manual, reflecting policy updates from the Coachella Valley Conservation Commission as part of the required measures to obtain full funding eligibility under CVAG's Regional Arterial Program

Transportation Committee: CONCURS (Meeting of August 30, 2021)

Background: CVAG administers numerous regional programs, including the Regional Arterial Program. Through an approved agreement, CVAG also provides staffing for the Coachella Valley Conservation Commission (CVCC) to implement the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). Those programs are respectively funded in part by the Transportation Uniform Mitigation Fee (TUMF) and the Local Development Mitigation Fee (LDMF) levied on new development. Both have proven eminently successful through the uniform and equitable application of these fees by all CVAG and CVCC jurisdictions, allowing for dependable, predictable revenues that can be applied to traffic congestion reduction improvements and habitat conservation projects.

Neither the TUMF program nor the CVMSHCP have always enjoyed universal participation. In April 2013, CVAG's Executive Committee adopted Policy No. 13-03 to incentivize region-wide participation. Under Policy No. 13-03, in order to be eligible for the full 75 percent funding by CVAG's Regional Arterial Program funds, member jurisdictions are required to participate in the TUMF program by signing the Implementation Agreement and charging and collecting the fee; as well as participate in the CVMSHCP by endorsing the Permit Application, signing the Implementing Agreement, and charging and collecting the LDMF. Jurisdictions that do not fully participate in both programs are eligible to receive only 25 percent funding from CVAG's transportation funds for otherwise qualified projects.

Recently, CVCC staff provided clarification to its member jurisdictions about the Joint Project Review (JPR) process required by the CVMSHCP for development projects within conservation areas. This came after an applicant for one such project asserted that the JPR could be done piecemeal, as each project phase was initiated, rather than reviewing the project in its entirety at the outset. CVCC staff disagreed and – after consultation with legal counsel – drafted the memorandum entitled "Joint Project Review Requirements of the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan (CVMSHCP) and Implementing Agreement as Applied to Programmatic or Phased Projects." This memo was adopted by CVCC at its June 2021 meeting.

In order to keep the requirements of CVAG Policy No. 13-03 consistent with the clarifications adopted by CVCC, CVAG staff is recommending that the requirement pertaining to participation in the CVMSHCP be revised as follows (revision noted in bold text):

*2. Participate in the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), currently administered by CVAG, by endorsing the Permit Application, signing the Implementing Agreement **and complying with all CVMSHCP requirements therein**, charging and collecting the CVCC approved Local Development Mitigation Fee (LDMF), **and following the policies duly adopted and amended by CVCC, including CVCC's Joint Project Review clarifying memorandum adopted during its June 10, 2021 Commission meeting.***

No additional edits to the policy are proposed at this time.

To ensure consistency, staff is also recommending an update to the Policies and Procedures Manual. The manual outlines the process to determine project costs and project expense eligibility for construction covered under the Regional Arterial Program, and includes reference to the requirements described in Policy No. 13-03. CVAG staff recommends revising section 18.1 of the Manual to reflect the amended policy language:

*To be eligible for reimbursement, jurisdictions must be in compliance with all policies and procedures adopted by (a) the CVAG Executive Committee with regard to the implementation, administration and collection of TUMF, and (b) the Coachella Valley Conservation Commission with regard to the implementation and administration **of the Coachella Valley Multiple Species Habitat Conservation Plan, including** the collection of the Local Development Mitigation Fee, **as further detailed in CVAG Policy No. 13-03.***

Fiscal Analysis: No cost is anticipated as a result of revising the policy.

Attachments: Redlined revision of Policy No. 13-03
JPR clarifying memo, adopted by the CVCC in June 2021

CVAG Policy Number 13-03

The intention of CVAG Policy Number 13-03 is to incentivize CVAG Jurisdictions to continuously participate in Regional Programs, such as the Coachella Valley Multiple Species Habitat Conservation Plan and the Transportation Uniform Mitigation Fee Program, in order to gain full access to CVAG Regional Transportation Funds

CVAG is responsible for administering the Transportation Project Prioritization Study, the priority listing of regional road projects eligible to receive funds from the regional transportation program. The regional transportation program is primarily funding through the Measure A and Transportation Uniform Mitigation Fee (TUMF) programs. CVAG, by association with the Coachella Valley Conservation Commission (CVCC), also maintains and monitors the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP).

The CVAG regional road program has been eminently successful, and CVAG plans for the CVMSHCP to be similarly implemented. One prominent reason for the success of the regional road program has been the uniform and equitable participation by all the CVAG jurisdictions. This participation guarantees dependable, predictable revenues with which member jurisdictions can plan improvements to reduce traffic congestion, improve air quality and contribute to the economic vitality of the Coachella Valley.

Not all member jurisdictions currently participate in the CVMSHCP. Not all member jurisdictions have always participated in the TUMF program. This has resulted in revenues to support the CVMSHCP and TUMF programs being lost due to the inability to collect impact fees from non-participating jurisdictions. This creates inequitable relations among the jurisdictions and complicates CVAG's ability to administer the programs.

In recognition of this disparity, CVAG is adopting Policy Number 13-03. The intention of CVAG Policy Number 13-03 is to incentivize CVAG jurisdictions to participate in the Coachella Valley Multiple Species Habitat Conservation Plan and the Transportation Uniform Mitigation Fee program in order to gain full access to CVAG Regional Transportation Funds

In order to obtain full 75% funding eligibility by CVAG Regional Transportation Funds, each jurisdiction will be required to:

1. Participate in the Transportation Uniform Mitigation Fee (TUMF) program by signing the Implementation Agreement and charging and collecting the TUMF fees, and;
2. Participate in the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), currently administered by CVAG, by endorsing the Permit Application, signing the ~~Implementing~~ Agreement [and complying with all CVMSHCP requirements therein, -and charging, and collecting the CVCC approved Local Development Mitigation Fee \(LDMF\), and following the policies duly adopted and amended by CVCC, including CVCC's Joint Project Review clarifying memorandum adopted during its June 10, 2021 Commission meeting.](#)

Failure by any jurisdiction to comply with the conditions of this Policy 13-03 will automatically reduce to 25% (Twenty-Five percent) the amount of CVAG regional funds to be provided to that jurisdiction in support of any otherwise qualified, approved regional road project, or jurisdictional portion of a project.



Memorandum

To: CVCC Local Permittees

From: Tom Kirk, Executive Director, CVCC

Cc: Ward Simmons, Best Best & Krieger, CVCC Legal Counsel

Date: June 10, 2021

Re: Joint Project Review Requirements of the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan (CVMSHCP) and the Implementing Agreement as Applied to Programmatic or Phased Projects

A recent development proposal in a CVMSHCP-designated Conservation Area sought to construe the CVMSHCP and Implementing Agreement as allowing for Local Permittee consideration and potential approval of the entire project at a “programmatic” level, with subsequent Joint Project Review (JPR) analyses to take place piecemeal before each phase of the project, rather than a Joint Project Review (JPR) of the complete project. This memo clarifies the CVMSHCP and Implementing Agreement requirements regarding the JPR process.¹

1. The purpose of the JPR is to provide the Local Permittees an analysis of how the proposed project would impact, in its entirety:
 - a. the Conservation Area Conservation Objectives and Required Measures delineated in Section 4.3 for each Conservation Area,
 - b. the Covered Species’ Goals and Objectives delineated in Section 9,
 - c. Rough Step in the affected Conservation Area.²

¹ Additionally, JPR is required by the U.S. Fish and Wildlife Service MSHCP “Take” Permit and the California Department of Fish and Wildlife Natural Community Conservation Plan Permit.

² A Rough Step analysis on an annual basis ensures that conservation of lands as required by the MSHCP for each Conservation Objective is within 10% of the level needed to stay in balance with the level of development permitted. In addition to the annual Rough Step calculation, a real-time Rough Step analysis will be prepared for a Conservation Area whenever a Development is proposed in that Conservation Area. This information will be provided to the Permittee considering the proposed Development and to the Wildlife Agencies as part of the JPR Process.

2. Per Section 6.6.1.1 of the CVMSHCP, a JPR by Coachella Valley Conservation Commission (CVCC) staff is required for all projects under the Local Permittees' jurisdiction in a Conservation Area that would result in disturbance to Habitat, natural communities, Biological Corridors, or Essential Ecological Processes. Section 6.6.1.1 further states that the project application shall not be deemed complete by the Local Permittee prior to completion of the JPR, and that the JPR is needed at this early stage to ensure that alternatives are fully evaluated to achieve Conservation Area Conservation Objectives prior to public release of environmental documents prepared pursuant to CEQA.
3. The JPR is also required by Section 7.5 of the Implementing Agreement which states that Discretionary Projects in Conservation Areas, other than second units on parcels with an existing residence, shall be required to assess the project's ability to meet the Conservation Objectives in the Conservation Area through the JPR process.
4. As defined in the Implementing Agreement, "Discretionary Project means a proposed project requiring discretionary action by a Permittee, as that term is used in CEQA and defined in state CEQA Guidelines Section 15357, including issuance of a grading permit for County projects."
5. There is no exemption or deferral for a "programmatic" project. Similarly, there is no other term of art that may be applied to a discretionary project that allows a project to be exempt from a JPR or allows a JPR to be deferred to a later phase of a project. As noted in #2 above, the application shall not be deemed complete by the Local Permittee prior to completion of the JPR.
6. If as described in #1 above, the results of the JPR process find a project not to be consistent with the Conservation Area Conservation Objectives and Required Measures delineated in Section 4.3 for each Conservation Area and in Section 9 for each proposed Covered Species' Goals and Objectives, or the project would adversely impact Rough Step in the affected Conservation Area, the application cannot be deemed complete by the Local Permittee serving as the Lead Agency for the project.
7. If through the JPR process, the project is not found to be consistent with the Conservation Area Conservation Objectives and Required Measures delineated in Section 4.3 for each Conservation Area and in Section 9 for each proposed Covered Species' Goals and Objectives, or the project would adversely impact Rough Step in the affected Conservation Area, CVCC staff, Local Permittee and project applicant representatives shall meet and confer to identify requirements necessary to achieve consistency. Alternatively, CVCC may propose acquisition of the property if the project applicant/property owner is a willing seller. Consistency may be achieved by modifying the project as needed to reduce the

impacts to a level that achieves consistency. If project modification alone cannot achieve consistency, a Like Exchange may be pursued pursuant to CVMSHCP Section 6.12.2.

If any Permittee has a question about the JPR requirements and process, please contact me (tkirk@cvag.org). If a Permittee would like an in-service for its planning staff, please contact Peter Satin (psatin@cvag.org).

ITEM 6K

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Amendment #1 with Southern California Mountains Foundation

Contact: Benjamin Druyon, Management Analyst (bdruyon@cvag.org)

Recommendation: Authorize the Executive Director to execute a no-cost contract amendment with Southern California Mountains Foundation to extend the regional Tire Amnesty program through September 29, 2022

Energy & Environmental Resources Committee: CONCURS (Meeting of September 9th)

Background: CalRecycle's Tire Amnesty program is a two-year grant program that CVAG applies for each cycle. The tires recycled through this program might otherwise have been dumped around the community and in open desert areas. The tires that are collected are all recycled into tire-derived aggregate, rubberized asphalt concrete or used for tire-derived products such as floor mats, drainpipes, mulch, office supplies and surfacing.

CVAG has participated in this grant program since 2011. CVAG applied for the Tire Amnesty cycle 5 (TA5) grant program in 2019 and was approved for \$50,000 for FY 2020/2021. CVAG released a request for bids and selected Southern California Mountains Foundation (SCMF) as the winning bid. An agreement with CVAG and SCMF was signed on January 15, 2020. The program began holding tire collection events in early 2020.

Since March 2020, events like these have been impacted by the COVID-19 pandemic, which required social distancing and, at times, social isolation. The shut-down remained in place until earlier this year. SCMF was able to offer two tire collection events before the initial program cut-off date of June 30, 2021, bringing in about 500 tires. However, additional events were not possible due to pandemic restrictions.

CalRecycle offered an option to extend the tire recycling grant program to agencies who submitted a letter requesting an extension. CVAG staff submitted a letter to CalRecycle and a grant extension was approved to keep the program funded through September 29, 2022.

Staff is recommending Amendment #1 with SCMF to extend the Tire Amnesty program for one year. The schedule for future tire recycling events will be advertised widely. Events will generally be held between November and April, depending on state guidance and any COVID-19 restrictions for such events.

Fiscal Analysis: CVAG received \$50,000 in grant funding for this program, and the recommended contract extension adds no additional costs to the program. The cost to CVAG for time spent on this Tire Amnesty program is covered through grant funds from CalRecycle.

Attachment:

1. Amendment #1 with Southern California Mountains Foundation

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

**CONSULTING SERVICES AGREEMENT
AMENDMENT #1**

with

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION

The Consulting Services Agreement (the "Contract") by and between Coachella Valley Association of Governments ("CVAG") and Southern California Mountains Foundation ("Consultant") is amended, effective September 27, 2021, as follows:

- 1) The contract is amended to extend the agreement date to September 29, 2022, coinciding with CalRecycle's amended Tire Amnesty 5 grant term extension.

- 2) All other terms and conditions shall remain the same as stated in the original Contract.

Tom Kirk
Executive Director,
Coachella Valley Association of Governments

Stacy Gorin
Executive Officer,
Southern California Mountains Foundation

ITEM 6L

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Agreement with Dividend Financial for Regional PACE program

Contact: Benjamin Druyon, Management Analyst (bdruyon@cvag.org)

Recommendation: Authorize the Executive Director to execute an agreement with Dividend Financial to implement their Property Assessed Clean Energy (PACE) program in the Coachella Valley with CVAG oversight

Energy & Environmental Resources Committee: CONCURS (Meeting of September 9th)

Background: On January 25, 2016, the CVAG Executive Committee authorized the implementation of new Property Assessed Clean Energy (PACE) programs regionally, with CVAG oversight and similar policies and procedures that have been incorporated into the other PACE programs. There are now seven PACE programs operating in the Coachella Valley, and a summary of their services is summarized as a separate informational item in the Committee's agenda packet. Dividend Financial has recently approached CVAG about implementing their program on a regional scale. To include Dividend Financial as a PACE provider in the Coachella Valley, CVAG staff is recommending approval of an agreement with Dividend Financial that is similar to the agreements CVAG has with other programs.

Dividend Financial, which is formerly known as Figtree Financial, is a commercial PACE provider. Dividend is a leading national provider of renewable energy and energy-efficient financing solutions to property owners. They give customers the opportunity to obtain clean energy financing through a comprehensive suite of financing options. Dividend will be offering commercial PACE, which is a public-private financing mechanism for energy efficiency, renewable energy, water conservation and seismic upgrades on privately-owned property.

The agreement developed with Dividend Financial to be a PACE provider in the Coachella Valley provides for CVAG oversight of the Dividend Financial program and consistency with the policies, procedures and oversight that are currently in place with our other regional PACE programs. The agreement developed between CVAG and Dividend Financial is consistent with the one developed with the other existing PACE providers serving the Coachella Valley. This agreement will allow for CVAG staff to provide oversight on behalf of member jurisdictions in order to: 1) minimize issues that may arise from the operation of multiple programs simultaneously in the Coachella Valley; 2) assist with community outreach; 3) coordinate with and assist CVAG member agencies; and 4) mediate any property owner or contractor complaints that come to CVAG's attention. This agreement will also provide for a participation fee associated with CVAG's oversight role.

When this item was presented to the Energy & Environmental Resources Committee at the September 9 meeting, Desert Hot Springs Mayor Pro Tem Russell Betts asked for clarification on the term "commercial PACE." Staff noted that this meant Dividend Financial would only be financing commercial projects under this agreement, and would not be financing residential projects.

Contract Finalization: Authorize the Executive Director and/or CVAG legal counsel to make minor changes/revisions to the agreement as needed for clarification purposes.

Fiscal Analysis: Similar to other providers, the cost to CVAG for time spent on this PACE program will be recovered through a participation fee associated with this program.

Attachment:

1. Agreement with Dividend Financial

ADMINISTRATION AGREEMENT

by and among

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

and

DIVIDEND FINANCE INC.

1. PARTIES AND DATE.

This Administration Agreement is effective as of the 27th day of September, 2021 (“the Effective Date”), by and among the Coachella Valley Association of Governments, a California Joint Powers Authority (“CVAG”) and Dividend Finance Inc. (fka Dividend Finance LLC), (hereafter, “PACE Administrator”). CVAG and PACE Administrator are sometimes individually referred to as a “Party” and collectively as “Parties.” This agreement may be referred to herein as the “CVAG Administration Agreement” or the “Agreement.”

2. RECITALS.

2.1 The California Enterprise Development Authority (“Authority”) has established a voluntary contractual assessment program designated as the Figtree PACE Program (the "Authority's PACE Program") pursuant to the provisions of Chapter 29 of Part 3, Division 7 of the California Streets and Highways Code (commencing at Section 5898.12) (“Chapter 29”), to assist owners of real properties to finance the cost of installation of distributed generation renewable energy sources or energy efficiency or water conservation improvements or electric vehicle charging infrastructure (the “Eligible Products”) that are permanently fixed to the properties of such owners.

2.2 In establishing the Authority's PACE Program, Authority has pursuant to Chapter 29 approved a report addressing the matters specified therein (such report and any supplemental handbook, as each have or may be amended from time to time, are collectively referred to as the “Authority's PACE Program Report”). The Authority's PACE Program Report governs the administration of the Authority's PACE Program and establishes, among other terms, the eligibility requirements applicable to property owners, properties, contractors and Eligible Products, financial terms applicable to property owners and the administrative process for property owner participation in the Authority's PACE Program.

2.3 Authority has entered into an agreement establishing the terms and conditions pursuant to which PACE Administrator shall provide administration services to Authority for the Authority's PACE Program for property owners participating in the Authority's PACE Program (the “Authority Program Administration Agreement”).

2.4 CVAG would like to add to the options available to owners of commercial properties within the Coachella Valley for obtaining financing of the installation of Eligible Products that are permanently fixed to the properties of such owners.

2.5 In April 2013, the CVAG Executive Committee directed staff to explore the option of encouraging competition by offering PACE programs provided by both Ygrene Energy Fund and the HERO program. The Executive Committee identified requirements to be part of any PACE program. Ygrene was selected as the only entity meeting these requirements at the time and CVAG already offers a PACE program with Ygrene Energy Fund. CVAG now offers a PACE program through other providers as well. It is the intent of this Agreement to provide for the requirements established by the CVAG Executive Committee regarding participation in the Authority's PACE Program: 1) adhere to Consumer Protections and Policies adopted by CVAG Executive Committee, and 2) CVAG Executive Committee lead in reviewing changes to the PACE program.

2.6 CVAG and PACE Administrator desire to enter into this Agreement to establish the terms and conditions pursuant to which administration services for the Authority's PACE Program (the "Program Administration Services") will be provided to CVAG and all cities and that portion of Riverside County located in the CVAG region (including the census designated places of Mecca, Thousand Palms, Thermal and Bermuda Dunes) which have elected to participate in the Authority's PACE Program (collectively, the "CVAG Jurisdictions").

3. THE PURPOSE OF THE AGREEMENT.

CVAG and PACE Administrator desire to enter into this Agreement to establish the terms and conditions pursuant to which the PACE Administrator shall provide Program Administrative Services to CVAG and the CVAG Jurisdictions. PACE Administrator desires to perform and assume responsibility for the provision of such Program Administration Services on the terms and conditions set forth in this Agreement. CVAG understands and agrees that the PACE Administrator does not, and will not, perform services under the Figtree PACE Program on residential properties. Rather, services performed by PACE Administrator under the Figtree PACE Program are performed on commercial properties. Any services provided by PACE Administrator under this Agreement shall be solely performed on commercial properties. PACE Administrator represents that it is legally qualified to provide such Program Administration Services, and has or will obtain all necessary licenses and authorizations from the State of California and any agency of the federal government with the authority to regulate the provision of such Program Administration Services.

4. TERMS.

4.1 Scope of Program Administration Services and Term of Agreement.

4.1.1 General Scope of Program Administration Services. PACE Administrator promises and agrees to provide Program Administration Services and to furnish financing necessary to provide labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately implement the provision of the Program Administration Services. All Program Administration Services shall be subject to, and performed in accordance with, the Authority Program Administration Agreement that PACE Administrator has entered into with Authority, the exhibits attached thereto and incorporated therein by reference, except as otherwise provided in this Agreement, and all applicable local, state and federal laws, rules and regulations.

4.1.2 Term. The term of this Agreement shall be three years from the Effective Date of this Agreement, unless sooner terminated as provided herein. Thereafter, the term of this

Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least thirty (30) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.

4.2 Responsibilities of PACE Administrator and CVAG.

4.2.1 Control and Payment of Subordinates; Independent Contractor. The Program Administration Services shall be performed by PACE Administrator or under its supervision in accordance with the Authority Program Administration Agreement and this Agreement (collectively, the “Agreements”). PACE Administrator will determine the means, methods and details of performing the Program Administration Services subject to the requirements of the Agreements. PACE Administrator retains the right to perform services similar to Program Administration Services authorized to be provided under the Agreements for other public agencies implementing similar programs. Any personnel performing Program Administration Services under the Agreements on behalf of PACE Administrator shall also not be employees of CVAG and shall at all times be under PACE Administrator’s exclusive direction and control. PACE Administrator shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Program Administration Services under the Agreements and as required by law. PACE Administrator shall be responsible, if legally required, for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers compensation insurance.

4.2.2 PACE Administrator’s Responsibilities. PACE Administrator shall perform Program Administration Services as set forth in the Authority Program Administration Agreement, except as such Program Administration Services are modified as set forth in Exhibit A, including but not limited to the requirement that all projects comply with the pricing guidelines provided by CVAG. PACE Administrator represents that it has the professional and technical personnel and financial resources required to perform Program Administration Services in conformance hereto.

4.2.3 CVAG Responsibilities. In order to facilitate PACE Administrator’s performance of Program Administration Services, CVAG shall respond to PACE Administrator’s requests and submittals in a timely manner including auditing projects as set forth in the Schedule of Responsibilities attached as Exhibit A. Bonds issued to finance improvements pursuant to this Program shall be issued by Authority. In order for bonds to be issued with respect to projects in CVAG Jurisdictions, applicable member agencies of CVAG must adopt the resolution as set forth in Exhibit B. CVAG represents that it has the professional personnel and financial resources required to perform the CVAG Responsibilities in conformance hereto. CVAG has also contracted with other contractors to provide PACE programs pursuant to Chapter 29 and/or the Mello Roos Community Facilities Act of 1982 (codified at California Government Code section 53311 and following, and as amended by Senate Bill 555, Statutes of 2011, chapter 493,) within its member jurisdictions, and reserves the right to implement similar and any other programs with other contractors.

4.2.4 Compensation.

(a) CVAG has no responsibility to pay PACE Administrator for the provision of Program Administration Services.

(b) On January 15, April 15, July 15 and October 15 of each calendar year, PACE Administrator will pay CVAG an amount equal to 0.25% of the total financed amount for projects on properties within the boundaries of CVAG Jurisdictions that were funded under the Authority's PACE Program during the preceding calendar quarter. All such fees paid to CVAG by PACE Administrator shall not be collected from or passed on to the property owner; nor shall such fees be included in the amount financed by the property owner; rather, all such fees paid to CVAG shall be paid out of PACE Administrator's general revenues.

(c) The Parties agree that all program fees for the Authority's PACE Program charged to the property owner and/or the contractor shall be designed to minimize up-front costs for property owners. In furtherance of this objective, PACE Administrator shall make CVAG aware of any changes to program fees. Fees charged to property owners in the CVAG region shall be no more than comparable fees charged to property owners in other cities and counties participating in the Authority's PACE Program (except for Lien Recordation fees which are set by each county).

4.2.5 Conformance to Applicable Requirements. Prior to launch and no less frequently than once a quarter, PACE Administrator shall meet with the CVAG Representative and other CVAG representatives to review and approve PACE Administrator's marketing and customer service plans for the Authority's PACE Program in the CVAG Jurisdictions. To the extent there are material changes to the marketing and customer service plans, PACE Administrator shall meet with the CVAG Representative and other CVAG representatives to review and approve the revised marketing and customer service plans for the CVAG Jurisdictions. PACE Administrator and CVAG shall schedule quarterly meetings at PACE Administrator offices or CVAG's offices for an update on the Authority's PACE Program.

4.2.6 The CVAG Representative. CVAG hereby designates Thomas Kirk, or his or her designee, to act as its representative for the performance of this Agreement (the "CVAG Representative"). The CVAG Representative shall have the power to act on behalf of CVAG for all purposes under this Agreement. PACE Administrator shall not accept direction or orders from any person on behalf of CVAG other than the CVAG Representative or his designee. The CVAG Representative shall provide written notice to PACE Administrator of the appointment or the rescission of the appointment of any designee of the CVAG Representative hereunder.

4.2.7 The PACE Administrator Representative. PACE Administrator hereby designates Peter S. Grabell, or his or her designee, to act as its representative for the performance of this Agreement (the "PACE Administrator Representative"). The PACE Administrator Representative shall have the power to act on behalf of PACE Administrator for all purposes under this Agreement. CVAG shall not accept direction or orders from any person on behalf of PACE Administrator other than the PACE Administrator Representative or his or her designee. The PACE Administrator Representative shall provide written notice to CVAG of the appointment or the rescission of the appointment of any designee of the PACE Administrator Representative hereunder.

4.2.8 Coordination of Program Administration Services. PACE Administrator agrees to work closely with CVAG staff in the performance of Program Administration Services and shall be reasonably available to CVAG's staff.

4.2.9 Standard of Care. PACE Administrator shall perform all Program Administration Services under the Agreements in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. PACE Administrator represents and maintains that it is skilled in the professional calling and has the financial resources necessary to perform Program Administration Services. PACE Administrator warrants that all employees and/or agents of PACE Administrator shall have sufficient skill and experience to perform Program Administration Services assigned to them. Further, PACE Administrator represents that it, its employees and agents have, or will have prior to the performance of Program Administration Services, all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform Program Administration Services, and that such licenses and approvals shall be maintained throughout the term of the Agreements. CVAG again acknowledges that (1) any services provided by PACE Administrator under this agreement shall only be performed on commercial properties, and (2) that PACE Administrator does not perform services under the Figtree PACE Program on residential properties. PACE Administrator shall perform, at its own cost and expense and without reimbursement from CVAG, any services necessary to correct errors or omissions which are caused by PACE Administrator's failure to comply with the standard of care provided for herein.

4.2.10 Laws and Regulations. PACE Administrator shall keep itself fully informed of and in material compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Authority's PACE Program or Program Administration Services, including without limitation, all Cal/OSHA requirements and all applicable federal and state securities laws and regulations, and shall give all notices required by law. PACE Administrator shall be liable for all of its violations of such laws, rules and regulations in connection with Program Administration Services.

4.3 Accounting Records – Maintenance and Inspection.

PACE Administrator shall maintain complete and accurate records, consistent with its records retention policy and applicable law. All such records shall be clearly identifiable. PACE Administrator shall, no more than once per calendar year, at reasonable times and upon thirty (30) days' prior written notice from CVAG, allow a representative of CVAG and/or its agent during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. PACE Administrator shall, at reasonable times and upon reasonable notice, allow inspection of all work, data, documents, proceedings, and activities related to the Agreement. CVAG agrees to maintain the confidentiality of the records in accordance with the Confidentiality provisions of Section 4.4.6.

4.4 General Provisions.

4.4.1 Termination of Agreement for Cause. Should either Party breach one or more of its material obligations as outlined herein in a material way, the non-breaching Party may, by written notice, terminate the whole or any part of this Agreement by giving written notice to the breaching Party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Notwithstanding anything to the contrary

in the immediately preceding sentence, the non-breaching Party shall provide the breaching Party with at least thirty (30) days advance written notice within which to cure any such potential breach. If the matter is cured within this thirty (30) day period, then the non-breaching Party shall not be entitled to terminate this Agreement, and if the matter is not so cured, the non-breaching Party may proceed with the process outlined in the first sentence of this Section 4.4.1.

4.4.2 Termination Without Cause. Either Party may terminate this Agreement, without cause, effective 90 days after giving written notice of such termination to the other Party.

4.4.3 Transition Period Upon Termination. PACE Administrator shall stop accepting applications for Program Assessment Contracts within the CVAG Jurisdictions on the effective date of any termination of this Agreement. Upon request by CVAG and following the effective date of any termination of this Agreement by CVAG, as provided above, PACE Administrator shall provide CVAG with an accounting of (i) all pending applications for Program Assessment Contracts respecting properties that were initiated prior to such effective date and (ii) all executed Program Assessment Contracts respecting properties that were outstanding but unfunded as of the time of such termination (collectively, “Pending Program Assessment Contracts”). PACE Administrator shall have the option to close and fund each Pending Program Assessment Contract in accordance with its respective terms, subject to the review of the appropriate documentation by CVAG, and notwithstanding the termination of this Agreement. Within two (2) business days following receipt by CVAG of the relevant documentation, CVAG shall have the authority to deny any project that CVAG reasonably deems to have insufficient consumer protection, is not an eligible measure and/or which is not within the pricing guidelines. Absent notice of a denial by CVAG of a Pending Program Assessment Contract, approval will be deemed to have been given on the third business day after CVAG's receipt of the relevant documentation.

4.4.4 Effect of Termination on the Authority Program Administration Agreement. The termination of this Agreement by CVAG pursuant to the provisions hereof shall not result in the termination of the Authority Program Administration Agreement as such agreement applies to the provision of Program Administration Services outside of the CVAG Jurisdictions.

4.4.5 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

PACE Administrator: Dividend Finance Inc.
Attn: Legal Department
Attn: Peter S. Grabell, SVP PACE
9330 Scranton Road, Suite 600
San Diego, CA 92121
Email: PACE@dividendfinance.com
Email: Legal@dividendfinance.com

CVAG: Coachella Valley Association of Governments
73710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Attn: Executive Director
Facsimile: (760) 340-5949

Such notice shall be deemed made when personally delivered or 48 hours after sent via certified mail and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

4.4.6 Confidentiality, Intellectual Property and Data Compilation.

(a) Confidentiality. Except as otherwise set forth in this Agreement, all non-public ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data provided by either Party to the other Party (including any copies or manuscripts of such information produced by a Party pursuant to this Agreement) or otherwise including any financial structure and financing approach of Program Assessments in connection with the performance of this Agreement shall be held confidential by the other Party. Nothing furnished to either Party which is (i) otherwise known to the receiving Party prior to such disclosure, (ii) is generally known to the public through no fault of the party to whom such information has been disclosed, (iii) has become known, to the related industry, (iv) rightly obtained from third parties, who, to the best of a party's knowledge, are not under an obligation of confidentiality, (v) independently developed by the receiving party without reference to the originating party's information, or (vi) is subject to the California Public Records Act, shall be deemed confidential. The parties shall mutually agree on the use of their respective insignia or names in any magazine, trade paper, newspaper, television or radio production or other similar medium. Notwithstanding the above, any documents prepared for the Authority's PACE Program that are intended to be provided to the public shall not be subject to the limitations of this Section 4.4.6.

(b) Intellectual Property. CVAG expressly acknowledges and agrees that any and all computer software and all source code thereof, used or developed by PACE Administrator ("Proprietary Software") in performing the Program Administration Services is proprietary and PACE Administrator, or its licensors, shall at all times exclusively own all rights, title, and interest in such software and Proprietary Software, including all intellectual property rights contained therein. However, such software shall be made available to CVAG to the extent necessary to examine, review or audit Program records and documents. Further, except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of either party's intellectual property rights to the other party, and each party will retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

(c) Data Compilation. CVAG acknowledges and agrees that PACE Administrator, or its licensors, will have spent substantial time and effort in collection and compiling data and information (the "Data Compilations") in connection with the Authority's PACE Program Administration Services and that such Data Compilations may be used by PACE Administrator (or such licensors) for their own purposes, including, without limitation, sale or distribution to third parties; provided, however, that PACE Administrator will not, and shall ensure that its licensors will not, sell or distribute any of CVAG's confidential information that may be contained in such Data Compilations, unless such confidential information is used only on an aggregated and anonymous basis.

4.4.7 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be reasonably necessary, appropriate or convenient to attain the purposes of this Agreement.

4.4.8 Arbitration and Equitable Relief.

(a) *Arbitration.* In consideration of PACE Administrator's rights under this Agreement, CVAG's promise to arbitrate disputes under this Agreement, and the receipt of revenue earned by PACE Administrator, at present and in the future, PACE Administrator and CVAG agree that any and all controversies, claims, or disputes with anyone (including CVAG and any employee, officer, director, volunteer of CVAG in its capacity as such or otherwise), whether brought on an individual, group, or class basis, arising out of, relating to, or resulting from PACE Administrator's performance of Program Administration Services under this Agreement or the termination of this Agreement, including any breach of this Agreement by either Party, shall be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1283.05 (the "Rules") and pursuant to California law. Disputes which PACE Administrator and CVAG agree to arbitrate, and thereby agree to waive any right to a trial by jury, include any statutory claims under state or federal law, the California Labor Code, and claims of harassment, discrimination and wrongful termination. PACE Administrator and CVAG further understand that this Agreement to arbitrate also applies to any disputes that PACE Administrator or CVAG may have with each other.

(b) *Procedure.* PACE Administrator and CVAG agree that any arbitration will be administered by the American Arbitration Association ("AAA"), and that the neutral arbitrator will be selected in a manner consistent with AAAs National Rules for the Resolution of Contract Disputes. PACE Administrator and CVAG agree that the arbitrator shall have the power to decide any motions brought by any Party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. PACE Administrator and CVAG also agree that the arbitrator shall have the power to award any remedies available under applicable law, and that the arbitrator shall award attorneys' fees and costs to the prevailing Party except as prohibited by law. PACE Administrator agrees that the arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules and that to the extent that the AAA's National Rules for the Resolution of Contract Disputes conflict with the Rules, the Rules shall take precedence. PACE Administrator and CVAG agree that the decision of the arbitrator shall be in writing.

(c) *Remedy.* Except as provided by the Rules and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between PACE Administrator and CVAG. Accordingly, except as provided for by the Rules and this Agreement, neither PACE Administrator nor CVAG will be permitted to pursue court action regarding claims that are subject to arbitration except to have an arbitration award entered as a judgment for enforcement purposes.

(d) *Availability of Injunctive Relief.* PACE Administrator and CVAG agree that either PACE Administrator or CVAG may petition a court for provisional relief, including injunctive relief, as permitted by the Rules, including, but not limited to, where either PACE Administrator or CVAG alleges or claims a violation of this Agreement between CVAG and PACE Administrator. PACE Administrator and CVAG understand that any breach or

threatened breach of such an agreement (including this Agreement) will cause irreparable injury and that money damages will not provide an adequate remedy therefor and both CVAG and PACE Administrator hereby consent to the issuance of an injunction.

4.4.9 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

4.4.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in the County of Riverside.

4.4.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

4.4.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

4.4.13 Assignment or Transfer. PACE Administrator shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of CVAG provided, however, PACE Administrator may assign this Agreement to an affiliate or in connection with a merger or the sale of all or substantially all of its assets provided that the successor entity expressly assumes all of the obligations and confirms all of the representations and warranties of PACE Administrator hereunder. Any such unpermitted assignment, hypothecation or transfer shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

4.4.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise defined herein above, any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to PACE Administrator include all personnel, employees, agents, and subcontractors of PACE Administrator, except as otherwise specified in this Agreement. All references to CVAG include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.4.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by the Parties.

4.4.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

4.4.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

4.4.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.4.19 Prohibited Interests. PACE Administrator maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for PACE Administrator or independent contractors and consultants engaged by PACE Administrator to perform services of the nature of those included on the Schedule of Responsibilities attached hereto, to solicit or secure this Agreement. Further, other than its outside counsel, PACE Administrator warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for PACE Administrator, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CVAG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CVAG, during the term of his or her service with CVAG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

4.4.20 Equal Opportunity Employment. PACE Administrator represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or other protected class. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

4.4.21 Labor Certification. By its signature hereunder, PACE Administrator certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of Program Administration Services.

4.4.22 Authority to Enter Agreement. PACE Administrator has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreements. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

4.5 Subcontracting.

4.5.1 Prior Approval Required. PACE Administrator shall not subcontract any portion of Program Administration Services, except as expressly stated herein, without prior written approval of CVAG; *provided that* PACE Administrator may subcontract its duties to its affiliates or hire individuals that act as independent contractors or consultants; *and provided further* that no such arrangement shall relieve PACE Administrator of its obligations hereunder and PACE Administrator will be responsible for all acts and omissions of such subcontractors and agents in performance of any duties so delegated. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

4.6 Insurance.

4.6.1 Time for Compliance. PACE Administrator shall not commence Program Administration Services under this Agreement until it has provided evidence satisfactory to CVAG that it has secured all insurance required under this Section. In addition, PACE Administrator shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to CVAG that the subcontractor has secured all insurance required under this section.

4.6.2 Minimum Requirements. PACE Administrator shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by PACE Administrator, its agents, representatives, employees or subcontractors. PACE Administrator shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers Compensation and Employers Liability*: Workers Compensation insurance as required by the State of California and Employers Liability Insurance.

(b) **Minimum Limits of Insurance.** PACE Administrator shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers Compensation and Employers Liability*: Workers Compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

4.6.3 Professional Liability. PACE Administrator shall procure and maintain and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of Program Administration Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

4.6.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or PACE Administrator shall provide endorsements on forms supplied or approved by CVAG to add the following provisions to the insurance policies:

(a) **General Liability.** The general liability policy shall be endorsed to state that: (1) CVAG, its directors, members, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to Program Administration Services or operations performed by or on behalf of PACE Administrator, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects CVAG, its directors, members, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of PACE Administrator's scheduled underlying coverage. Any insurance or self-insurance maintained by CVAG, its directors, members, officials, officers, employees, agents and volunteers shall be excess of PACE Administrator's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) CVAG, its directors, members, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by PACE Administrator or for which PACE Administrator is responsible; and (2) the insurance coverage shall be primary insurance as respects CVAG, its directors, members, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of PACE Administrator's scheduled underlying coverage. Any insurance or self-insurance maintained by CVAG, its directors, members, officials, officers, employees, agents and volunteers shall be excess of PACE Administrator's insurance and shall not be called upon to contribute with it in any way.

(c) All Coverages. The professional liability, general liability and automobile liability policies required by this Agreement shall be endorsed to state that the respective insurer (or in the case of professional liability insurance provided pursuant to Section 4.6.3, the respective insurer or PACE Administrator) shall provide CVAG with written notice within thirty (30) days of any suspension, voiding or cancellation of the insurance policy. Such insurers shall also agree to waive all rights of subrogation against CVAG, its directors, members, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by PACE Administrator.

4.6.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to CVAG, its directors, members, officials, officers, employees, agents and volunteers.

4.6.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions in an amount greater than \$10,000 (other than the professional liability policy, for which the relevant amount of any deductibles or self-insured retentions shall not be greater than \$250,000) must be declared to and approved by CVAG. If any deductibles or self-insured retentions exceed such amounts, CVAG may require PACE Administrator to, at CVAG's option, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CVAG, its directors, members, officials, officers, employees, agents and volunteers; or (2) PACE Administrator shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

4.6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Bests rating no less than A-:VII, licensed to do business in California.

4.6.8 Verification of Coverage. PACE Administrator shall furnish CVAG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to CVAG. The Certificates of Insurance shall not only name the type of policy provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by CVAG if requested. All certificates and endorsements must be received and approved by CVAG before work commences. CVAG reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.7 Indemnification.

PACE Administrator shall defend, indemnify and hold CVAG, its directors, members, officials, officers, employees, volunteers and agents (each, a "CVAG Indemnified Person") free and harmless from any and all claims, demands, causes of action, reasonable, documented, out-of-pocket costs and expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent or wrongful acts or omissions or willful misconduct of PACE Administrator, its directors, officials, officers, employees, agents, consultants, contractors and subcontractors, arising out of or in connection with the performance of the Program Administration Services, the Authority's PACE Program or this Agreement, including without limitation the payment of all reasonable attorneys' fees and other related costs and expenses. PACE Administrator shall defend, at PACE Administrator's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any CVAG Indemnified Person in accordance with this Section 4.7. PACE Administrator shall pay and satisfy any judgment, award or decree that may be rendered against any CVAG Indemnified Person in any such suit, action or other legal proceeding. PACE Administrator shall reimburse CVAG Indemnified Person for any and all reasonable, documented, out-of-pocket legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. PACE Administrator's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by any CVAG Indemnified Person.

CVAG shall defend, indemnify and hold PACE Administrator, its officials, officers, employees, volunteers and agents (each, a "PACE Administrator Indemnified Person") free and harmless from any and all claims, demands, causes of action, reasonable, documented, out-of-pocket costs and expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any reckless acts or omissions or willful misconduct of CVAG, its officials, officers, employees, agents, consultants, contractors and subcontractors, arising out of or in connection with the performance of the Program Administration Services, the Authority's PACE Program or this Agreement, including without limitation the payment of all reasonable, documented, out-of-pocket attorneys' fees and other related costs and expenses. CVAG shall defend, at CVAG's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any PACE Administrator Indemnified Person in accordance with this Section 4.7. CVAG shall pay and satisfy any judgment, award or decree that may be rendered against any PACE Administrator Indemnified Person in any such suit, action or other legal proceeding. CVAG shall reimburse each PACE Administrator Indemnified Person for any reasonable, documented, out-of-pocket legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CVAG's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by any PACE Administrator Indemnified Person.

In the event that any CVAG Indemnified Person or PACE Administrator Indemnified Person (collectively "Indemnified Persons") shall receive any claim or demand or be subject to any suit or proceeding of which a claim may be made against the other under this Section 4.7, the Indemnified Person shall give prompt written notice thereof to the indemnifying Party (each, an "Indemnitor"); provided that the failure to give such notice in a timely manner shall not impact the availability of indemnification except to the extent that it materially and adversely impacts the defense of the claim or demand. Upon receipt of such notice, the Indemnitor shall have thirty (30) days to object to the demand to defend and/or indemnify the Indemnified Person set forth in such

notice by delivery of a written objection to the Indemnified Person specifying in reasonable detail the basis for such objection. Failure to timely deliver an objection shall constitute Indemnitor's final and binding acceptance of its obligation to defend such claim and its indemnification obligations in respect of such claim or demand once finally resolved.

If the Indemnitor timely delivers an objection to its obligation to defend pursuant to this Section 4.7, the Parties shall in good faith seek to resolve any dispute within the 30-day period following delivery of such objection or such shorter period of time required to prevent a material adverse impact to the defense of the claim or demand. If the Parties have not resolved their dispute within such period or such shorter period of time required to prevent a material adverse impact to the defense of the claim or demand, the Indemnified Party may assume control of the defense as provided below and any dispute over the Indemnitor's ultimate liability for indemnity and defense obligations under this Section 4.7 for such claim or demand shall be resolved by arbitration in accordance with the dispute resolution procedures set forth in Section 4.4.8.

With respect to third party claims, the Indemnitor shall have the right, at its option and expense, to be represented by counsel of its choice (with the consent of the Indemnified Party, not to be unreasonably withheld) and to participate in, or control all aspects of, the defense, negotiation and/or settlement of any such claim; provided, that the Indemnified Person may control all aspects of any such claim with counsel of its choice, at the expense of the Indemnitor (for the avoidance of doubt, subject to recovery of any amounts determined by arbitration to have been properly and timely objected to by the Indemnitor in accordance with this Section 4.7), only if (i) the Indemnitor disputes its obligation to defend under 4.7, (ii) the Indemnitor does not pursue with reasonable diligence such defense, negotiation or settlement, or (iii) such claim involves the potential imposition of criminal liability upon such Indemnified Person. The Indemnitor and the Indemnified Person shall cooperate fully with each other in connection with the defense, negotiation or settlement of any claim described in this Section 4.7, including keeping each other fully informed regarding material developments relating to the claim. The Indemnitor shall have the right to settle any claim and the Indemnified Person shall have a right to notice of any such settlement, provided that the Indemnitor shall not execute or otherwise agree to any settlement agreement that (1) provides for other than monetary payment by the Indemnitor (including, for the avoidance of doubt, any admission of guilt or wrongdoing by any applicable Indemnified Party) without the Indemnified Person's prior written consent, which consent shall not be unreasonably withheld, or (2) does not include as an unconditional term thereof the giving of a release from all liability with respect to such claim by each claimant or plaintiff to each Indemnified Person that is or may be subject to the claim. Notwithstanding the foregoing, the Indemnified Person shall have the right to pay or settle any claim; provided that in such event it shall waive any right to indemnity therefor from the Indemnitor unless the Indemnitor has not pursued with reasonable diligence the defense, negotiation or settlement of such claim. If the Indemnitor elects not to defend such claim or is prohibited from doing so, and the Indemnified Person defends such claim directly, the Indemnified Person shall provide fifteen (15) days advance written notice of any proposed settlement of such claim to the Indemnitor and shall act in connection therewith reasonably and in accordance with the Indemnified Person's good faith business judgment.

No third party shall be a direct beneficiary of this Section 4.7.

4.8 Application of this Agreement. This Agreement shall apply solely to the provision of Program Administration Services within those cities within CVAG that have elected to participate in the Authority's PACE Program.

4.9 Conflict with the Authority's PACE Program Report. If any provision of this Agreement shall conflict with the provisions of the Authority's PACE Program Report, the provisions of the Authority's PACE Program Report shall prevail.

4.10 No Amendment to the Authority Program Administration Agreement. Except as expressly provided for herein, all terms of the Authority Program Administration Agreement shall remain in full force and effect.

4.11 NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

COACHELLA VALLEY
ASSOCIATION OF GOVERNMENTS

DIVIDEND FINANCE INC.

By: _____
Name: Christy Gilbert Holstege, Esq.
Title: CVAG Chair

By: _____
Name: Peter Grabell
Title: Senior V.P. C-PACE

APPROVED AS TO FORM:

By: _____
Name: Michael Jenkins
Title: CVAG General Counsel

EXHIBIT "A"

CVAG SCHEDULE OF RESPONSIBILITIES

CVAG will be responsible for coordination with PACE Administrator and the CVAG member agencies to implement the Authority's PACE Program in the CVAG Jurisdictions. Consequently, CVAG shall timely take the following actions:

- a. Assist CVAG member agencies with the process of adoption of resolutions and/or other actions necessary to participate in the Authority's PACE Program.
- b. Adopt resolutions and approve documents authorizing the Authority's PACE Program;
- c. Audit, at CVAG's discretion, of funded projects for which property owners have used Authority financing within the CVAG Jurisdictions. The audit may include verification that the projects are eligible and are within pricing guidelines. PACE Administrator will provide an Eligible Products list that is specific to Authority's PACE Program and CVAG will provide the pricing guidelines that set a maximum consumer cost for projects funded through all PACE programs in CVAG territory.

On a monthly basis, as requested by CVAG, PACE Administrator will provide CVAG with a list of completed projects that have used Authority financing. The information will include the product details and the associated costs for each project. CVAG shall have the option of auditing any one or all of the projects to verify the projects are eligible and costs are within the agreed upon range. From the date that PACE Administrator provides the relevant documentation, CVAG shall have two (2) weeks to complete the audit. The CVAG fee will be paid only on projects that receive funding.

If there is a reasonable question on a project, CVAG will flag the project and contact PACE Administrator for an explanation. If there is no reasonably satisfactory explanation, PACE Administrator shall warn the respective contractor, place them on probation, or remove them from the program, depending on their previous performance and demonstration of a commitment to prevent similar issues from occurring in the future. CVAG may terminate participation in the Authority's PACE Program if, at any point, it reasonably determines that an audit has produced significant unsatisfactory results without proper response from PACE Administrator.

CVAG's exercise of its right to audit, or to not audit, a project shall not relieve PACE Administrator of its obligation to indemnify and defend CVAG from and against an act or omission by PACE Administrator pursuant to Section 4.7 above, whether an audit by CVAG would have put CVAG on notice of a potential claim.

- d. The CVAG Representative may, from time to time, recommend to the PACE Administrator Representative revisions to the program criteria and the CVAG Representative and the PACE Administrator Representative shall meet and consult, either in person or by conference call, regarding such recommendations. CVAG acknowledges that revisions to the program criteria are subject to the approval of Authority as required pursuant to Chapter 29.

e. Coordinate with PACE Administrator on program marketing and outreach, to ensure that such marketing and outreach is compatible with existing PACE programs offered in the CVAG region and property owners in the CVAG region are aware of the options for all PACE programs.

EXHIBIT “B: RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE [BOARD OF SUPERVISORS/CITY COUNCIL] OF THE [COUNTY/CITY] OF [_____] CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE [COUNTY/CITY] IN THE PACE PROGRAMS; AUTHORIZING [_____] TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE [COUNTY/CITY]; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the [_____] (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the [County/City] of [_____] (the [“County”/“City”]); and

WHEREAS, the Authority is implementing various Property Assessed Clean Energy (PACE) programs, each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are [_____] and the Authority will notify the [County/City] in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the [County/City] desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the [County's/City's] official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the [County/City] will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the [Board of Supervisors/City Council] of the [County/City] of [_____] as follows:

Section 1. This [Board of Supervisors/City Council] hereby finds and declares that properties in the territory of the [County/City] will benefit from the availability of the Programs within the territory of the [County/City] and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the [County/City] hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the [County/City] and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The [County/City] will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the [County/City] are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the [_____] of the [County/City] from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: [_____ specify name of position].

Section 4. The appropriate officials and staff of the [County/City] are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The [Board of Supervisors/City Council] hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect once it is adopted only for a program administrator who has entered into an administration agreement with the Coachella Valley Association of Governments (CVAG) and provides the City a fully executed copy of such agreement with CVAG. The [Clerk of the Board/City Clerk] is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, [insert name and address of Authority_____].

PASSED AND ADOPTED this _____ day of _____, 20__ by the following vote, to wit:

AYES: [Board/Council] Members _____

NOES: [Board/Council] Members _____

ABSENT: [Board/Council] Members _____

ABSTAIN: [Board/Council] Members _____

RESOLUTION NO. _____

**RESOLUTION APPROVING, AUTHORIZING AND DIRECTING
EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF
POWERS AGREEMENT RELATING TO [_____]
_____]**

WHEREAS, the [County/City] of _____, California (the ["City"/"County"]), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to _____, dated as of _____ (the "Agreement"); and

WHEREAS, there is now before this [Board of Supervisors/City Council] the form of the Agreement; and

WHEREAS, the [County/City] proposes to participate in the Programs and desires that certain projects to be located within the [County/City] be financed pursuant to the Programs and it is in the public interest and for the public benefit that the [County/City] do so; and

WHEREAS, the Agreement has been filed with the [Clerk of the Board/City Clerk], and the members of the [Board of Supervisors/City Council] of the [County/City], with the assistance of its staff, have reviewed said document;

NOW, THEREFORE, BE IT RESOLVED BY THE [BOARD OF SUPERVISORS/CITY COUNCIL] OF THE [COUNTY/CITY] OF _____ AS FOLLOWS:

Section 1. The Agreement is hereby approved and the [Chairman of the Board of Supervisors/Mayor of the City] is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said [Board of Supervisors/City Council], and the [Clerk of the Board/City Clerk] is hereby authorized and directed to affix the [County's/City's] seal to said document and to attest thereto.

Section 2. [The Chairman of the Board of Supervisors/The Mayor of the City], the [County Executor Officer/City Manager], the [Clerk of the Board/City Clerk] and all other proper officers and officials of the [County/City] are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The [Clerk of the Board/City Clerk] shall forward a certified copy of this Resolution and an originally executed Agreement to General Counsel for the Authority:

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the [Board of Supervisors/City Council] of the [County/City] of _____ at a regular meeting of said [Board of Supervisors/City Council] held on the _____ day of _____, 20__, by the following vote:

AYES:

NOES:

ABSENT:

[Chairman/Mayor]

ATTEST:

[Clerk of the Board/City Clerk]

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Regional Energy Network Cooperative Cost Sharing Agreement

Contact: Benjamin Druyon, Management Analyst (bdruyon@cvag.org)

Recommendation: Authorize the Executive Director to execute a cooperative cost sharing agreement with Western Riverside Council of Governments and San Bernardino Council of Governments to finalize approval of a Regional Energy Network by the California Public Utilities Commission, with CVAG's share of costs not to exceed \$15,000

Energy & Environmental Resources Committee: CONCURS (Meeting of September 9th)

Background: For the last several years, CVAG has been collaborating with Western Riverside Council of Governments (WRCOG), and San Bernardino Council of Governments (SBCOG) on the possibility of creating a new joint Regional Energy Network (REN) for the Inland Empire. The goal was to fill some of the funding gaps that were a result of declining funding from the California Public Utilities Commission (CPUC) for Local Government Partnerships and energy efficiency programs, as well as the end of the ten-year Desert Cities Energy Partnership funding. RENs are becoming a viable model that many local governments are looking towards to replicate and implement within their service territory to continue providing energy efficiency support to their communities. The CPUC's intent is for RENs to undertake programs that the Investor-Owned Utilities such as Southern California Edison cannot or do not intend to do. Existing RENs work with the utilities to ensure their programs do not overlap. RENs can target hard to reach areas, low-income customers, and design programs that have the potential to be scaled to larger geographic areas. Initial analysis demonstrates the potential for an Inland Empire REN (IREN) to bring between \$5 to \$10 million in annual funding to Riverside and San Bernardino Counties.

The CVAG Executive Committee first authorized a cost-sharing agreement with WRCOG and SBCOG in 2019. But it was never fully executed. In 2020, CVAG Executive Committee authorized a new cost-sharing agreement to finalize a business plan for the IREN, for which CVAG's costs were not to exceed \$50,000. That cooperative agreement expired on June 30, 2021, and the funding has been expended.

While great progress has been made, the IREN business plan is awaiting approval by the CPUC. Based on feedback from CPUC staff, the business plan was submitted to the CPUC on February 26, 2021. At the April 8, 2021 meeting, staff updated the Energy & Environmental Resources Committee on the status of the IREN, and included a link to the business plan that was submitted to the CPUC. On July 6, 2021, the CPUC released [Rulemaking 13-11-005](#), seeking further comment on the IREN business plan. Comments were filed by other supporting REN's as well as Southern California Edison, Southern California Gas Company, and opposing factions. The IREN team also submitted responses to the comments.

CVAG staff is now recommending that we continue the partnership with WRCOG and SBCOG until the business plan is formerly approved by the CPUC, which may occur near the end of 2021. At the request of SBCOG, a new agreement is being presented instead of an amendment to the previous one to address the current phase of the project. SBCOG and WRCOG are also in the

process of approving the new agreement. If the business plan is approved – and CPUC staff has indicated a favorable outcome – the next phase of the IREN involves development of an implementation plan and detailed budget, which will be submitted to the CPUC for final approval and assignment of funds. The recommended cost sharing agreement would include funds to prepare for the implementation of the IREN in early 2021. Multiple requests for proposals will need to be drafted and released for consultants to assist with implementation tasks.

Throughout this business plan development, staff from all three councils of governments have coordinated with CPUC staff who have provided great support and have advocated on behalf of this REN initiative. In addition to discussions with the CPUC, staff has worked with member jurisdictions to acquire letters of support and to finalize details regarding the IREN business plan. The IREN team will also continue close collaboration with the IOUs, other existing RENs, and with other operational Community Choice Aggregations within its service territory, such as Desert Community Energy and Rancho Mirage Energy Authority, to ensure there is no duplication of efforts.

Staff's recommendation is to authorize the Executive Director to execute a cooperative cost sharing agreement with WRCOG and SBCOG for the final steps of the approval process of the Business Plan with the CPUC to form a REN, with CVAG's share of costs not to exceed \$15,000. Staff would note that, at their request, the agreement refers to SBCOG under its previous acronym of SANBAG.

Contract Finalization: Authorize the Executive Director and/or CVAG legal counsel to make minor changes/revisions for clarification purposes.

Fiscal Analysis: The CVAG Executive Committee approved \$50,000 on June 8, 2020, for the creation and submission of the IREN business plan. These funds, which came from the Property Assessed Clean Energy (PACE) program, have been spent. The cost sharing agreement has also expired.

The recommended cost-sharing agreement authorizes another \$15,000 from CVAG to complete the approval process for the IREN business plan with the CPUC. SBCOG and WRCOG will pay the same amount. If the business plan is approved by the CPUC, the IREN team would need to go out to bid for the implementation plan phase. A cost estimate for that work will be provided in the future, but any costs incurred after the business plan is approved by the CPUC will be covered by the proposed IREN budget. Initial analysis demonstrates the potential for an Inland Empire REN (IREN) to bring between \$5 to \$10 million in annual funding to Riverside and San Bernardino Counties.

CVAG has PACE funding available to fund this agreement.

Attachments:

1. IREN Business Plan: https://www.cvag.org/library/pdf_files/enviro/REN_Biz_Plan.pdf
2. Cooperative Agreement between WRCOG, CVAG, and SBCOG (formerly SANBAG)

COOPERATIVE AGREEMENT NO. 22-1002690
BY AND BETWEEN
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
FOR
REGIONAL ENERGY NETWORK (REN) DEVELOPMENT WITH FRONTIER
ENERGY, INC.

THIS COOPERATIVE AGREEMENT (“Contract”) is made and entered into by and between the Coachella Valley Association of Governments (“CVAG”), whose address is 73-710 Fred Waring Dr #200, Palm Desert, CA 92660; San Bernardino Associated Governments (“SANBAG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and the Western Riverside Council of Governments (“WRCOG”), whose address is 3390 University Ave Suite #200, Riverside, California 92501. The CVAG, SANBAG and WRCOG are each a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, on April 4, 2019, WRCOG contracted with Frontier Energy, Inc. (“VENDOR”) to conduct a business plan development for the implementation of a Regional Energy Network (REN) in Riverside and San Bernardino counties; and

WHEREAS, VENDOR’s work is described in Attachment A and is defined as the “PROJECT”; and

WHEREAS, the Parties wish to enter into this Contract to delineate roles, responsibilities, and funding commitments relative to the PROJECT; and

WHEREAS, CVAG and SANBAG have requested WRCOG to coordinate the PROJECT.

NOW, THEREFORE, the Parties agree as follows:

I. WRCOG RESPONSIBILITIES:

- A. To designate a Project Manager to represent WRCOG through whom all communications between the Parties shall be channeled.
- B. To provide CVAG and SANBAG with a proposed project schedule to complete the PROJECT.

- C. To include CVAG and SANBAG in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CVAG and SANBAG with copies of PDT meeting minutes and action items.
- D. To make all PROJECT work performed available for review and comment by CVAG and SANBAG.
- E. To invoice CVAG and SANBAG on a quarterly basis for funds sufficient to cover the costs for the specific payment period.

II. CVAG AND SANBAG RESPONSIBILITIES:

- A. To designate a responsible staff member that will be each Party's respective representative for purposes of attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To be responsible for payment of a total amount not to exceed \$15,000 (fifteen thousand) each for CVAG's and SANBAG's respective portion of the PROJECT, and to pay WRCOG's invoices within sixty (60) days of receipt.

III. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment A, which is attached to this Contract and by this reference is incorporated herein.
- B. CVAG and SANBAG agree WRCOG is coordinating completion of PROJECT. Estimated costs to complete the PROJECT are included as Attachment B to this Contract.
- C. Neither CVAG, SANBAG, nor any officer, director, employee or agent thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, WRCOG shall fully defend, indemnify and save harmless CVAG, SANBAG, and their officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. WRCOG shall include this requirement in its contract with VENDOR.
- D. The term of the Contract shall continue in full force and effect through completion and closeout of the PROJECT or on June 30, 2022, whichever is earlier in time. Should any claims arising out of the PROJECT be asserted against one or more of the PARTIES, the PARTIES agree to extend the fixed termination date of this Contract until such time as the claims are settled, dismissed or paid.

- E. WRCOG shall require **VENDOR** to name **CVAG** and **SANBAG** as additional insureds under any applicable insurance policies that WRCOG requires **VENDOR** to obtain and maintain for work under its contract with WRCOG.
- F. The signatories hereto warrant that they are duly authorized to execute this Contract on behalf of said Parties and that, by so executing this Contract, the Parties hereto are formally bound to this Contract.
- G. Except on subjects preempted by Federal law, this Contract shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, and federal laws and ordinances with respect to the performance under this Contract.
- H. The Parties agree that they shall maintain and make available for inspection all books, records, papers, accounting records, or other documents pertaining to the performance of the **PROJECT**, including but not limited to, the costs associated with the **PROJECT**. The Parties shall make all such items available at their respective offices at reasonable times during the Contract term and for three years from the date of **PROJECT** completion. The Parties agree that all duly authorized representatives shall have access to the documents during normal business hours.
- I. If any clause or provision of this Contract is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the **PARTIES** that the remainder of this Contract shall not be affected but shall remain in full force and effect.
- J. This Contract can be amended with a written amendment when authorized and duly executed by all Parties.
- K. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees. This provision does not affect the obligations set forth in Sections III. C. and D.
- L. This Contract may be signed in counterparts, each of which shall constitute an original.
- M. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Contract shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by email or by facsimile addressed to the relevant party at the address/fax number stated below.
- N. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested). Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

| | |
|-----------------|------------------|
| To WRCOG | To SANBAG |
|-----------------|------------------|

| | |
|-------------------------------------|--|
| 3390 University Avenue, #200 | 1170 W. 3rd Street, 2nd Floor |
| Riverside, CA 92501 | San Bernardino, CA 92410-1715 |
| Attn: Kurt Wilson | Attn: Duane Baker |
| Cc: Casey Dailey | Cc: Procurement Manager |
| Phone: (951)_ 405-6700 | Phone: (909) 884-8276 |

| | |
|-------------------------------------|-----------------------------------|
| To WRCOG | To CVAG |
| 3390 University Avenue, #200 | 73-710 Fred Waring Dr #200 |
| Riverside, CA 92501 | Palm Desert, CA 92260 |
| Attn: Kurt Wilson | Attn: Tom Kirk |
| Cc: Casey Dailey | Cc: Jodi Ross-Borrego |
| Phone: (951)_ 405-6700 | Phone: (760) 346-1127 |

- O. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.
- P. Attachment A and Attachment B are attached to this Contract and by this reference are incorporated herein.
- Q. The Effective Date of this Contract with WRCOG shall be July 1, 2021.

----- SIGNATURES ON THE FOLLOWING PAGE -----

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year written below.

WRCOG

SANBAG

By: _____
Kurt Wilson
WRCOG Executive Director

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Steven DeBaun
General Counsel

By: _____
Julianna K. Tillquist
General Counsel

CVAG

CONCURRENCE:

By: _____
Tom Kirk
CVAG Executive Director

By: _____
Jeffery Hill
Procurement Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Jenkins
General Counsel

CONCURRENCE:

By: _____
TBD

ATTACHMENT A PROJECT DESCRIPTION

SCOPE OF WORK

Project Understanding and Approach

For more than ten years, the Frontier Energy and Bluepoint Planning Team (hereafter referred to as the Team) has worked with all of the local governments who now form the SoCalREN, BayREN, and 3C-REN. Our Team has been on the journey with them as they started Energy Efficiency programs under the American Recovery and Reinvestment Act (ARRA) and Energy Upgrade California, through the work to secure a long-term role for local governments within the CPUC ratepayer-funded energy efficiency programs. This experience has provided insights, understanding, and a unique ability to navigate the complexities of developing and assisting with the implementation of a REN Business Plan. Specifically, this experience informs the effort we would undertake with the Client Team, which includes the following key elements:

1. Continuing to assess existing IOU programs in the regions, identifying market needs, determining potential gaps, and potential audiences that fall within the REN criteria. This includes incorporating a strategy that the CPUC, IOUs, and stakeholders will support.
2. Discussing and continuing to help formulate a general governance and organizational approach for the future REN.
3. Continuing to fine-tune the development of a portfolio-level vision, along with defined sector goals and strategies, including providing guidance and assistance with the sectors the REN has identified in their business plan, and how the REN may begin to implement these strategies.
4. Refining and quantifying the sector-level approaches and narrative to operationalize the strategies.
5. Establishing and assisting in the implementation of an appropriate Marketing, Outreach, and Education (ME&O) strategies, Workforce Education and Training (WE&T) support, and evaluation, measurement and verification elements (EM&V).
6. Continue to review and provide guidance regarding Portfolio level budgets with required cost effectiveness calculations, and appropriate levels of administration, marketing and evaluation budgets.
7. Identifying and refining appropriate metrics in line with approved business plan metrics and the REN focus.

Developing and implementing a Business Plan involves wrangling big-picture ideas into actionable documentation. The Team proposes ongoing collaborative discussions with the Client Team to further fine-tune an effective and detailed Business Plan outline as well as discuss implementation strategies.

Task 1: California Public Utilities Commission (CPUC) Energy Division support

As a new Program Administrator, developing key relationships and allies within CPUC and with other stakeholders is an essential part of the Team's strategy for REN development and implementation. It's critical that the Client Team develop these relationships and have an active presence with the CPUC. To support the long-term success of the REN, the Team plans to use its connections and experience to support the Client Team's staff in representing the REN at key meetings.

Gaining authorization as a REN does not begin with submission of necessary documents. The Team proposes to orchestrate introductions and stakeholder buy-in between the REN and key CPUC Energy Division staff including those overseeing RENs, reporting, and other relevant departments. Likewise, to mitigate intervenor protests or other forms of opposition, we propose to facilitate ongoing discussions between known groups who may challenge the creation of this REN.

Frontier Energy has notable experience in regulatory support for proceedings at the CPUC and Energy Commission. On behalf of the BayREN, 3C-REN, and previously the SoCalREN, Frontier Energy has supported reporting, filing, and many other necessary data exchanges to meet CPUC requirements. Thanks to our successful experience operating within the CPUC framework, the Team will provide time- and cost-effective guidance on planning and execution of filings to minimize supplemental filings and informal requests for more information. Further, BluePoint Planning's location in the Bay Area can serve to facilitate in-person meetings with CPUC when needed. BluePoint currently provides ongoing coordination and strategic support to the three RENs through monthly coordination calls, including alignment of regulatory comments, identification of potential opportunities and relevant new proceedings for the RENs, and joint communications and messaging to the CPUC and key decision makers. As the newest REN contender, the Client Team would be welcomed and encouraged to join these conversations to learn directly from existing RENs.

The Team proposes the following key services and products for regulatory proceeding support:

- Continue to support Client Team's discussion and negotiate Business Plan comments and revisions with CPUC staff.
- Track, research, and analyze regulatory and legislative proceedings.
- Provide guidance on regulatory proceedings including drafting comments, responses, and addressing protests.
- Develop and implement reporting protocols and schedules; coordinate and oversee reporting activities with program implementers.
- Support client counsel with inputs to regulatory filing protocol.

Key Deliverables:

- Reporting protocol and schedule development

- Guidance to prepare for CPUC meetings

Task 2: California Energy Efficiency Coordinating Committee (CAEECC) Stakeholder support

Similar to the Team's proposed approach with the CPUC, the Team proposes to support the Client Team with ongoing support and context for navigating the CAEECC stakeholder process. The Team will maintain a calendar of key dates and deadlines, a roster of key stakeholders, and will manage the review cycle. However, the Client Team should remain the face of the REN with the CAEECC. The Team will instead serve an advisory/consultative role to help prepare and guide the Client Team staff.

The Team will also support with framing responses to comments received during the CAEECC process. As with any stakeholder process, public comments can vary in detail and technical scope. We will support the Client Team in determining the best process to address all comments received, whether in the Business Plan or elsewhere. The Team has the experience to identify which feedback items are critical for implementation, and which feedback items are helpful as general guidance that can be considered for future activities. The Team's goal when responding to feedback is to stay focused on meeting the near-term milestones for approval, without losing track of big-picture goals and opportunities.

The Team has been part of the CAEECC stakeholder process since CAEECC's inception. We have helped 3C-REN position itself for launch as a REN and guided it through its stakeholder engagement process into approval, and supported both SoCalREN and BayREN as they navigated later steps in the CAEECC cycle. Our experience has shown that while RENs do not have the same resources as IOUs when working with the CAEECC, RENs can still focus their efforts wisely to successfully provide updates, gather feedback, and iterate their plans in alignment with CPUC direction. With our experience, the REN will enter CAEECC meetings prepared and confident, without requiring extensive over-preparation or IOU-level staff resources.

That said, even with strategic counsel and support, the Client Team should anticipate that the CAEECC process can be lengthy, and that sometimes minor requests from the CAEECC can result in significant delays. Notably, the CAEECC full meetings occur only quarterly, and the Client Team should anticipate providing updates when needed. The Team will advise the Client Team on the best way to coordinate the CAEECC process and manage timeline expectations accordingly.

The Team proposes the following key services and products for CAEECC support:

- Provide strategic guidance on managing key CAEECC processes.
- Provide context on CAEECC stakeholders.

- Support WRCOG, CVAG and SBCOG in preparing for representation at CAEECC meetings, including coordinating planning meetings.
- Maintain a schedule of key dates and deadlines, including managing an internal development schedule, to ensure the REN is prepared for all key deliverables.
- Support the REN in determining responses to comments received during the CAEECC process.

Key Deliverables:

- Schedule of key dates and deadlines for CAEECC process
- Support for CAEECC meeting preparation
- Support in responding to CAEECC feedback

**ATTACHMENT B
PROJECT COST ESTIMATE**

| | | | |
|---------------|--|--|-----------------|
| | | | TOTAL |
| SANBAG | | | \$15,000 |
| WRCOG | | | \$15,000 |
| CVAG | | | \$15,000 |
| | | | |
| TOTAL | | | \$45,000 |

ITEM 7A

**Coachella Valley Association of Governments
Executive Committee
September 27, 2021**



Staff Report

Subject: CV Housing First: Where we are and where we are going

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Authorize the Executive Director to continue taking the necessary steps to operate the CV Housing First Program by CVAG staff, including regular reporting of program metrics

Homelessness Committee: CONCURS (Meeting of September 15th)

Background: In September 2020, the CVAG Executive Committee, at the recommendation of the Homelessness Committee, authorized the Executive Director to take the necessary steps to transition the CV Housing First program from an outsourced program to one operated by CVAG staff. The approval was for a 12-month period that started on January 1, 2021, and noted that at-will employment agreements would be utilized for the necessary staffing. Based on the program's demonstrated success, and in order to position the program for 2022 operations, CVAG staff is now recommending that the Executive Director's authorization for the program be extended.

CVAG has been a leading partner in regional homelessness services in Coachella Valley for more than a decade. Throughout this time, the CVAG Homelessness and Executive Committees consistently demonstrated a commitment to continuing and adapting these services to respond to changing needs of the community, while being sensitive to not duplicating services offered by other providers in the desert. After many years of funding an emergency overnight shelter, CVAG's committees in 2017 launched what is now called CV Housing First that is based on national best practices with proven success. The program follows an integrated throughput from outreach to intake to temporary housing – all following the “housing first” principle that once someone no longer has to deal with the stress of living on the street, they are better equipped to tackle those issues that led to becoming homeless in the first place.

CV Housing First is prioritized for unsheltered chronically homeless individuals and families, meeting a distinct need in the Coachella Valley. Outreach is conducted regularly in direct coordination with police officers to find and help the homeless people with whom they most frequently come into contact, which also helps reduce strain on stretched law enforcement resources and first responders. The program primarily uses crisis stabilization housing units, where clients are provided a 30-to-90-day bridge between homelessness and longer-term housing in order to receive intensive case management and referrals to services like job training, medical care, substance abuse treatment, mental health care, and legal aid. Clients also receive help obtaining the documentation needed to obtain housing, benefits and employment. It also involves rapid resolutions to help address lower barriers that individuals have to securing permanent housing solutions.

CVAG initially operated the program under agreements with Path of Life. However, members of both the CVAG Executive and Homelessness Committees expressed concerns that the program wasn't fully meeting expectations. At the same time, CVAG staff was spending considerable time working with Path of Life to attempt to address these issues, including building relationships with local law enforcement and stakeholders as well as setting up and participating in joint outreach sessions.

The contract with Path was set to expire at the end of 2020. Over the course of the summer of 2020, CVAG staff evaluated options and met with an ad hoc committee that included Homelessness Committee members to discuss how to move forward. This led to a proposal to bring the CV Housing First program in-house, which the Homelessness Committee discussed at length before supporting it in September 2020. The Executive Committee echoed that support, but did put a one-year condition on it in order to ensure the program could demonstrate success before committing to an even longer program.

Operations recap and second quarter data

The CV Housing First team uses two primary methods to get clients to housing solutions: rapid resolution and crisis stabilization units:

- Rapid resolution is an urgent, cost-saving solution that the Housing First staff use to help overcome the barriers that keep people from getting housing. This could include options such as helping them secure their identifying paperwork, which then can help them qualify for benefits. It also includes sorting out the process for housing, medical, mental health, substance abuse, employment, and mainstream benefits.
- The crisis stabilization units allow CVAG to connect CV200 individuals to housing. These are apartments and hotel rooms where clients stay, up to 90 days, that keep them off the streets. Through case management and frequent interactions with the team, CVAG is helping them achieve the goal of permanent housing, programs, and family reunifications.

CVAG staff has set a goal to get 90 of these individuals off of the CV 200 list by securing them permanent housing, programs, and family reunifications. CV 200 statistics are detailed on an individual basis and, because non-CV 200 clients are often family units, the non-CV 200 statistics are described on a household basis, but represent a larger number of individuals (partners and children). As previously noted to the committees, clients exiting to permanent housing solutions are tracked as the program's successes. Clients who return to the streets and back into homelessness – which has included clients not willing to accept housing solutions or ones who did not work with the program – are failures.

The following chart recaps the second quarter of operations.

CV Housing First Clients – By the Numbers for April 1 through June 30, 2021

| CV200 as of 6/30/2021 | Q1 | Q2 | TOTAL |
|--|-----------|-----------|--------------|
| Clients Housed in CSH Units | 50 | 25 | 75 |
| Clients Who Returned to the Street & Homelessness (failures) | 6 | 11 | 17 |

| | | | |
|---|-----------|-----------|--------------|
| Clients Who Moved into Permanent Housing Solutions from CSH (success) | 20 | 21 | 41 |
| Clients Who Moved into Permanent Housing Solutions from Rapid Resolution (success) | 5 | 3 | 8 |
| TOTAL HOUSED FROM LIST OF 200 | 25 | 24 | 49 |
| | | | |
| NON CV200 as of 6/30/2021 | Q1 | Q2 | TOTAL |
| Households Housed in CSH Units | 5 | 3 | 8 |
| Households That Returned to the Street (failures) | 0 | 1 | 1 |
| Households That Moved into Permanent Housing Solutions from CSH (success) | 3 | 2 | 5 |
| Households That Moved into Permanent Housing Solutions from Rapid Resolutions (success) | 2 | 0 | 2 |
| TOTAL HOUSEHOLDS HOUSED | 5 | 2 | 7 |
| TOTAL INDIVIDUALS HOUSED | 19 | 11 | 33 |

CVAG staff is also tracking additional metrics, such as the length of stay in the units, as part of the program. For the second quarter, the CV 200 clients who successfully exited the program into permanent housing stayed in a crisis stabilization unit for 93 days. Those CV 200 clients who exited the program unsuccessfully had stayed 53 days. Committee members may recall that part of the reason this was being tracked was that CVAG staff wanted to quickly understand whether a client would demonstrate a willingness to help themselves. If they didn't, CVAG wanted to ensure the units were available for clients who are fully embracing the program. In comparison to the first quarter statistics previously shared, the length of stay for permanent resolutions has increased (up from 74.6 days), while the length of stay for returns to the street has significantly decreased (down from 91.5 days).

These are some of the toughest cases among the Coachella Valley's homeless population and, while staff would caution that the clients' cases will only get tougher, it does establish momentum on which the program can build. In addition to rapid resolution and the use of crisis stabilization units, the CV Housing First team also provides targeted outreach in desert cities through the week. Outreach staff collaborate with nonprofit, county outreach teams and local law enforcement to contact unhoused individuals and families living in places not meant for habitation, such as cars and encampments. Staff provides linkages to services and directly assists in the field with items such as vital documents and referrals to legal advocates, whose assistance includes accessing Social Security benefits. The grant-funded Mobile Access Center will be deployed in coming weeks, which will expand operational capacity and allow our team and partners to provide assistance to the unhoused at the location where they are residing. The MAC has just finished

receiving maintenance and will soon be offering services at various locations around the Coachella Valley.

Next steps for CV Housing First

CVAG's Homelessness and Executive Committees have previously indicated a desire to keep the program continuing beyond 2021. That has included accepting funding with agreements that are extended beyond this calendar year, including a \$500,000 agreement with the Desert Healthcare District/ Foundation and \$250,000 for the mobile access center. In May and June of 2021, CVAG committees also authorized the Executive Director to execute no-cost memorandums of understanding with agencies such as Inland Counties Legal Services, who provide additional resources to CV Housing First clients. Additionally, CVAG committees directed the Executive Director to negotiate and finalize memorandums of understanding with member jurisdictions to ensure funding support over a period of several years.

The in-house version of the CV Housing First program has proven to be efficient, effective and responsive to the needs of CVAG's member jurisdictions. A vote in support of continuing the program beyond this year is consistent with the authorizations approved in recent months. A vote in support also will allow the Executive Director to take the necessary steps to ensure that operations flow seamlessly into 2022, including securing leases for the crisis stabilization units beyond this calendar year. Undoubtedly, the recommended action will provide certainty for the CV Housing First program partners and CVAG's own staff.

Preventing a gap in services also is a high priority for CVAG staff. Should the in-house program not be extended, it would require CVAG staff to evaluate a shift back to operating the program under a contractor.

Fiscal Analysis: CVAG's adopted budget identified about \$1.3 million in program expenses for the current fiscal year. This includes six full-time staff positions and necessary programming to address the CV 200 clients. The budget is funded by contributions from cities, Riverside County and the Desert Healthcare District/Foundation, which has a \$500,000 agreement for the program. The program has also secured grant funding, including one that allowed CVAG to launch a mobile access center and fund the necessary staffing.

ITEM 7B

**Coachella Valley Association of Governments
Executive Committee
September 27, 2021**



STAFF REPORT

Subject: Operations Hub for CV Housing First

Contact: Erica Felci, Assistant Executive Director (efelci@cvag.org)

Recommendation: Authorize the Executive Director to negotiate and execute a lease with the County of Riverside, or other entities as necessary, to establish a CV Housing First operations hub at a County- or City-owned facility

Homelessness Committee: CONCURS (Meeting of September 15th)

Background: In recent months, the CVAG Homelessness Committee was provided an update on the former Palm Springs Boxing Club, which the City of Palm Springs has been leasing to CVAG at no cost in order to have a base of operations for the CV Housing First program. The building, located on South El Cielo near the Palm Springs International Airport, allowed for CVAG to deploy its outreach teams and is the central location for services to the CV 200. However, under the transition of the CV Housing First program to one that is operated in-house, the main contact with clients is in the field, not at the access center.

The City of Palm Springs City Council earlier this year provided direction to City staff that the building may better be utilized for daytime services, such as meals and showers, which is different than a Housing First approach. The City has been working with Martha's Village and Kitchen, which has a partnership with Well in the Desert. Due to the different logistics of these programs, CVAG staff has let the City know that CVAG would not seek to renew its facilities use agreement once another provider is relocated to the Boxing Club.

Palm Springs city staff worked with CVAG to allow its program to stay beyond the lease expiration in July, and in June 2021 the CVAG Executive Committee authorized the Executive Director to agree to a month-to-month lease extension. However, in order to complete Boxing Club renovations, the City of Palm Springs asked CVAG staff to move out of the space by mid-August. Since then, CVAG staff has been utilizing a combination of remote working, in-the-field operations and office space at CVAG's Palm Desert location to continue the program without any interruption.

CVAG staff has been working with its member jurisdictions this summer – including Riverside County, Palm Desert and Palm Springs – as well as other service providers to identify potential locations from which the CV Housing First program can be based. CVAG's program primarily utilizes crisis stabilization units for its clients. But CVAG needs a location that accommodate office space for staff; a base for meetings with clients and coordinating services; storage for housing unit supplies and outreach materials; and parking for the mobile access center, which is being deployed this fall.

Several potential locations were explored and staff is recommending that CVAG lease a former firehouse from Riverside County. The firehouse, which is located near the intersection of Indian Avenue and Dillon Road, was determined to be the best fit not just because it meets the needs of the program now, but because it has long-term potential as well. The site consists of two buildings on nearly an acre of property, and provides about 5,700 square feet of space. The buildings include firehouse bays, which would allow for mobile access center parking. There is more than ample space for offices and supply storage.

The site would be predominately used for office space and program logistics. Much like Boxing Club, clients would occasionally be on site for case management needs, to work with the CV Housing First staff or to attend some of the legal clinics, where CVAG staff works with partners to get clients paperwork such as birth certificates. However, this would not be a drop-in center. Additionally, there are accommodations similar to a small house – including a separate kitchen and bathroom – that were used by fire crews for sleeping but could easily be used as a crisis stabilization unit. The layout provides for three bedrooms, which would accommodate no more than three individuals or a small family/ household at a time. However, in practicality, it is likely that one or two clients would be there at a time, as long as their case management was conducive to having roommates. Given the firehouse proximity to the City of Desert Hot Springs, the Desert Hot Springs City Council included an update on the September 21 Council agenda. City Council was supportive of CVAG's proposed approach and voted 4-1 in favor of having the Mayor support it at the CVAG Executive Committee meeting.

The building has sat vacant for some time and there are immediate upkeep needs to make the space work. CVAG staff is working with County staff and a general contractor to identify the extent of the work. But CVAG staff anticipates it could be done in phases, allowing CVAG to secure the space now, complete the most pressing fixes, and then develop the complex to meet the CV Housing First program's needs. County staff has also said they are willing to work with CVAG on longer-term options, which could include purchasing the property if at some point CVAG wanted to explore that option.

The County has offered the firehouse complex under a \$1, five-year lease, but it does include additional costs – such as maintenance and utilities – that CVAG did not have in its Boxing Club agreement. The Boxing Club lease was signed under authorization provided to the Executive Director in 2019, which allowed him to enter into no-cost agreements with the City of Palm Springs and other entities as necessary for City-owned facilities to deliver CV Housing First program services.

The staff recommendation is a slightly broader version of the authorization provided in 2019, which was specific to no-cost leases with city facilities. That authorization doesn't quite fit these circumstances, as it is a County-owned, not City-owned, building and there are costs that will be incurred with the firehouse. Given the need to settle the current program into a space in a timely fashion, this authorization would allow the Executive Director to negotiate and execute a lease for the firehouse. If CVAG staff has any unexpected barriers in securing the space, the authorization would allow the Executive Director to explore another location.

Fiscal Analysis: The County has offered the Dillon Road firehouse complex under a \$1 lease that ends in August 2026. The proposed lease would make CVAG responsible for utilities and maintenance. Some administrative costs associated with operating an off-site program location,

such as office supplies and internet service, have already been incorporated into the program's budget based on CVAG's experience at the Boxing Club.

Because the building has been vacant, there are immediate upkeep needs to make the space work. When this item was presented to the Homelessness Committee, there was discussion among members about the potential capital costs that could be incurred. CVAG staff noted that has been working with the County staff to identify what fixes the County would address before CVAG would take lease of the building. CVAG staff also recommends any work be completed in phases, allowing CVAG to secure the space now, complete the most pressing fixes, and then develop the complex to meet the CV Housing First program's needs. CVAG staff would also return to the Committees with cost updates as they develop.

Staff would further note that, while there are inevitably costs with this approach, the other approaches that were explored also would have resulted in costs. Before making this recommendation, CVAG staff did explore several other opportunities in partnership with member jurisdictions. One location, in the City of Palm Springs, would charge market rate prices to secure the necessary office space, resulting in thousands of dollars each month. Storage costs would also be required under that scenario – and others – as would parking logistics for the mobile access center.

CVAG staff is currently exploring additional funding opportunities to help offset the phased-in costs at the firehouse. Additionally, the potential crisis stabilization unit means that CVAG could, instead of just adding to its inventory of available beds, end leases and use the rent it would have paid for three bedrooms as funds for improving the firehouse.

ITEM 7C

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Designation of 2022 State Transportation Improvement Program (STIP) Funds

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

Recommendation: Authorize that the Executive Director recommend to the Riverside County Transportation Commission that it designate an estimated \$7.55 million in available 2022 State Transportation Improvement Program (STIP) funding to the Interstate 10/Monroe Street Interchange Project

Transportation Committee: CONCURS (Meeting of August 30th)

Background: The State Transportation Improvement Program (STIP) is a five-year program of projects administered by the California Transportation Commission (CTC). It is updated every two years outlining the commitment and programming of transportation funds for the State's multimodal transportation system, including: highways, rail, transit, local roads, and bike and pedestrian facilities. In June of every odd year, Caltrans is required to prepare a draft STIP Fund Estimate (FE) that estimates how much funding will be available for programming for the next five-year period, Fiscal Years 2022/23 through 2026/27.

Because of the complexity of the STIP program and steps to process these funds through the CTC, CVAG and the Riverside County Transportation Commission (RCTC) have historically designated STIP funding for the largest, often "federalized," transportation projects in the region and for projects that have cleared or will soon clear the environmental process. STIP funds routinely are allocated to large projects, such as highway interchanges, that are going to be under construction in the next five years. Ranked as the number one project by CVAG's 2016 Transportation Project Prioritization Study (TPPS), the Interstate 10/Monroe Street Interchange project falls under this situation.

On June 23, 2021, CTC staff released the Draft 2022 STIP Fund Estimate, which identified county share targets for each region in the state. Riverside County's Target Share is \$31.7 million, after accounting for Planning, Programming and Monitoring (PPM). Based on guidance from RCTC, the anticipated distribution breakout is as follows:

Draft 2022 STIP FE – Riverside County Target Share

| | | |
|-------------------------------|----------------------|----------------------------|
| Total Riverside County Share | | \$ 35,968,000 |
| Less: 2 percent PPM | | \$ 719,360 |
| Total New Project Programming | | \$ 35,248,640 |
| Western County | 78.14 percent | \$ 27,543,287 |
| Coachella Valley | 21.42 percent | <u>\$ 7,550,259</u> |
| Palo Verde Valley | 0.44 percent | \$ 155,094 |

RCTC staff has requested that CVAG nominate a project or projects and notify them for final concurrence and submittal to the CTC for programming. Once the nomination is made, Caltrans will prepare an Interregional Transportation Improvement Plan (ITIP) and submit it to the CTC by December 15, 2021.

CVAG's Regional Traffic Signal Synchronization Project – Phase II, was added to the STIP in 2020 and is on schedule for obligation of \$4,472,000 this fiscal year. The new STIP capacity of \$7,550,259 is only available in the last two years of the 2022 STIP cycle, FYs 2025/26 and 2026/27.

Staff is recommending the funding be designated to the I-10/Monroe Street Interchange project, which involves widening the overpass and the on/off ramps. Not only is this the top-ranked project in the TPPS, but it is poised to receive \$20 million from the federal infrastructure bill after being included as a member-designed funding request from Rep. Raul Ruiz. Staff is recommending that Coachella Valley's estimated share of the 2022 STIP funding be designated in FY 2025/26.

Fiscal Analysis: Based on the latest information from RCTC, approximately \$7,550,259 in STIP funding will be programmed for the Coachella Valley for the 2022 STIP cycle over the five-year period from Fiscal Years 2022/23 through 2026/27.

Investing STIP funding will have a positive impact on CVAG's regional funds as it preserves regional transportation funding that can be used for other transportation projects in the Coachella Valley.

ITEM 7D

**Coachella Valley Association of Governments
Executive Committee
September 27, 2021**



Staff Report

Subject: Positioning the Coachella Valley for Broadband

Contact: Jonathan Hoy, Director of Transportation (jhoy@cvag.org) and Eric V. Cowle, Transportation Engineer (ecowle@cvag.org)

Recommendation: Authorize the Executive Director to execute Amendment No. 2 to Advantec Consulting Engineer's Environmental and Engineering Services Phase II Contract, including design of redundant fiber optic cable in CVAG's CV Sync project, for a not-to-exceed total of \$1,097,532, including contingency; and authorize the Executive Director and/or legal counsel to make clarifying changes/revisions prior to execution

Transportation Committee: CONCURS (Meeting of August 30th)

Background: High-speed broadband internet access has received much attention in the past several years. Recently, funding packages at the state and federal levels have included significant attention to the infrastructure necessary to provide this type of internet access. California's latest budget allocates \$6 billion to expand broadband infrastructure and enhance access by constructing an open access middle-mile and by funding construction of last-mile projects. High-speed broadband internet access ultimately needs a connection to fiber optic cable.

While much of the Coachella Valley has broadband internet access, there are disparities in terms of competitive providers, as well as the level of connection available to disadvantaged communities. The term "digital divide" refers to the generally underserved disadvantaged neighborhoods when it comes to broadband internet access.

Several Coachella Valley cities and the County of Riverside are exploring their options to expand access within their jurisdictions. In August 2021, the region's city, county and tribal managers met with the CVAG Executive Director at an ad-hoc roundtable to discuss broadband internet access. CVAG discussed the CV Sync project, which is the CVAG-led regional traffic signal synchronization program that includes intelligent transportation system technologies. A similar update will be presented to the CVAG Transportation Committee at the August 30, 2021 meeting. Based on the feedback at the staff received from the managers, CVAG staff is recommending that the Transportation Committee authorize the design of redundant fiber optic cable as part of Phase II of CV Sync.

CV Sync is a world-class regional signal synchronization project that has, since 2016, been designed and engineered by Advantec Consulting, Inc. Phase I of CV Sync, which is currently under construction, includes Highway 111, Ramon Road and Washington Street. Through actions approved in April 2018 and February 2021, the CVAG Executive Committee expanded the work with Advantec to include 21 corridors in Phase II:

Monterey Avenue
Cook Street
Palm Drive
Bob Hope Drive
Fred Waring Drive
Dinah Shore Drive
Portola Avenue

Gene Autry Trail
Date Palm Drive
Indio Boulevard
Jefferson Street
Palm Canyon Drive
Vista Chino
Avenue 44

Country Club Drive
Monroe Street
Avenue 48
Sunrise Way
Indian Canyon Drive
Jackson Street
Avenue 50

While the Phase II corridors cross every jurisdiction in the Coachella Valley, the CV Sync project and the proposed amendments do not include work in the City of Rancho Mirage.

The CV Sync Phase II corridors spans more than 100 miles of arterial roadway. A tremendous opportunity exists to design and construct the fiber optic cable necessary for broadband's "middle-mile" segments concurrently with the CV Sync project. The three CV Sync Phase I corridors are already under construction but the opportunity still exists to dovetail environmental and engineering efforts for fiber optic cable into the construction project. In Phase II, it also is still possible to design and construct the fiber optic cable necessary for broadband at the same time as the CV Sync construction project.

Advantec's proposal is attached. In summary, it includes:

- Phase II 21 corridors: Redundant fiber optic cable necessary for broadband. (\$314,162)
- Phase I Highway 111, Ramon Road and Washington Street: design of redundant fiber optic necessary for broadband. (\$208,341)
- Tribal Lands: Fiber optic cable for CV Sync and redundant fiber necessary for broadband. (\$475,253)

The work proposed under this amendment will ensure that ultimate build out of CV Sync includes installing the same quality fiber optic technology across the entire project. Installing this fiber is important for the project's longevity and ultimate build out, but it does require digging and ground disturbance, which triggers another level of environmental approvals. Under previous contract schedules, installing fiber in areas where new conduit is needed – including on both tribal and non-tribal lands – were moved to later phases and the use of wireless ethernet broadband was used to implement the project. However, the broadband component of this project has prompted CVAG staff to re-evaluate some of this timing and recommend work on both tribal and non-tribal lands.

If the region were to build broadband capability independently, it would require an 120-mile dark fiber network that costs \$50 million. Building this capability in concert with the CV Sync project will save an estimated \$30 million. As such, CVAG staff is recommending an amendment with Advantec to expand the design to incorporate the fiber optic cable necessary for broadband. With Amendment No. 2, Advantec estimates that Phase II plans – including environmental approvals – will be completed by the end of this calendar year. The additional fiber design would allow the inclusion of a bid alternative in the CV Sync Phase II construction plans.

Fiscal Analysis: Advantec has provided a cost proposal of \$997,756 for the design of fiber optic cable that could be used in the future for broadband backbone. CVAG staff is recommending the amendment include a 10% contingency of \$99,776, bringing the total not-to-exceed cost to \$1,097,532. CVAG has regional transportation funding available to fund Amendment No. 2.

Previously, in April 2018, the CVAG Executive Committee approved an engineering services contract with Advantec Consulting, Inc. for a not-to-exceed total of \$4,580,612 for Phase II of

CVAG's regional signal synchronization project. In February 2021, the CVAG Executive Committee approved Amendment No. 1 to the agreement to provide for three additional corridors.

CVAG staff compared the hours and costs proposed under Advantec's Amendment No. 2 proposal with the additional plan sheets proposed for Amendment No.1 and found the unit costs to be the same or lower, and reasonable.

Looking ahead, the total construction cost of Phase II will likely exceed \$50 million. Construction estimates for providing the fiber optic cable necessary for broadband's middle mile segments will likely cost an additional \$20 million. Advantec will continue to work with CVAG staff to identify opportunities to leverage additional external funding resources and partners to the Phase II construction.

Attachments:

1. Amendment No. 2 To the Engineering Services Contract Between Coachella Valley Association of Governments and Advantec Consulting Engineers, Inc. for Coachella Valley Signal Synchronization Project, Phase II
2. Advantec proposal for design and engineering, including redundant fiber optic in Phase II corridors, Phase I corridors and on tribal lands

**AMENDMENT NUMBER TWO
to the
Advantec Consulting Engineers
ENGINEERING SERVICES CONTRACT
for the**

CVAG REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM, PHASE II

The above referenced Agreement for Professional Services (the Contract) by and between the **COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)** and **ADVANTEC CONSULTING ENGINEERS INC.** (contractor) is amended effective September 27, 2021, as follows:

- 1) Exhibit "A" PHASE II ADDENDUM NO. 2 "REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS" in accordance with the attached Advantec Scope of Services dated August 25th 2021.
- 2) This addendum is to provide additional Environmental and Design Services for the design of a 4-inch conduit with fiber optic cable and associated improvements for REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS along the twenty-one (21) Phase II corridors, the original three Phase I corridors and Tribal lands included along those corridors.
- 3) Article V, Section E shall be REVISED to read "The total amount payable by Local Agency shall not exceed \$6,167,784.

| | | |
|-----------------------------------|--------------------|--------------------|
| Original Contract | June 6, 2018 | \$4,580,612 |
| Amendment #1 | February 22, 2021 | \$ 489,640 |
| Amendment #2 | September 27, 2021 | \$1,097,532 |
| Total not-to-exceed amount | | \$6,167,784 |

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

Advantec Consulting Engineers

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Carlos Ortiz, COO

Date: _____

Date: _____



PHASE II
ADDENDUM NO. 2
“REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS”
ENVIRONMENTAL and DESIGN SERVICES – 21 CORRIDORS
SCOPE OF SERVICES

1.1 PROJECT UNDERSTANDING –

Our initial contract for the Coachella Valley Traffic Signal Synchronization Program Phase II improvements is to provide Environmental and Design Services for 18 Corridors. Early this year, CVAG gave us an Notice-to-Proceed to include three (3) additional corridors. The Portola Avenue, Avenue 50, and Avenue 44 Corridors were added to the priority list of corridors. Phase II now includes twenty-one (21) Corridors.

This addendum is to provide additional Environmental and Design Services for the design of a 4-inch conduit with fiber optic cable and associated improvements for REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS along the twenty-one (21) Phase II corridors. It is anticipated that this is a separate conduit and communication system for future Redundant Fiber Optic System for Future Communications and this proposed infrastructure is not part of the Valley-wide ITS Network. The limits of the new conduit are shown on **Table 1.1**.

TABLE 1.1
REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS
PHASE II CORRIDORS

|  CVAG | | CVAG Phase II Regional TSSP (Not Including City of Rancho Mirage Corridors) | |  ADVANTEC Consulting Engineers | |
|---|-----------------------|---|-------------------------------|---|--|
| No. | Corridor | Agencies | Length of Corridor (miles) | Length of Corridor in Tribal lands (miles) | |
| 4 | Monterey Avenue | Palm Desert, Caltrans District 8, County of Riverside | 6.65 | - | |
| 5 | Cook Street | Palm Desert, Caltrans District 8 | 4.69 | - | |
| 6 | Palm Drive | Desert Hot Springs, Caltrans District 8 | 5.76 | - | |
| 7 | Bob Hope Drive | Cathedral City, Caltrans District 8, County of Riverside | 0.75 | 0.2 | |
| 8 | Fred Waring Drive | Indian Wells, Indio, La Quinta, Palm Desert | 9.83 | - | |
| 9 | Dinah Shore Drive | Cathedral City, Palm Springs, Palm Desert | 4.15 | 1.79 | |
| 10 | Gene Autry Trail | Palm Springs, Caltrans District 8 | 2.38 | 2.09 | |
| 11 | Date Palm Drive | Cathedral City, Caltrans District 8 | 5.05 | 0.27 | |
| 12 | Indio Boulevard | Indio | 5.12 | 0.74 | |
| 13 | Jefferson Street | Indio, Caltrans District 8 | 4.12 | - | |
| 14 | Vista Chino | Cathedral City, Palm Springs | 2.75 | 1 | |
| 15 | Palm Canyon Drive | Palm Springs | 6.09 | 1.29 | |
| 16 | Country Club Drive | Palm Desert | 5.10 | - | |
| 17 | Monroe Street | Indio, Caltrans District 8 | 4.06 | - | |
| 18 | Avenue 48/Dillon Road | Indio, La Quinta, Caltrans District 8, County of Riverside | 7.65 | 1 | |
| 19 | Sunrise Way | Palm Springs | 4.02 | - | |
| 20 | Indian Canyon Drive | Palm Springs, Caltrans District 8 | 10.18 | - | |
| 21 | Jackson Street | Indio, Caltrans District 8 | 3.02 | - | |
| 22 | Portola Avenue | Palm Desert, Caltrans District 8, County of Riverside | 5.10 | - | |
| 23 | Avenue 50 | Indio, La Quinta, Caltrans District 8 | 7.70 | 0.81 | |
| 24 | Avenue 44 | Indio | 2.16 | - | |
| Total (miles) | | | 106.33 | 9.19 | |

It is anticipated that the proposed **new 4" REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS along the twenty-one (21) Phase II Corridors will cover approximately 106 roadway miles.**

ADVANTEC has already underway with the design of the Phase II ITS and network along the twenty-one (21) corridors. As of today, we have prepared a total of 579 sheets including **339 layout sheets have been designed.** These 339 layout sheets will be revised to include the additional Communication and associated improvements. In addition, overall Network Details and installation Details (e.g., new conduit along bridges) will be provided. The technical specifications and engineer’s estimates will also be revised to include the new communications.

1.2A WORK PLAN – REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS *PHASE II CORRIDORS*

PART A-1: REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS ENVIRONMENTAL PHASE – PHASE II CORRIDORS

Task 1.1 Environmental Services (*Phase II Corridors*)

EXHIBIT “A-1” highlights the additional Environmental Services that will be provided by **Dudek**.

Deliverables:

- Environmental Services Deliverables Per **Exhibit “A-1”**

Task 1.2 Environmental Services Project Coordination and Support

ADVANTEC will be working with our Environmental subconsultant, Dudek. We are anticipating additional project management, project coordination and preparation of additional documents/details/exhibits for their incorporation in the Environmental Documents, including the following:

- a) Expanded project description and details
- b) Expanded project exhibits

In addition, we are anticipating eight (8) project coordination meetings.

Under **EXHIBIT “A-4”** we have identified the additional hours required by ADVANTEC to support the preparation of the Environmental Documents.

Deliverables:

- Additional project management, project coordination and preparation of additional documents/details/exhibits

PART B-1: REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS DESIGN PHASE – PHASE II CORRIDORS - Additional Design Services

Task 3 – Utility Notification and Coordination

At this time, we are anticipated that installation of new communication hubs and electrical service points will not be required.

Deliverables: NA

Task 4 – Traffic Signal Interconnect, TMC, and ITS Field Elements Plans and Details

ADVANTEC will revise the **Phase II layout plans (339 sheets)** to include the following design services:

- 1) Proposed 4-inch conduit, fiber optic cable, and associated improvements.
- 2) It is anticipated that the Conduit will be installed at a minimum 1,000 feet between pull boxes.
- 3) It is anticipated that splice vaults will be placed at selected locations including communication hubs.
- 4) Splice vaults will be installed at specific locations within the public right-of-way to link the system to public and private facilities.

In addition, ADVANTEC will prepared separate Network Diagrams and Details to show the connectivity and management of the Fiber Optic Cable. We are anticipated the following Network Diagrams and Details:

- 1) Overall Network Diagrams – it will highlight the corridors, network connectivity, network topology, and network redundancy.
- 2) Fiber Optic Cable Management – Details showing allocation of fiber cable and/or bundles for specific use.
- 3) Installation Details – Trenching Details along existing ITS Communication conduits, bridge installation details, splice vault details, etc.

Deliverables: *Revised Phase II Layout Sheets to include proposed Redundant Fiber Optic System for Future Communications (339 Sheets)*

Communication Network Diagrams and Details (10 Sheets)

Task 5 – Technical Specifications, and Hardware and Software Procurement List

NA

Deliverables: NA

Task 6 – Additional Construction Quantities and Engineer’s Estimates

ADVANTEC will prepare additional construction quantity take-offs and construction cost estimates for the **proposed REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS** in accordance with CVAG’s requirements.

The cost estimate will be based on cost data from similar current projects. The engineer’s construction cost estimates will be prepared in MS Excel format for use by CVAG to advertise for bids.

Deliverables: Additional Construction Quantities and Engineer’s Estimates

Task 7 – Hardware and Software Procurement Support Services

NA

Deliverables: NA

PART C-1: TRAFFIC SIGNAL SYNCHRONIZATION PHASE

Task 8 – Traffic Signal Synchronization (TSS) Stakeholders’ Meetings

NA

Deliverables: NA

PART D-1: PROJECT ADMINISTRATION, PROJECT MANAGEMENT, PROJECT COORDINATION, STAKEHOLDERS’ MEETINGS AND OUTREACH

Task 15 – Caltrans Forms and Coordination

NA

Deliverables: NA

Task 16 – Project Control Website, Public Suggestion Webpage, and Mobile Application Recommendation/Updates

NA

Deliverables: NA

Task 17 – Project Management and Project Coordination

ADVANTEC will provide additional Project Management activities through all the aspects of the project for the *additional professional services*.

Additional project coordination between ADVANTEC’s Project Manager and CVAG’S Project Manager and other stakeholders will be provided.

ADVANTEC will coordinate the project with each agency to discuss critical components on the project including environmental, design, technical elements, operations and maintenance, etc.

Encroachment Permits – It is anticipated that additional Caltrans coordination will be necessary due to the addition of the Redundant Fiber Optic System for Future Communications along Caltrans right-of-way.

Deliverables: Additional Project management and coordination
Additional Project Coordination with CVAG, Cities, and County

Task 18 – Additional Project Meetings

ADVANTEC will provide additional project meetings related to the additional professional services.

ADVANTEC will prepare and distribute meeting agendas, meeting minutes, updated project schedule (as necessary), and an action item matrix to the project team for each meeting that is held. For this task, we anticipate eight (8) additional project meetings.

Deliverables: Additional Project Meetings (8)

Task 19 – Stakeholders’ Outreach

NA

Deliverables: NA

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by ADVANTEC if negotiated under a separate contract for an additional fee; but are presently excluded from this Agreement:

- Additional Environmental Services
- Environmental Technical Studies
- Additional Plans and Detail Sheets per Agency Request
- Stand-Alone Technical Specifications and Bid Package
- Additional Design Request by Caltrans or Agencies
- Additional Tasks that are shown “NA” on this Addendum
- Engineering Reports
- Additional Meetings

EXHIBIT “A-1”

PHASE II CORRIDORS *REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS* ENVIRONMENTAL SERVICES

SUBCONSULTANT SCOPE OF SERVICES

July 27, 2021

C11531

Carlos Ortiz, PE, TE, PTOE
Advantec Consulting Engineers, Inc.
1200 Roosevelt
Irvine, California 92620

Subject: Contract Amendment CVAG Regional Traffic Signal Interconnect Phase IIB– Additional Conduit Installation

Dear Mr. Ortiz:

Dudek is pleased to provide this contract amendment for environmental services to Advantec Consulting Engineers, Inc. (Advantec) in support of the Coachella Valley Association of Governments' (CVAG) proposed regional traffic signal interconnect program (TSSP), Phase IIB, for installation of additional conduit throughout the Project corridors (Project). We anticipate that the proposed work would include installation of new 4-inch conduit along Project corridors to support broadband capabilities. All new conduit would be installed within the public right of-way (ROW), within existing roadways and/or sidewalks, and tribal land would be avoided. It is our understanding that the Project would be funded by federal, State, regional, and/or local sources.

Based on review of Project materials, we assume that proposed improvements will require up to 110 miles of disturbance. For the purposes of this proposal, we assume that Dudek can utilize site photos from Advantec, and site visits where new ground disturbance is proposed. However, supplemental support documentation for the Preliminary Environmental Study would be prepared that cover the new disturbance areas.

We have included all tasks to complete CEQA and NEPA documentation for the Project, including necessary field work; updates to the draft PES; updated GIS and graphics; and coordination with Advantec, CVAG, and Caltrans.

Scope of Services

A. Update Project Description and Existing Conditions

Dudek will review updated detailed project description from Advantec and update the PES project description to include the addition conduit improvements. In addition, Dudek's GIS specialist will update all necessary figures for the project description.

Dudek staff will review existing information provided by Advantec and CVAG, including aerial and site photographs for the additional areas where ground disturbance is proposed. Under this task, Dudek will update the working GIS map of all project corridors, intersections, and proposed areas of disturbance. We assume the map will require manual plotting of no more than 50 new individual areas of disturbance. Dudek also assumes that no addition site visits will be required because all new conduit is proposed within existing developed areas containing asphalt, sidewalk, or landscaping.

B. CEQA/NEPA Compliance

Updated PES and Supplemental Documentation

Under this task, Dudek will update the PES Form for the proposed ITS improvements. This task begins with development of a project description and a summary of existing conditions based on information gathered during review of existing information and the updated detailed project description provided by Advantec.

Based on this description, the narrative discussion for the checklist will be updated add new disturbance areas to the narrative discussion justifying the answers in the checklist. As part of this exercise, Dudek will also update the ISA checklist to cover additional ground disturbing activities.

Dudek's GIS specialist will update all required attachments for the PES as figures, that reflect new areas of disturbance. In addition, Dudek's graphics specialist will update Appendix A to include additional site photos where for new areas of disturbance.

The updated draft PES form, narrative and associated figures will be provided to Advantec and CVAG for review and Dudek will incorporate one round of consolidated comments from Advantec and CVAG reviewers for incorporation into the final deliverable to Caltrans. Dudek will email the Draft PES to Caltrans for review.

CEQA Notice of Exemption

Once the PES is submitted to Caltrans, Dudek will use the information, maps, and photographs prepared for the PES to make findings for a CEQA CE. Dudek will prepare a Notice of Exemption (NOE), which will include the following: (1) a cover letter to the County Clerk, (2) the NOE including findings for a CEQA CE, and a map of the Project corridor and surrounding area. Dudek will file the NOE with the County Clerk for a review period of 35 days. Dudek will also provide a copy of the NOE to the State Clearinghouse. We assume that Advantec/CVAG will provide one set of consolidated comments on the findings, cover letter, and NOE prior to submittal to the County Clerk and the State Clearinghouse. Dudek assumes the findings of the PES will lead to the adoption of a NEPA CatEx, with no required technical studies.

C. Project Management and Coordination

This task covers time for Dudek's project manager to prepare for and attend up to three meetings with Advantec and CVAG. We have assumed eight (8) hours of additional general coordination time. This task also includes continued internal project management (internal coordination with staff and subconsultant), as well as keeping track of the project schedule and budget. This task is intended to ensure that our tasks stay on schedule and within budget, and that all our deliverables are technically correct and legally defensible.

Dudek's project manager will attend one meeting via teleconference with Caltrans to discuss the PES or any technical studies requested. In addition, we assume a minimal level of coordination via phone or email with the Caltrans Environmental Division prior to the PES submittal and regular coordination via email during PES review.

Deliverables

- Electronic version of the draft and updated PES Form, narrative, and figures
- One (1) hard copy of the updated PES Form, narrative and figures to Caltrans, once approved.
- Completion of the paperwork for a CEQA NOE with findings to be filed with the County Clerk and State Clearinghouse

Cost Summary

Dudek will complete the additional scope of services to update the PES and prepare the CEQA categorical exemption on a time-and-materials (T&M) basis in an amount not to exceed **\$37,101.23**. A detailed cost estimate spreadsheet is included as Attachment 1 to support the cost estimate below.

| | | | |
|---|--|-----------|-------------------|
| A | Update Project Description and Existing Conditions | \$ | 14,720.59 |
| B | CEQA/NEPA Compliance | \$ | 17,256.31 |
| C | Management and Coordination..... | \$ | <u>11,427.08</u> |
| | Contract Total | \$ | 43,792.15* |

*Contract Total includes an estimated escalation total of \$388.17 for services across 2021 (70%) and 2022 (30%).

Thank you for the opportunity to submit this proposal. We look forward to working with you on this Project. Please do not hesitate to contact me by phone at 760.479.4108 (office) / 442.224.8876 (mobile) or by email at jreynolds@dudek.com with any questions.

Sincerely,



Jason Reynolds, Transportation Practice Director

Att.: Cost Estimate and 10-H1

Advantec Consulting Engineers, Inc.

Regional Traffic Signal Interconnect Program (TSSP) -Phase IIA - Additional Conduit Installation

DUDEK FEE ESTIMATE

7/27/2021



| Dudek Labor Hours and Rates | | | | | | | | | | |
|-----------------------------|---|----------------------|----------------|-----------------|----------------------|---------------------------|-------------------|--------------------|--------------------|----------------------|
| | | Senior Specialist IV | Specialist III | GIS Analyst III | Technical Editor III | Publications Specialist I | | | | |
| Project Team Role: | | Jason Reynolds | Alex Hardy | Andrew Greis | Amy Seals | Rachel Dobrolenski | TOTAL DUDEK HOURS | DUDEK LABOR COSTS | OTHER DIRECT COSTS | TOTAL FEE Escalation |
| Team Member: | | Jason Reynolds | Alex Hardy | Andrew Greis | Amy Seals | Rachel Dobrolenski | | | | |
| Billable Rate: | | \$262.54 | \$174.00 | \$128.38 | \$112.95 | \$78.31 | | | | |
| Task A | Update Project Description and Existing Conditions | | | | | | | | | |
| | Update Project Description | 6 | 20 | | | | 26 | \$5,055.25 | \$0.00 | \$5,055.25 |
| | Update Existing Conditions | 4 | 20 | 40 | | | 64 | \$9,665.34 | \$0.00 | \$9,665.34 |
| | Subtotal Task A | 10 | 40 | 40 | 0 | 0 | 90 | \$14,720.59 | \$0.00 | \$14,720.59 |
| Task B | CEQA/NEPA Compliance | | | | | | | | | |
| | Updated PES and Supplemental Documentatic | 8 | 40 | 24 | 8 | 12 | 92 | \$13,984.80 | \$224.00 | \$14,208.80 |
| | CEQA Notice of Exemption | 3 | 10 | | | 6 | 19 | \$2,997.51 | \$50.00 | \$3,047.51 |
| | Subtotal Task B | 11 | 50 | 24 | 8 | 18 | 111 | \$16,982.31 | \$274.00 | \$17,256.31 |
| Task C | Project Management | | | | | | | | | |
| | Management and Coordination | 25 | 25 | 4 | 0 | 0 | 54 | \$11,427.08 | \$0.00 | \$11,427.08 |
| | Total Base Hours and Fee | 46 | 115 | 68 | 8 | 18 | 255 | \$43,129.98 | \$274.00 | \$43,403.98 |
| | <i>Percent of Hours (Base)</i> | 18% | 45% | 27% | 3% | 7% | | | | |

| Escalation | % of total Work per year | Escalation % | Average Hourly | | |
|------------|--------------------------|--------------|----------------|---------|--------------------|
| | | | Hours per Year | Rate | Cost Per Year |
| Year 1 | 70.00% | 0% | 178.50 | \$60.06 | \$10,721.03 |
| Year 2 | 30.00% | 3% | 76.50 | \$61.86 | \$4,732.57 |
| | | | Total: | | \$15,453.60 |

Direct Labor subtotal before Escalation: \$15,315.76
 Estimated total of Direct Labor Salary Increase \$137.84
Total after including Indirects and Profit: \$388.17

| | |
|------------------------|---------|
| Fringe Benefits | 50.90% |
| Overhead | 105.11% |
| Fringe+ Overhead Total | 156.00% |
| Profit | 10% |

EXHIBIT “A-2”

PHASE II CORRIDORS ***REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS*** **ENVIRONMENTAL SERVICES**

FEE SCHEDULE - EXHIBIT 10-H

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant * Subconsultant 2nd Tier Subconsultant

Consultant Dudek

Project No. _____ Contract No. _____ Date 7.26.2021

DIRECT LABOR

| Classification/Title | Name | hours | Actual Hourly Rate | Total |
|--------------------------------|--------------------|-------|--------------------|------------|
| Project Director/Environmental | Jason Reynolds | 46 | \$93.23 | \$4,288.62 |
| Senior Specialist II | Alexander Hardy | 115 | \$61.79 | \$7,105.68 |
| GIS Specialist IV | Andrew Greis | 68 | \$45.59 | \$3,100.01 |
| Technical Editor III | Amy Seals | 8 | \$40.11 | \$320.87 |
| Publications Specialist II | Rachel Dobrolenski | 18 | \$27.81 | \$500.58 |
| | | | | |

LABOR COSTS

| | |
|---|---------------------|
| a) Subtotal Direct Labor Costs | \$ 15,315.76 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$137.84 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$ 15,453.60 |

INDIRECT COSTS

| | | |
|---|---|---------------------|
| d) Fringe Benefits (Rate: <u>50.90%</u>) | e) Total Fringe Benefits | \$ 7,865.20 |
| f) Overhead (Rate: <u>105.11%</u>) | g) Overhead [(c)x(f)] | \$ 16,243.15 |
| h) General and Administrative (Rate: <u>0.00%</u>) | i) Gen & Admin [(c) x (h)] | 0 |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$ 24,108.35 |
| FIXED FEE | k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u> | \$ 3,956.20 |

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit(s) | Unit Cost | Total |
|---------------------|------------------------------------|---------|-----------|------------------|
| Mileage Costs | 400 | mile | \$ 0.56 | \$ 224.00 |
| Printing - B&W | | page | | \$ - |
| Printing - Color | | page | | \$ - |
| Postage | | package | | \$ - |
| Filing Fee | 1 | fee | \$50.00 | \$ 50.00 |
| | 1) TOTAL OTHER DIRECT COSTS | | | \$ 274.00 |

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|--|-------------|
| Subconsultant 1: | \$ - |
| Subconsultant 2: | \$ - |
| m) TOTAL SUBCONSULTANTS' COSTS: | \$ - |

| | |
|--|---------------------|
| n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANT | \$ 274.00 |
| TOTAL COST [(c) + (j) + (k) + (p)] | \$ 43,792.15 |

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hou

| | | | | |
|--|---|---|-------------------------------|---|
| Direct Labor <u>Subtotal</u> per Cost Proposal \$15,315.76 | Total Hours per Cost Proposal 255 | = | Avg Hourly Rate \$60.06 | 5 Year Contract Duration Year 1 Avg Hourly Rate |
|--|---|---|-------------------------------|---|

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | | | | | |
|--------|-----------------|---|---------------------|---|--|
| | Avg Hourly Rate | | Proposed Escalation | | |
| Year 1 | \$60.06 | + | 3% | = | \$61.86 |
| Year 2 | \$61.86 | + | 3% | = | \$63.72 |
| Year 3 | \$63.72 | + | 3% | = | \$65.63 |
| Year 4 | \$65.63 | + | 3% | = | \$67.60 |
| | | | | | Year 2 Avg Hourly Rate Year 3 Avg Hourly Rate Year 4 Avg Hourly Rate Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 70.00% | * | 255.0 | = | 178.5 | Estimated Hours Year 1 |
| Year 2 | 30.00% | * | 255.0 | = | 76.5 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 255.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 255.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 255.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 255.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|---|---|---------------------------------------|---|-----------------|------------------------|
| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
| Year 1 | \$60.06 | * | 178.5 | = | \$10,721.03 | Estimated Hours Year 1 |
| Year 2 | \$61.86 | * | 76.50 | = | \$4,732.57 | Estimated Hours Year 2 |
| Year 3 | \$65.63 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| | Total Direct Labor Cost with Escalation | | | = | \$15,453.60 | |
| | Direct Labor Subtotal before Escalation | | | = | \$15,315.76 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$137.84 | Transfer to Page 1 |

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be approved.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Christine Moore

Title: CFO

Signature: *Christine Moore*

Date of Certification (mm/dd/yyyy): 7/27/2021 | 7:52:31 AM PDT

Email: cmoore@dudek.com

Phone Number: 760.479.4873

Address: 605 3rd Street, Encinitas, CA 92024

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

EXHIBIT “A-3”

PHASE II CORRIDORS
REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS
DESIGN SERVICES

FEE SCHEDULE - EXHIBIT 10-H

CVAG Regional Traffic Signal Synchronization Project - Phase II-A

| | | |
|-------------------------------------|---------------------------------|----------|
| CONSULTANT: | CONTRACT NO: | DATE: |
| ADVANTEC Consulting Engineers, Inc. | CML 6164(0210) - Addendum No. 2 | 8/2/2021 |

DIRECT LABOR

| CLASSIFICATION/TITLE | NAME | HOURS | ACTUAL RATE | TOTAL |
|----------------------|------------------|--------------|-------------------------------------|--------------|
| Project Principal | Leo Lee | | \$ 120.19 | \$ - |
| Project Manager | Carlos Ortiz | 164 | \$ 111.54 | \$ 18,292.56 |
| Task Manager | John Dorado | 160 | \$ 67.50 | \$ 10,800.00 |
| Task Manager | Jose Guedes | 0 | \$ 68.27 | \$ - |
| System Engineer | John Cox | 132 | \$ 34.72 | \$ 4,583.04 |
| Design Engineer | Jonathan Delgado | 84 | \$ 39.43 | \$ 3,312.12 |
| Design Engineer | Bryan Elenes | 112 | \$ 37.02 | \$ 4,146.24 |
| Design Engineer | Rob Steaffens | 286 | \$ 46.64 | \$ 13,339.04 |
| Design Engineer | Nick Park | 286 | \$ 28.85 | \$ 8,251.10 |
| Design Engineer | Frank Gomez | 88 | \$ 33.65 | \$ 2,961.20 |
| Design Engineer | Tony Hernandez | 262 | \$ 28.85 | \$ 7,558.70 |
| TOTAL HOURS | | 1,574 | TOTAL DIRECT LABOR \$ 73,244 | |

LABOR COSTS

| | | |
|--|-------------------------------|------------------|
| a. Subtotal Direct Labor Costs | | \$ 73,244 |
| b. Anticipated Salary Increases | 5.00% (of Total Direct Labor) | \$ 7,324 |
| c. TOTAL DIRECT LABOR COSTS (a+b) | | \$ 80,568 |

FRINGE BENEFITS

| | | |
|-----------------------------------|--|---|
| d. Fringe Benefits (Rate: 39.79%) | | e. TOTAL FRINGE BENEFITS (c+d) \$ 32,058 |
|-----------------------------------|--|---|

INDRECT COSTS

| | | |
|---------------------------------------|--|---------------------------------------|
| f. Overhead (Rate: 111.08%) | | g. Overhead (c*f) \$ 89,495.38 |
| g. General & Administrative (0.00%) | | i. Gen & Admin (c*g) \$ - |
| j. TOTAL INDRECT COSTS (e+g+i) | | \$ 121,554 |

FEE (PROFIT)

| | | |
|--------------------|--|--|
| q. Fee Rate 10.00% | | k. TOTAL FIXED PROFIT (c+j)*q \$ 20,212 |
|--------------------|--|--|

OTHER DIRECT COSTS

| Description | UNIT | UNIT COST | TOTAL |
|--|-------------------------|-----------|------------------|
| l. Travel/Mileage Costs | miles | 2,400 | \$ 1,380.00 |
| m. Equipment Supplies | traffic data collection | 0 | \$ - |
| n. Permit fees, plan sheets, etc | prints | 520 | \$ 3,640.00 |
| o. Subconsultant Costs | See itemization below | | \$ 43,403.98 |
| | | | \$ - |
| | | | \$ - |
| p. TOTAL OTHER DIRECT COSTS (l+m+n+o) | | | \$ 48,424 |

SUBCONSULTANTS

| COMPANY | FUNCTION | TOTAL |
|-----------------------------|------------------------|---------------------|
| Dudk | Environmental Services | \$ 43,403.98 |
| TOTAL SUBCONSULTANTS | | \$ 43,403.98 |

TOTAL COST (c+j+k+p) \$ 314,162

EXHIBIT “A-4”



ADVANTEC Consulting Engineers
 FEE PROPOSAL
 COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT



ADDITIONAL SERVICES: PHASE II - BROADBAND COMMUNICATIONS

8/2/2021

| TASK | DESCRIPTION | Project Principal | Project Manager | Task Manager | Task Manager | System Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Total Hours | SUBCONSULTANT FEE (DUDEK) |
|--|---|-------------------|-----------------|--------------|--------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------|---------------------------|
| | | Leo Lee | Carlos Ortiz | John Dorado | Jose Guedes | John Cox | Jonathan Delgado | Bryan Elenes | Frank Gomez | Nick Park | Rob Steaffens | Tony Hernandez | | |
| PHASE I - ENVIRONMENTAL SERVICES | | | | | | | | | | | | | | |
| 1.1 | Phase II Environmental Services Revisions | | | | | | | | | | | | | |
| 1.1.1 | Update Project Description and Existing Conditions | | 4 | 4 | | | 24 | 16 | | | | | 48 | \$14,721 |
| 1.2 | CEQA / NEPA Compliance | | | | | | | | | | | | | |
| 1.2.1 | Updated PES and Supplemental Documentation | | 2 | 4 | | | 8 | 8 | | | | | 22 | \$14,209 |
| 1.2.2 | CEQA Notice of Exemption | | 2 | 4 | | | | | | | | | 6 | \$3,048 |
| 1.3 | Coordination and Project Management | | | | | | | | | | | | | |
| 1.3.1 | Coordination and Project Management | | 24 | 16 | | | 8 | | | | | | 48 | \$11,427 |
| PHASE II - DESIGN PHASE | | | | | | | | | | | | | | |
| 2 | Research of Record Information and Field Review | | | | | | | | | | | | 0 | |
| 3 | Utility Notification and Coordination | | | | | | | | | | | | 0 | |
| 4 | Traffic Signal Interconnect and ITS Field Elements Plans (339 Sheets) and Details (10 Sheets) | | 44 | 52 | | 110 | 44 | 64 | 64 | 262 | 262 | 262 | 1164 | |
| 5 | Technical Specifications, and Hardware and Software Procurement List | | | | | | | | | | | | 0 | |
| 6 | Construction Quantities and Engineer's Estimates | | 8 | 16 | | | | 24 | 24 | 24 | 24 | | 120 | |
| 7 | Hardware and Software Procurement Support Services | | | | | | | | | | | | 0 | |
| PHASE III - TRAFFIC SIGNAL SYNCHRONIZATION PHASE | | | | | | | | | | | | | | |
| 8 | Traffic Signal Synchronization Stakeholders' Meetings | | | | | | | | | | | | 0 | |
| 9 | Signal Timing and Traffic Data Collection | | | | | | | | | | | | 0 | |
| 10 | Regional Traffic Signal Synchronization "Before" Study (Additional 3 Corridors) | | | | | | | | | | | | 0 | |
| 11 | Regional Traffic Signal Synchronization "After" Study (Additional 3 Corridors) | | | | | | | | | | | | 0 | |
| 12 | Signal Timing Optimization and Implementation | | | | | | | | | | | | 0 | |
| 13 | Traffic Signal Synchronization Project Report | | | | | | | | | | | | 0 | |
| PHASE IV - GRANT APPLICATIONS SUPPORT SERVICES | | | | | | | | | | | | | | |
| 14 | Grant Applications Support Services | | | | | | | | | | | | 0 | |
| PHASE V - PROJECT ADMINISTRATION, PROJECT MANAGEMENT, PROJECT COORDINATION, AND STAKEHOLDERS' MEETINGS AND OUTREACH | | | | | | | | | | | | | | |
| 15 | Caltrans Forms and Coordination | | | | | | | | | | | | 0 | |
| 16 | Project Control Website, Public Suggestion Webpage, and Mobile Application Recommendation | | | | | | | | | | | | 0 | |
| 17 | Project Management and Project Coordination | | 40 | 32 | | 16 | | | | | | | 88 | |
| 18 | Project Meetings (8 meetings) | | 40 | 32 | | 6 | | | | | | | 78 | |
| 19 | Stakeholders' Outreach | | | | | | | | | | | | 0 | |
| | Total Hours | 0 | 164 | 160 | 0 | 132 | 84 | 112 | 88 | 286 | 286 | 262 | 1574 | |



PHASE II
ADDENDUM NO. 2
“REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS”
ENVIRONMENTAL and DESIGN SERVICES – PHASE I CORRIDORS
SCOPE OF SERVICES

1.1 PROJECT UNDERSTANDING –

Our initial contract for the Coachella Valley Traffic Signal Synchronization Program Phase I improvements is to provide Environmental and Design Services for three (3) Corridors. These are Highway 111, Washington Street and Ramon Road.

This addendum is to provide additional Environmental and Design Services for the design of a 4-inch conduit with fiber optic cable and associated improvements for REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS along the three (3) Phase I corridors. It is anticipated that this is a separate conduit and communication system for future Redundant Fiber Optic System for Future Communications and this proposed infrastructure is not part of the Valley-wide ITS Network. The limits of the new conduit are shown on **Table 1.1**.

TABLE 1.1
REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS
PHASE I CORRIDORS

|  CVAG Regional TSSP Phase I  | | | |
|---|--|--------------------|-----------------------------|
| Corridor | Agencies | Length (mi) | No. of Layout Sheets |
| Highway 111 | Caltrans District 8/Palm Springs, Cathedral City, Palm Desert, Indian Wells, La Quinta, Indio, Coachella | 26.51 | 78 |
| Washington Street | La Quinta, Palm Desert, County of Riverside, Caltrans District 8 | 6.78 | 20 |
| Ramon Road | Palm Springs, Cathedral City, County of Riverside, Caltrans District 8 | 7.39 | 22 |
| | Total | 41 | 119 |

It is anticipated that the proposed **new 4" REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS along the three (3) Phase I Corridors will cover approximately 41 roadway miles.**

ADVANTEC has already designed of the Phase I ITS and network along the three (3) corridors. The improvements are under construction. As of today, we have prepared a total of 298 sheets, including **119 layout sheets have been designed.**

These 119 layout sheets will be revised to include the additional Communication and associated improvements. In addition, overall Network Details and installation Details (e.g., new conduit along bridges) will be provided. The technical specifications and engineer’s estimates will also be revised to include the new communications.

1.2A WORK PLAN – REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS *PHASE I CORRIDORS*

PART A-1: REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS ENVIRONMENTAL PHASE – PHASE I CORRIDORS

Task 1.1 Environmental Services (*Phase I Corridors*)

EXHIBIT “A-1” highlights the additional Environmental Services that will be provided by **Dudek**.

Deliverables:

- Environmental Services Deliverables Per **Exhibit “A-1”**

Task 1.2 Environmental Services Project Coordination and Support

ADVANTEC will be working with our Environmental subconsultant, Dudek. We are anticipating additional project management, project coordination and preparation of additional documents/details/exhibits for their incorporation in the Environmental Documents, including the following:

- a) Expanded project description and details
- b) Expanded project exhibits

In addition, we are anticipating eight (8) project coordination meetings.

Under **EXHIBIT “A-4”** we have identified the additional hours required by ADVANTEC to support the preparation of the Environmental Documents.

Deliverables:

- Additional project management, project coordination and preparation of additional documents/details/exhibits

PART B-1: REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS DESIGN PHASE – PHASE I CORRIDORS - Additional Design Services

Task 3 – Utility Notification and Coordination

At this time, we are anticipated that installation of new communication hubs and electrical service points will not be required.

Deliverables: NA

Task 4 – Traffic Signal Interconnect, TMC, and ITS Field Elements Plans and Details

ADVANTEC will revise the **Phase I layout plans (119 sheets)** to include the following design services:

- 1) Proposed 4-inch conduit, fiber optic cable, and associated improvements.
- 2) It is anticipated that the Conduit will be installed at a minimum 1,000 feet between pull boxes.
- 3) It is anticipated that splice vaults will be placed at selected locations including communication hubs.
- 4) Splice vaults will be installed at specific locations within the public right-of-way to link the system to public and private facilities.

In addition, ADVANTEC will prepared separate Network Diagrams and Details to show the connectivity and management of the Fiber Optic Cable. We are anticipated the following Network Diagrams and Details:

- 1) Overall Network Diagrams – it will highlight the corridors, network connectivity, network topology, and network redundancy.
- 2) Fiber Optic Cable Management – Details showing allocation of fiber cable and/or bundles for specific use.
- 3) Installation Details – Trenching Details along existing ITS Communication conduits, bridge installation details, splice vault details, etc.

Deliverables: *Revised Phase I Layout Sheets to include proposed Redundant Fiber Optic System for Future Communications (119 Sheets)*

Communication Network Diagrams and Details (10 Sheets)

Task 5 – Technical Specifications, and Hardware and Software Procurement List

NA

Deliverables: NA

Task 6 – Additional Construction Quantities and Engineer’s Estimates

ADVANTEC will prepare additional construction quantity take-offs and construction cost estimates for the **proposed REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS** in accordance with CVAG’s requirements.

The cost estimate will be based on cost data from similar current projects. The engineer’s construction cost estimates will be prepared in MS Excel format for use by CVAG to advertise for bids.

Deliverables: Additional Construction Quantities and Engineer’s Estimates

Task 7 – Hardware and Software Procurement Support Services

NA

Deliverables: NA

PART C-1: TRAFFIC SIGNAL SYNCHRONIZATION PHASE

Task 8 – Traffic Signal Synchronization (TSS) Stakeholders’ Meetings

NA

Deliverables: NA

PART D-1: PROJECT ADMINISTRATION, PROJECT MANAGEMENT, PROJECT COORDINATION, STAKEHOLDERS' MEETINGS AND OUTREACH

Task 15 – Caltrans Forms and Coordination

NA

Deliverables: NA

Task 16 – Project Control Website, Public Suggestion Webpage, and Mobile Application Recommendation/Updates

NA

Deliverables: NA

Task 17 – Project Management and Project Coordination

ADVANTEC will provide additional Project Management activities through all the aspects of the project for the *additional professional services*.

Additional project coordination between ADVANTEC's Project Manager and CVAG'S Project Manager and other stakeholders will be provided.

ADVANTEC will coordinate the project with each agency to discuss critical components on the project including environmental, design, technical elements, operations and maintenance, etc.

Encroachment Permits – It is anticipated that additional Caltrans coordination will be necessary due to the addition of the Redundant Fiber Optic System for Future Communications along Caltrans right-of-way.

Deliverables: Additional Project management and coordination
Additional Project Coordination with CVAG, Cities, and County

Task 18 – Additional Project Meetings

ADVANTEC will provide additional project meetings related to the additional professional services.

ADVANTEC will prepare and distribute meeting agendas, meeting minutes, updated project schedule (as necessary), and an action item matrix to the project team for each meeting that is held. For this task, we anticipate eight (8) additional project meetings.

Deliverables: Additional Project Meetings (8)

Task 19 – Stakeholders' Outreach

NA

Deliverables: NA

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by ADVANTEC if negotiated under a separate contract for an additional fee; but are presently excluded from this Agreement:

- Additional Environmental Services
- Environmental Technical Studies
- Additional Plans and Detail Sheets per Agency Request
- Stand-Alone Technical Specifications and Bid Package
- Additional Design Request by Caltrans or Agencies
- Additional Tasks that are shown “NA” on this Addendum
- Engineering Reports
- Additional Meetings

EXHIBIT “A-3”

PHASE I CORRIDORS
REDUNDANT FIBER OPTIC SYSTEM FOR FUTURE COMMUNICATIONS
DESIGN SERVICES

FEE SCHEDULE - EXHIBIT 10-H

CVAG Regional Traffic Signal Synchronization Project - Phase I BROADBAND

| | | |
|-------------------------------------|--------------------------|-----------|
| CONSULTANT: | CONTRACT NO: | DATE: |
| ADVANTEC Consulting Engineers, Inc. | PHASE I BROADBAND | 8/25/2021 |

DIRECT LABOR

| CLASSIFICATION/TITLE | NAME | HOURS | ACTUAL RATE | TOTAL |
|----------------------|------------------|--------------|-------------------------------------|--------------|
| Project Principal | Leo Lee | | \$ 120.19 | \$ - |
| Project Manager | Carlos Ortiz | 124 | \$ 111.54 | \$ 13,830.96 |
| Task Manager | John Dorado | 114 | \$ 67.50 | \$ 7,695.00 |
| Task Manager | Jose Guedes | 0 | \$ 68.27 | \$ - |
| System Engineer | John Cox | 106 | \$ 34.72 | \$ 3,680.32 |
| Design Engineer | Jonathan Delgado | 80 | \$ 39.43 | \$ 3,154.40 |
| Design Engineer | Bryan Elenes | 112 | \$ 37.02 | \$ 4,146.24 |
| Design Engineer | Rob Steaffens | 160 | \$ 46.64 | \$ 7,462.40 |
| Design Engineer | Nick Park | 160 | \$ 28.85 | \$ 4,616.00 |
| Design Engineer | Frank Gomez | 88 | \$ 33.65 | \$ 2,961.20 |
| Design Engineer | Tony Hernandez | 160 | \$ 28.85 | \$ 4,616.00 |
| TOTAL HOURS | | 1,104 | TOTAL DIRECT LABOR \$ 52,163 | |

LABOR COSTS

| | | |
|--|-------------------------------|------------------|
| a. Subtotal Direct Labor Costs | | \$ 52,163 |
| b. Anticipated Salary Increases | 5.00% (of Total Direct Labor) | \$ 5,216 |
| c. TOTAL DIRECT LABOR COSTS (a+b) | | \$ 57,379 |

FRINGE BENEFITS

| | | |
|-----------------------------------|--|---|
| d. Fringe Benefits (Rate: 39.79%) | | e. TOTAL FRINGE BENEFITS (c+d) \$ 22,831 |
|-----------------------------------|--|---|

INDRECT COSTS

| | | |
|---------------------------------------|--|---------------------------------------|
| f. Overhead (Rate: 111.08%) | | g. Overhead (c*f) \$ 63,736.34 |
| g. General & Administrative (0.00%) | | i. Gen & Admin (c*g) \$ - |
| j. TOTAL INDRECT COSTS (e+g+i) | | \$ 86,567 |

FEE (PROFIT)

| | | |
|--------------------|--|--|
| q. Fee Rate 10.00% | | k. TOTAL FIXED PROFIT (c+j)*q \$ 14,395 |
|--------------------|--|--|

OTHER DIRECT COSTS

| Description | UNIT | UNIT COST | TOTAL |
|--|-------------------------|-----------|------------------|
| l. Travel/Mileage Costs | miles | 0 | \$ 0.575 \$ - |
| m. Equipment Supplies | traffic data collection | 0 | \$ - \$ - |
| n. Permit fees, plan sheets, etc | prints | 0 | \$ 7.00 \$ - |
| o. Subconsultant Costs | See itemization below | | \$ 25,000.00 |
| | | | \$ - |
| | | | \$ - |
| p. TOTAL OTHER DIRECT COSTS (l+m+n+o) | | | \$ 25,000 |

SUBCONSULTANTS

| COMPANY | FUNCTION | TOTAL |
|-----------------------------|------------------------|---------------------|
| Dudk | Environmental Services | \$ 25,000.00 |
| TOTAL SUBCONSULTANTS | | \$ 25,000.00 |

TOTAL COST (c+j+k+p) \$ 208,341

EXHIBIT “A-4”



ADVANTEC Consulting Engineers
 FEE PROPOSAL
 COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT



ADDITIONAL SERVICES: PHASE I - BROADBAND COMMUNICATIONS

8/25/2021

| TASK | DESCRIPTION | Project Principal | Project Manager | Task Manager | Task Manager | System Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Total Hours | SUBCONSULTANT FEE (DUDEK) |
|--|---|-------------------|-----------------|--------------|--------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------|---------------------------|
| | | Leo Lee | Carlos Ortiz | John Dorado | Jose Guedes | John Cox | Jonathan Delgado | Bryan Elenes | Frank Gomez | Nick Park | Rob Steaffens | Tony Hernandez | | |
| PHASE I - ENVIRONMENTAL SERVICES | | | | | | | | | | | | | | |
| 1.1 | Phase II Environmental Services Revisions | | | | | | | | | | | | | |
| 1.1.1 | Update Project Description and Existing Conditions | | 8 | 8 | | | 24 | 16 | | | | | 56 | \$6,000 |
| 1.2 | CEQA / NEPA Compliance | | | | | | | | | | | | | |
| 1.2.1 | Updated PES and Supplemental Documentation | | 2 | 4 | | | 8 | 8 | | | | | 22 | \$8,000 |
| 1.2.2 | CEQA Notice of Exemption | | 2 | 4 | | | | | | | | | 6 | \$3,000 |
| 1.3 | Coordination and Project Management | | | | | | | | | | | | | |
| 1.3.1 | Coordination and Project Management | | 16 | 16 | | | 8 | | | | | | 40 | \$8,000 |
| PHASE II - DESIGN PHASE | | | | | | | | | | | | | | |
| 2 | Research of Record Information and Field Review | | | | | | | | | | | | 0 | |
| 3 | Utility Notification and Coordination | | | | | | | | | | | | 0 | |
| 4 | Traffic Signal Interconnect and ITS Field Elements Plans (119 Sheets) and Details (10 Sheets) | | 32 | 32 | | 84 | 40 | 64 | 64 | 140 | 140 | 160 | 756 | |
| 5 | Technical Specifications, and Hardware and Software Procurement List | | | | | | | | | | | | 0 | |
| 6 | Construction Quantities and Engineer's Estimates | | 8 | 16 | | | | 24 | 24 | 20 | 20 | | 112 | |
| 7 | Hardware and Software Procurement Support Services | | | | | | | | | | | | 0 | |
| PHASE III - TRAFFIC SIGNAL SYNCHRONIZATION PHASE | | | | | | | | | | | | | | |
| 8 | Traffic Signal Synchronization Stakeholders' Meetings | | | | | | | | | | | | 0 | |
| 9 | Signal Timing and Traffic Data Collection | | | | | | | | | | | | 0 | |
| 10 | Regional Traffic Signal Synchronization "Before" Study (Additional 3 Corridors) | | | | | | | | | | | | 0 | |
| 11 | Regional Traffic Signal Synchronization "After" Study (Additional 3 Corridors) | | | | | | | | | | | | 0 | |
| 12 | Signal Timing Optimization and Implementation | | | | | | | | | | | | 0 | |
| 13 | Traffic Signal Synchronization Project Report | | | | | | | | | | | | 0 | |
| PHASE IV - GRANT APPLICATIONS SUPPORT SERVICES | | | | | | | | | | | | | | |
| 14 | Grant Applications Support Services | | | | | | | | | | | | 0 | |
| PHASE V - PROJECT ADMINISTRATION, PROJECT MANAGEMENT, PROJECT COORDINATION, AND STAKEHOLDERS' MEETINGS AND OUTREACH | | | | | | | | | | | | | | |
| 15 | Caltrans Forms and Coordination | | | | | | | | | | | | 0 | |
| 16 | Project Control Website, Public Suggestion Webpage, and Mobile Application Recommendation | | | | | | | | | | | | 0 | |
| 17 | Project Management and Project Coordination | | 24 | 16 | | 16 | | | | | | | 56 | |
| 18 | Project Meetings (8 meetings) | | 32 | 18 | | 6 | | | | | | | 56 | |
| 19 | Stakeholders' Outreach | | | | | | | | | | | | 0 | |
| | Total Hours | 0 | 124 | 114 | 0 | 106 | 80 | 112 | 88 | 160 | 160 | 160 | 1104 | |
| | TOTAL | \$ - | \$ 32,240 | \$ 20,520 | \$ - | \$ 19,080 | \$ 9,600 | \$ 12,320 | \$ 9,680 | \$ 16,000 | \$ 14,400 | \$ 14,400 | | \$25,000.00 |

PHASE II
ADDENDUM NO. 1
“PHASE II-B”
ENVIRONMENTAL and DESIGN SERVICES
SCOPE OF SERVICES

2.1 PROJECT UNDERSTANDING - PHASE II-B

Our initial contract for the Coachella Valley Traffic Signal Synchronization Program Phase IIA improvements is to provide Environmental and Design Services for 18 Corridors. Based on stakeholders’ requests to include other critical corridors, the Traffic Signal Interconnect Master Plan Update revised the top 21 Corridors to the top 25 Corridors. The Portola Avenue, Avenue 50, and Avenue 44 Corridors were added to the priority list of corridors.

This addendum is to Prepare “Ultimate” Environmental and Design Services for *roadway segments within Tribal lands along eleven (11) Project Corridors (except the Varner Road Corridor)*.

Under the Phase II-B Project it is anticipated that the proposed improvements along Tribal Lands will include **ultimate design improvements including fiber optic communications, new conduit, controller foundations, communication hub, foundations, CMS foundations, etc. where underground disturbance will be occurring during construction.**

Table 2.1. highlights the eleven (11) corridors, roadway segments, number of signalized intersections, length of each corridor, and number of layout sheets for each corridor located within Tribal Lands.

TABLE 2.1
PHASE II-B CORRIDORS
(Tribal Land Roadway Segments)

| Corridor No. | Additional Corridors | No. of Signalized Intersections along Corridor | Corridor Limits | Length of Corridor (miles) | # of Sheets |
|--------------|---------------------------|--|---|----------------------------|-------------|
| 1 | Highway 111 | 15 | From Gateway Drive to Vista Chino, N. Palm Canyon Drive to Gene Autry Trail, and Ramon Road to E. Palm Canyon Drive | 5.4 | 16 |
| 3 | Ramon Road | 15 | From Palm Canyon Drive to Landau Boulevard | 4.1 | 13 |
| 9 | Dinah Shore Drive | 3 | Gene Autry Trail to Cathedral Canyon Drive | 1.8 | 6 |
| 10 | Gene Autry Trail | 2 | Vista Chino to I-10 EB Ramps | 2.4 | 8 |
| 11 | Date Palm Drive | 3 | Highway 111 to Perez Road | 0.3 | 1 |
| 14 | Vista Chino | 2 | Clubhouse View Drive to Avenida Quintana | 1.23 | 4 |
| 15 | Palm Canyon Drive | 4 | Escoba Drive/Araby Drive to Gene Autry Trail | 1.3 | 4 |
| 18 | Avenue 48/ Dillon Road | 4 | Dillon Road/Avenue 48 to SR-86 SB Ramps | 1.1 | 4 |
| 23 | Avenue 50 | 2 | Oates Lane/Peter Rabbit Lane to SR-86 SB Ramps | 1 | 3 |
| - | Tahquitz Canyon Way | 8 | Indian Canyon Drive to El Cielo Road | 2.1 | 7 |
| - | El Cielo Road | 3 | Ramon Road to Tahquitz Canyon Way | 0.5 | 2 |
| | Total | 61 | | 22 | 68 |

3.2 WORK PLAN - PHASE II-B

PART A: ENVIRONMENTAL PHASE - Environmental Services

Task 1.1 Environmental Services

EXHIBIT “B” highlights the additional Environmental Services that will be provided by **DUDEK**.

Deliverables:

- Environmental Services Deliverables Per **EXHIBIT “B-1”**

Task 1.2 Environmental Services Project Coordination and Support

ADVANTEC will be working with our Environmental subconsultant, DUDEK. Now that we are including the additional three corridors, we are anticipating additional project management, project coordination and preparation of additional documents/details/exhibits for their incorporation in the Environmental Documents, including the following:

- a) Expanded project description and details
- b) Expanded project exhibits
- c) Project Description for Corridors within Tribal Lands
- d) Project Exhibits for Corridors within Tribal Lands

In addition, we are anticipating six (6) project coordination meetings.

Under **EXHIBIT “B-4”** we have identified the additional hours required by ADVANTEC to support the preparation of the Environmental Documents.

Deliverables:

- Additional project management, project coordination and preparation of additional documents/details/exhibits

PART B: DESIGN PHASE - Design Services

Task 2 - Research of Record Information and Field Review

ADVANTEC will coordinate with Agencies’ staff, collect and review available data for use and reference associate with the project improvements. ADVANTEC’s Senior Traffic Engineers/Field Technicians will conduct a thorough field review of existing conditions along the **eleven (11) corridors and sixty-one (61) signalized intersections within Tribal Lands**, that consists, but not limited to collecting the following:

- ✓ All roadway features including curb lines, property lines, edges of pavement, edges of paved sidewalks, curb returns, curb ramps, driveways and bus pads
- ✓ Signing and striping, street lighting, and power poles
- ✓ Traffic signal and associated equipment (e.g. traffic signal controllers, controller cabinets, pole locations, conduit, conduit fill, cables, vehicle detection, service enclosures, pull boxes, vaults, battery backup systems, EVP, etc.)

- ✓ Communication type and associated equipment (e.g. Ethernet switches, wireless radio and equipment, twist-pair/copper cable, termination blocks, etc.)
- ✓ Communication conduit sizes, pull boxes, conduit sweeps, and cables
- ✓ Nearby underground utilities, cabinets, sub-structures, basements and vaults; and nearby aboveground structures (including bus shelters), aboveground cable and permanent street furniture
- ✓ Other field conditions that might affect a design decision
- ✓ ADA compliance and constraints
- ✓ Sidewalk and pavement conditions
- ✓ Phase I – Local Traffic Management Centers (TMCs), Data Aggregated Centers (DAGs), Regional TMC
- ✓ Phase I – Intersecting corridors and signalized intersections
- ✓ Photographs of each project corridor and signalized intersection, traffic signal equipment and roadway features using GPS cameras so that the photos can be easily integrated to GIS map

Upon completion of the above items, ADVANTEC will identify potential constraints that may be encountered in relation to the proposed improvements. This information will be used to prepare base mapping and proposed improvements along the ***eleven (11) corridors and sixty-one (61) signalized intersections within Tribal Lands***. This information will also be used as our foundation for our inventory and assessment of existing conditions, conceptual plans, recommended improvements and preparation of signal interconnect/communication plans.

Deliverables: **Eleven (11) Corridors and Sixty-One (61) Signalized Intersections within Tribal Lands** - Data collection inventory matrix, field review and notes, and photos

Task 3 – Utility Notification and Coordination

Utility notifications to the various utility owners within the ***eleven (11) corridors and sixty-one (61) signalized intersections within Tribal Lands*** will be prepared.

ADVANTEC will request the location of the existing utility lines along the ***eleven (11) corridors and sixty-one (61) intersections within Tribal Lands***, in order to provide proper vertical and horizontal clearance at locations where new cabinets, communication hubs, conduits, and/or splice vaults may be installed. ADVANTEC will provide coordination interface to establish controls for utilities that would be included within the right-of-way limits, and identify existing underground and overhead utility lines that may interfere with the location of the proposed traffic signal communication, wireless communication, and CCTV/DMS equipment. ADVANTEC will compile the information in a matrix format to include dates of notification, persons/utility notified and responses from utility. Two set of plans will be included with the utility notices. The utility notices will be sent via certified mail. Copies of this information will be updated periodically and provided to CVAG.

Deliverables: **Eleven (11) Corridors and Sixty-One (61) Signalized Intersections within Tribal Lands** - Utility Notification and Coordination

Task 4 – Traffic Signal Interconnect, TMC, and ITS Field Elements Plans and Details

ADVANTEC will prepare traffic signal interconnect plans and details for the ***eleven (11) corridors and sixty-one (61) signalized intersections within Tribal Lands***.

The additional plans will highlight traffic signal interconnect/communication improvements at the field elements, project corridors, each agency TMC and DAC, and the Regional TMC. In addition, the plans will show location and requirements for any proposed ITS field elements and communication hubs. The plans will show connectivity to Phase I and Phase II-A corridors and local TOCs and Regional TMC.

The plans will be prepared in AutoCAD in accordance to the CVAG’s requirements. *For budgeting purposes, it is anticipating that **68 layout plan sheets** will be required for the design of eleven (11) corridors and sixty-one (61) signalized intersections within Tribal Lands. Table 2.1 shows the Project limits. In addition, we are anticipating **eighteen (18) detail sheets** including fiber optic assignments, construction notes, and a title sheet.*

Deliverables: **Eleven (11) Corridors and Sixty-one (61) Signalized Intersections within Tribal Lands** - Traffic Signal Interconnect, TMC, and ITS Field Elements Plans (**68 Sheets**)
Detail Sheets (**18 Sheets**)

Task 5 – Technical Specifications, and Hardware and Software Procurement List

Technical Specifications will be prepared to indicate proposed hardware, software, cabling, equipment, installation, testing requirements, equipment warranty information, and other pertinent information to facilitate the construction of the proposed improvements. It will also provide system integration requirements during the construction phase. It will define the role of the System Integrator, ADVANTEC Team, CVAG and agencies staff, and hardware/software approved vendors during the construction activities.

ADVANTEC will prepare Technical Specifications for all the required equipment, delivering, installation, testing, and commissioning requirements, and any additional item that may be required for the project including hardware and software upgrades.

ADVANTEC will provide a Material and Equipment Procurement List to CVAG highlighting the hardware, software, cabling, and other equipment that will be procured by the System Integrator. ADVANTEC will work with CVAG to include the specific Contractor license(s), and network/software certifications required for this project. Application and/or permits required by the participating agencies will be included in the Appendix.

Deliverables: Technical Specifications, and Hardware and Software Procurement List

Task 6 – Construction Quantities and Engineer’s Estimates

ADVANTEC will prepare construction quantity take-offs and construction cost estimates for the **eleven (11) corridors and sixty-one (61) signalized intersections within Tribal Lands** in accordance with CVAG’s requirements.

The cost estimate will be based on cost data from similar current projects. The engineer’s construction cost estimates will be prepared in MS Excel format for use by CVAG to advertise for bids.

Deliverables: **Eleven (11) Corridors and Sixty-One (61) Signalized Intersections within Tribal Lands** - Construction Quantities and Engineer’s Estimates

Task 7 – Hardware and Software Procurement Support Services

It is ADVANTEC’s recommendation that hardware and software materials and licenses procurement will commence following the approval of finalized design plans in order to procure the latest technology and software version. It will consist of equipment ordering, shipping, and receiving at the selected job site. Materials will be

purchased direct from the manufacturer or through manufacturer-approved re-sellers. All equipment will be shipped directly to the jobsite where it will be received and inspected by the ADVANTEC Team personnel. If required, received equipment will be removed from its packaging and bench tested for proper operation. Equipment deliveries will be coordinated with the installation phase so that CVAG or the agencies will not be required to store large amounts of equipment at their facility. The specific materials and cost will be provided to CVAG for review and approval. The cost for hardware and software procurement is not included under this task.

Deliverables: Hardware and Software Support Services

PART C: TRAFFIC SIGNAL SYNCHRONIZATION PHASE – Signal Operations Services - Eleven (11) corridors and Sixty-One (61) Signalized Intersections within Tribal Lands

Task 8 – Traffic Signal Synchronization (TSS) Stakeholders’ Meetings

NA

Deliverables: NA

Task 9 –Signal Timing and Traffic Data Collection (Additional Three Corridors)

NA

Deliverables: NA

Task 10 – Regional Traffic Signal Synchronization “Before” Study (Additional Three Corridors)

NA

Deliverables: NA

Task 11 – Regional Traffic Signal Synchronization “After” Study (Additional Three Corridors)

NA

Deliverables: NA

Task 12 – Signal Timing Optimization & Implementation (Additional Three Corridors)

NA

Deliverables: NA

Task 13 – Traffic Signal Synchronization Project Report (Additional Three Corridors)

NA

Deliverables: NA

PART D: PROJECT ADMINISTRATION, PROJECT MANAGEMENT, PROJECT COORDINATION, STAKEHOLDERS’ MEETINGS AND OUTREACH

Task 15 – Caltrans Forms and Coordination

ADVANTEC will incorporate final design in a ready-to-submit construction bid package for Caltrans review and approval. The package will include final plans, specifications, and engineer’s estimates in accordance to Caltrans requirements including completion of all required federal forms for submittal of authorization to proceed with construction. ADVANTEC will facilitate the coordination with the DLAE (District Local Assistance Engineer) for continuity during the Preliminary Engineering, Construction, and Close Out phases of the project. We will work with CVAG staff so that the forms and responses reflect an approach approved ahead of time. Early and clear communication with the DLAE is critical in developing a productive working relationship for the project duration.

Deliverables: Caltrans Forms and Coordination

Task 16 – Project Control Website, Public Suggestion Webpage, and Mobile Application Recommendation/Updates

NA

Deliverables: NA

Task 17 – Project Management and Project Coordination

ADVANTEC will provide additional Project Management activities through all the aspects of the project for the *eleven (11) Corridors Within Tribal Lands*.

Project coordination between ADVANTEC’s Project Manager and CVAG’S Project Manager will be provided to coordinate the **eleven (11) Corridors Within Tribal Lands**. ADVANTEC will coordinate the project with each agency to discuss critical components on the project including environmental, design, multi-jurisdiction signal synchronization, technical elements, operations and maintenance, etc.

Encroachment Permits – Due to the number of signalized intersections that are within Caltrans jurisdiction, ADVANTEC will coordinate will Caltrans District 8 to obtain buy-off on the proposed improvements, encroachment permits review and approvals. To help expedite the process this requires early coordination with Caltrans staff including follow-ups for all submittals. This includes obtaining Caltrans permit number – to be shown on the project plans – including submittals per Caltrans requirements.

Deliverables: Project Management and Coordination
Monthly progress reports, project schedule updates, meeting agendas, meeting minutes, and action item matrices.
Project Coordination with CVAG, Caltrans, Cities, and County
Encroachment Permits and Approvals

Task 18 –Project Meetings

ADVANTEC will schedule and conduct a kick-off meeting with CVAG to discuss the overall project, planning and design objectives, constraints, requirements, project schedule, develop action items, and understanding next steps. During the kick-off meeting, ADVANTEC will coordinate with CVAG staff to assemble a Project Development Team (PDT).

ADVANTEC will schedule and conduct monthly PDT meetings to ensure all participants aware of the project status, critical milestones and decision points including review project schedules, planning activities, concepts, plans, and

specifications. ADVANTEC will prepare and distribute meeting agendas, meeting minutes, updated project schedule (as necessary), and an action item matrix to the project team for each meeting that is held. For this subtask, we propose to conduct the kick-off meeting and up to ten (10) PDT meetings.

Deliverables: Kick-off meeting attendance
PDT meetings (10)

Task 19 – Stakeholders’ Outreach

NA

Deliverables: NA

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by ADVANTEC if negotiated under a separate contract for an additional fee; but are presently excluded from this Agreement:

- Additional Environmental Services
- Environmental Technical Studies
- Additional Plans and Detail Sheets per Agency Request
- Traffic Signal Synchronization Services
- Stand-Alone Technical Specifications and Bid Package
- Additional Design Request by Caltrans or Agencies
- Additional Tasks that are shown “NA” on this Addendum
- Engineering Reports
- Additional Meetings

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by ADVANTEC if negotiated under a separate contract for an additional fee; but are presently excluded from this Agreement:

- Additional Environmental Services
- Environmental Technical Studies
- Additional Plans and Detail Sheets per Agency Request
- Stand-Alone Technical Specifications and Bid Package
- Additional Design Request by Caltrans or Agencies
- Additional Tasks that are shown “NA” on this Addendum
- Engineering Reports
- Additional Meetings

EXHIBIT “B-1”
PHASE II-B
ENVIRONMENTAL SERVICES
SUBCONSULTANT SCOPE OF SERVICES

August 12, 2020

Carlos Ortiz, PE, TE, PTOE
Advantec Consulting Engineers, Inc.
1200 Roosevelt
Irvine, California 92620

Subject: *CVAG Regional Traffic Signal Interconnect – Communications Upgrades*

Dear Mr. Ortiz:

Dudek is pleased to provide this proposal for environmental services to Advantec Consulting Engineers, Inc. (Advantec) in support of the Coachella Valley Association of Governments' (CVAG) proposed regional traffic signal interconnect program (TSSP), Communications Upgrades (Project). We anticipate that the proposed work would primarily include installation of new conduit along Program corridors where wireless communications would otherwise exist, and installation of additional Changeable Message Signs (CMS) requested by individual Project stakeholders. It is our understanding that the Project would be funded by federal, State, regional, and/or local sources.

Based on review of Project materials, we assume that proposed improvements will require up to 50 areas of disturbance. For the purposes of this proposal, and "area of disturbance" is considered 1) 1,000 linear feet of new conduit or 2) installation of a new feature (i.e. CMS/Cabinet). Proposed improvements would require moderate ground disturbance in sensitive areas that may require review cultural resources or biological resources. However, supplemental technical studies would be conducted pursuant to the original contract (signed between The Altum Group and Advantec on 5/10/2018), Task D, Tasks 1 through 3, for up to 50 specific disturbance locations.

We have included all tasks to complete CEQA and NEPA documentation for the Project, assuming that CVAG receives federal funding for the Project. The Altum Group (Altum), as a subconsultant to Dudek, will provide support for GIS and graphics, field work, and assistance with preparation of the Preliminary Environmental Study document.

Scope of Services

A. Project Initiation/Kickoff Meeting, Review Existing information, Site Visits

Task A1 Project Initiation

Dudek's project manager will coordinate with Advantec and CVAG and to the scope of work and schedule for completion of the environmental review of the Project. Prior to initiating work on the environmental documentation, we will confirm the location and nature of specific proposed improvements to be analyzed for potential environmental impacts.

Task A2 Review Existing Information

Dudek staff will review existing information provided by Advantec and CVAG, including aerial and site photographs, and will review existing GIS files for information such as flood zones, Coachella Valley Multi-Species Habitat Conservation Plan areas, to gather information for the PES form. Under this task, Dudek, with support from Altum, will create a GIS map of all project intersections and proposed areas of disturbance. We assume the map will require manual plotting of no more than 150 individual areas of disturbance.

Task A3 Site Visits

Upon completion of Tasks 1 and 2, one Dudek staff member and one Altum staff member will conduct site reconnaissance for the proposed areas of disturbance. Dudek will utilize any additional information discovered during the site visit to prepare a description of the physical environment to include in the PES form submitted to Caltrans for a NEPA CatEx, and the findings for a CEQA CE. We assume that proposed ground disturbance will be conducted within the public ROW, minimizing potential for impacts to adjacent undisturbed land. During the site visits, site photos and field data will be documented on an ESRI ArcCollector map to ensure accurate location records.

B. CEQA/NEPA Compliance

Task B1 Prepare PES and Supplemental Documentation

Under this task, Dudek will prepare the PES Form for the proposed ITS improvements. This task begins with development of a project description and a summary of existing conditions based on information gathered during Project initiation (Section A) and a detailed project description provided by Advantec.

Based on this description, the checklist will be filled out, and a narrative discussion justifying the answers in the checklist (Yes, To Be Determined, No) will be provided. As part of this exercise, Dudek will also prepare the ISA checklist where ground disturbing activities will take place.

Dudek will include all required attachments for the PES as figures. Altum will assist Dudek with preparation of high quality figures that illustrate the required information, including site photos exhibits documenting existing conditions at proposed areas of disturbance and exhibits to support the environmental impact discussion (i.e. FIRM Panel, Tribal Land, etc.).

The draft PES form, narrative and associated figures will be provided to Advantec and CVAG for review and Dudek will incorporate one round of consolidated comments from Advantec and CVAG reviewers for incorporation into the final deliverable to Caltrans.

B2 Prepare NEPA CatEx and CEQA CE

Dudek will prepare the NEPA CatEx for Caltrans review and approval. Dudek will then use this information, maps, and photographs prepared for the PES to make findings for a CEQA CE. Dudek will prepare a Notice of Exemption (NOE), which will include the following: (1) a cover letter to the County Clerk, (2) the NOE including findings for a CEQA CE, and a map of the Project corridor and surrounding area. Dudek will file the NOE with the County Clerk for a review period of 35 days. Dudek will also provide a copy of the NOE to the State Clearinghouse. We assume that

Advantec will provide one set of consolidated comments on the findings, cover letter, and NOE prior to submittal to Caltrans, the County Clerk, and the State Clearinghouse.

C. Project Management

Task C1 Management and Coordination

This task covers time for Dudek’s project manager to prepare for and attend up to three meetings with Advantec and CVAG. We have assumed eight (6) hours of additional coordination time with other agencies such as the county, local cities, and the Native American Tribes, if necessary. This task also includes internal project management (internal coordination with staff and subconsultant), as well as keeping track of the project schedule and budget. We will provide a project status report to Advantec monthly via e-mail. This task is intended to ensure that our tasks stay on schedule and within budget, and that all of our deliverables are technically correct and legally defensible.

Task C2 Coordination with Caltrans

Under this task, Dudek’s project manager will attend up to two meetings via teleconference with Caltrans to discuss the PES or any technical studies requested. In addition, we assume a minimal level of coordination via phone or email with the Caltrans Environmental Division prior to the PES submittal and regular coordination via email during preparation of requested technical studies.

Deliverables

- Electronic version of the draft and final PES Form, narrative and figures
- One (1) hard copy of the final PES Form, narrative and figures to Caltrans, once approved.
- Completion of the paperwork for a NEPA CatEx and CEQA NOE with findings to be filed with the County Clerk and State Clearinghouse
- If required by Caltrans, electronic version of draft and final copies of the NES-MI, APE Map, ASR, and HPSR will be provided

Assumptions

1. Project improvements would include up to fifty (50) distinct areas of ground disturbance.
2. One “area of disturbance” is 1) 1,000 LF new conduit or 2) location of new feature (i.e. CMS)
3. One NEPA PES Form will be prepared for the Project with the narrative, maps and site photos included as attachments
4. Site review in the field would be limited to areas where ground disturbance is proposed.
5. No technical studies will be prepared as part of the effort to prepare the PES. Caltrans will determine which studies they will require, if any.
6. Findings of the PES will lead to the adoption of a NEPA CatEx.
7. Findings for a CEQA CE will be based on the results of the approved PES.
8. Advantec and/or CVAG staff will provide all available information, including site photographs, aerial photographs, maps and design drawings for Dudek’s use in preparing the PES Form and related appendices.

Mr. Carlos Ortiz

Subject: CEQA/NEPA Documentation for CVAG TSSP – Communications Upgrades

- 9. If any work beyond what is described in the scope of work (including assumptions) is requested, Dudek will provide a budget amendment request in writing prior to conducting the requested work.
- 10. Production and distribution of all Project deliverables will be conducted by Dudek.

Cost Summary

Dudek will complete the scope of services to prepare the PES and CEQA/NEPA categorical exemptions (excluding technical studies) on a time-and-materials (T&M) basis in an amount not to exceed **\$26,384.46**. A detailed cost estimate spreadsheet and 10-H1 form (for Dudek and Altum) are included as Attachment 1 to support the cost estimate below.

| | | | |
|----------|--|-----------|------------------|
| A | Project Initiation/Existing Conditions/Site Visit | | |
| Task A1 | Project Initiation..... | \$ | 1,224.55 |
| Task A2 | Review Existing Information..... | \$ | 4,025.52 |
| Task A3 | Site Visits..... | \$ | 3,203.22 |
| B | CEQA/NEPA Compliance | | |
| Task B1 | Prepare PES and Supplemental Documentation.. | \$ | 12,081.72 |
| Task B2 | Prepare NEPA CE/CE and CEQA NOE..... | \$ | 1,616.52 |
| C | Project Management and Coordination | | |
| Task C1 | Management and Coordination..... | \$ | 2,518.76 |
| Task C2 | Coordination with Caltrans..... | \$ | 1,714.17 |
| | Contract Total | \$ | 26,384.46 |

Thank you for the opportunity to submit this proposal. We look forward to working with you on this Project. Please do not hesitate to contact Ms. Nickerson by phone at 760.218.5423 or by email at anickerson@dudek.com with any questions.

Sincerely,



Audrey Nickerson, CEQA/NEPA Planner

Att.: Cost Estimate and 10-H1

EXHIBIT “B-2”
PHASE II-B
ENVIRONMENTAL SERVICES
FEE SCHEDULE - EXHIBIT 10-H

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Dudek

Project No. _____

Contract No. _____

Date 08/12/2020

DIRECT LABOR

| Classification/Title | Name | hours | Actual Hourly Rate | Total |
|---------------------------|--------------------|-------|--------------------|------------|
| Specialist IV | Wendy Worthey | 24 | \$80.82 | \$1,939.68 |
| Specialist III | Audrey Nickerson | 100 | \$34.66 | \$3,466.00 |
| Technical Editor III | Amy Seals | 8 | \$38.57 | \$308.56 |
| Publications Specialist I | Rachel Dobralenski | 6 | \$25.75 | \$154.50 |
| | | | | \$0.00 |

LABOR COSTS

| | |
|--|-------------------|
| a) Subtotal Direct Labor Costs | \$5,868.74 |
| b) Anticipated Salary Increases (see page 2 for calculation) | \$0.00 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$5,868.74 |

INDIRECT COSTS

| | | |
|---|--|-------------------|
| d) Fringe Benefits (Rate: <u>70.95%</u>) | e) Total Fringe Benefits [(c) x (d)] | \$4,163.87 |
| f) Overhead & G&A (Rate: <u>92.45%</u>) | g) Overhead [(c) x (f)] | \$5,425.65 |
| h) General and Administrative (Rate: <u>0.00%</u>) | i) Gen & Admin [(c) x (h)] | \$0.00 |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$9,589.52 |

FIXED FEE

| | | |
|--|---------------|-------------------|
| k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee | 15.00% | \$2,318.83 |
|--|---------------|-------------------|

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

| Description | Quantity | Unit | Unit Cost | Total |
|------------------|----------|----------|-----------|----------|
| Mileage Costs | 175 | miles | \$0.58 | \$100.63 |
| Printing - B&W | 60 | page | \$0.20 | \$12.00 |
| Printing - Color | 50 | page | \$1.00 | \$50.00 |
| Shipping-FedEx | 2 | shipment | \$37.50 | \$75.00 |
| Filing Fee | 1 | fee | \$50.00 | \$50.00 |

l) TOTAL OTHER DIRECT COSTS **\$287.63**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|---|------------|
| Subconsultant 1: <u>The Altum Group</u> | \$8,319.75 |
| Subconsultant 2: _____ | \$0.00 |
| Subconsultant 3: _____ | \$0.00 |

m) TOTAL SUBCONSULTANTS' COSTS **\$8,319.75**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **\$8,607.38**

TOTAL COST [(c) + (j) + (k) + (n)] **\$26,384.46**

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | |
|--|-------------------------------|-----------------|---------------------------------|
| Direct Labor <u>Subtotal</u> per Cost Proposal | Total Hours per Cost Proposal | Avg Hourly Rate | 5 Year Contract Duration |
| \$5,868.74 | 138 | = \$42.53 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalatio

| | | | | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| | Avg Hourly Rate | | Proposed Escalation | | | |
| Year 1 | \$42.53 | + | 3% | = | \$43.80 | Year 2 Avg Hourly Rate |
| Year 2 | \$43.80 | + | 3% | = | \$45.12 | Year 3 Avg Hourly Rate |
| Year 3 | \$45.12 | + | 3% | = | \$46.47 | Year 4 Avg Hourly Rate |
| Year 4 | \$46.47 | + | 3% | = | \$47.86 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|---------------------------------|---|-------------------------------|---|----------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 100.00% | * | 138.00 | = | 138.00 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 138.00 | = | 0.00 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 138.00 | = | 0.00 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 138.00 | = | 0.00 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 138.00 | = | 0.00 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 138.00 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|---|---|------------------------------------|---|---------------|------------------------|
| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
| Year 1 | \$42.53 | * | 138 | = | \$5,868.74 | Estimated Hours Year 1 |
| Year 2 | \$43.80 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$45.12 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$46.47 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | \$47.86 | * | 0 | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$5,868.74 | |
| | Direct Labor Subtotal before Escalation | | | = | \$5,868.74 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions on the contract
3. Title 23 United States Code Section 112 - Letter of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Christine Moore Title *: CFO

Signature: *Christine Moore* Date of Certification (mm/dd/yyyy): 8/12/2020 | 12:34:22 PM PDT

Email: cmoore@dudek.com Phone Number: 760.479.4873

Address: 605 3rd Street, Encinitas, CA 92024

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant The Altum Group

Project No. _____ Contract No. _____

Date 7/30/2020

DIRECT LABOR

| Classification/Title | Name | hours | Actual Hourly Rate | Total |
|----------------------|------------------|-------|--------------------|------------|
| Project Manager | Chris Moore | 7 | \$52.88 | \$370.16 |
| Associate Planner | Max Antono | 66 | \$27.00 | \$1,782.00 |
| Assistant Planner | Yaneli Hernandez | 36 | \$26.50 | \$954.00 |
| | | | | \$0.00 |

LABOR COSTS

| | |
|--|-------------------|
| a) Subtotal Direct Labor Costs | \$3,106.16 |
| b) Anticipated Salary Increases (see page 2 for calculation) | \$0.00 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$3,106.16 |

INDIRECT COSTS

| | | | |
|--|---|--|-------------------|
| d) Fringe Benefits (Rate: <u>20.00%</u>) |) | e) Total Fringe Benefits [(c) x (d)] | \$621.23 |
| f) Overhead & G&A (Rate: <u>110.00%</u>) |) | g) Overhead [(c) x (f)] | \$3,416.78 |
| h) General and Administrative (Rate: <u>20.00%</u>) |) | i) Gen & Admin [(c) x (h)] | \$621.23 |
| | | j) Total Indirect Costs [(e) + (g) + (i)] | \$4,659.24 |

| | | |
|------------------|---|-----------------|
| FIXED FEE | k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>6.03%</u> | \$468.10 |
|------------------|---|-----------------|

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

| Description | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|---------|
| Mileage Costs | 150 | Mile | \$0.575 | \$86.25 |
| Equipment Rental and Supplies | | | | |
| Permit Fees | | | | \$0.00 |
| Plan Sheets | | | | \$0.00 |
| Test | | | | \$0.00 |

l) TOTAL OTHER DIRECT COSTS **\$86.25**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|------------------|--------------|
| Subconsultant 1: | _____ |
| Subconsultant 2: | _____ \$0.00 |
| Subconsultant 3: | _____ \$0.00 |
| Subconsultant 4: | _____ \$0.00 |

m) TOTAL SUBCONSULTANTS' COSTS **\$0.00**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **\$86.25**

TOTAL COST [(c) + (j) + (k) + (n)] **\$8,319.75**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.



Advantec Consulting Engineers, Inc.

Regional Traffic Signal Interconnect Program (TSSP) - Communications Upgrades

DUDEK FEE ESTIMATE

8/12/2020

| | | Dudek Labor Hours and Rates | | | | | | Subconsultant Fees Conduct Site Visits for up to 50 areas of ground disturbance; | | | |
|---------------------------------|---|-----------------------------|---------------------|-------------------------|------------------------------|-------------------------|-------------------------|---|-------------------|--------------------------|--------------------|
| <i>Project Team Role:</i> | | Senior Specialist IV | Specialist III | Technical Editor III | Publications Specialist I | | | | | | |
| <i>Team Member:</i> | | Wendy Worthey | Audrey Nickerson | Amy Seals | Rachel Dobrolenski | TOTAL DUDEK HOURS | DUDEK LABOR COSTS | The Altum Group | | OTHER DIRECT COSTS | TOTAL FEE |
| <i>Billable Rate:</i> | | \$245 | \$105 | \$117 | \$78 | | | Hours | Fee | | |
| Task A | Project Initiation/Kickoff Meeting, Review Existing information, Site Visits | | | | | | | | | | |
| A.1 | Project Initiation | 2 | 7 | | | 9 | \$1,224.55 | | | | \$1,224.55 |
| A.2 | Review Existing Information/GIS Setup | 2 | 10 | | | 12 | \$1,539.52 | 34 | \$2,486.00 | | \$4,025.52 |
| A.3 | Site Visits | | 16 | | | 16 | \$1,679.84 | 18 | \$1,422.75 | \$100.63 | \$3,203.22 |
| Subtotal Task A | | 4 | 33 | | | 37 | \$4,443.91 | | | \$100.63 | \$8,453.29 |
| Task B | CEQA/NEPA Compliance | | | | | | | | | | |
| B.1 | PES and Supplemental Documentation | 8 | 40 | 8 | 6 | 62 | \$7,560.72 | 57 | \$4,411.00 | \$110.00 | \$12,081.72 |
| B.2 | NEPA CatEx and CEQA CE | 2 | 10 | | | 12 | \$1,539.52 | | | \$77.00 | \$1,616.52 |
| Subtotal Task B | | 10 | 50 | 8 | 6 | 74 | \$9,100.24 | | | \$187.00 | \$13,698.24 |
| Task C | Project Management | | | | | | | | | | |
| C.1 | Management and Coordination | 6 | 10 | | | 16 | \$2,518.76 | | | | \$2,518.76 |
| C.2 | Coordination with Caltrans | 4 | 7 | | | 11 | \$1,714.17 | | | | \$1,714.17 |
| Subtotal Task C | | 10 | 17 | | | 27 | \$4,232.93 | | | | \$4,232.93 |
| Total Base Hours and Fee | | 24 | 100 | 8 | 6 | 138 | \$17,777.08 | 109 | \$8,319.75 | \$287.63 | \$26,384.46 |
| <i>Percent of Hours (Base)</i> | | <i>17%</i> | <i>72%</i> | <i>6%</i> | <i>4%</i> | | | | | | |

EXHIBIT “B-3”
PHASE II-B
DESIGN SERVICES
FEE SCHEDULE - EXHIBIT 10-H

CVAG Regional Traffic Signal Synchronization Project - Phase II-B

| | | |
|-------------------------------------|---------------------------------|-----------|
| CONSULTANT: | CONTRACT NO: | DATE: |
| ADVANTEC Consulting Engineers, Inc. | CML 6164(0210) - Addendum No. 1 | 8/21/2020 |

DIRECT LABOR

| CLASSIFICATION/TITLE | NAME | HOURS | ACTUAL RATE | TOTAL |
|----------------------|------------------|--------------|--------------------------------------|--------------|
| Project Principal | Leo Lee | 0 | \$ 120.19 | \$ - |
| Project Manager | Carlos Ortiz | 228 | \$ 111.54 | \$ 25,431.12 |
| Task Manager | John Dorado | 314 | \$ 67.50 | \$ 21,195.00 |
| Task Manager | Jose Guedes | 0 | \$ 68.27 | \$ - |
| System Engineer | John Cox | 262 | \$ 34.72 | \$ 9,096.64 |
| Design Engineer | Jonathan Delgado | 343 | \$ 39.43 | \$ 13,524.49 |
| Design Engineer | Bryan Elenes | 480 | \$ 37.02 | \$ 17,769.60 |
| Design Engineer | Rob Steaffens | 376 | \$ 46.64 | \$ 17,536.64 |
| Design Engineer | Nick Park | 360 | \$ 28.85 | \$ 10,386.00 |
| Design Engineer | Frank Gomez | 366 | \$ 33.65 | \$ 12,315.90 |
| Design Engineer | Tony Hernandez | 356 | \$ 28.85 | \$ 10,270.60 |
| TOTAL HOURS | | 3,085 | TOTAL DIRECT LABOR \$ 137,526 | |

LABOR COSTS

| | | |
|--|-------------------------------|-------------------|
| a. Subtotal Direct Labor Costs | | \$ 137,526 |
| b. Anticipated Salary Increases | 5.00% (of Total Direct Labor) | \$ 13,753 |
| c. TOTAL DIRECT LABOR COSTS (a+b) | | \$ 151,279 |

FRINGE BENEFITS

| | | |
|-----------------------------------|--|---------------------------------|
| d. Fringe Benefits (Rate: 39.79%) | | e. TOTAL FRINGE BENEFITS |
| | | (c+d) \$ 60,194 |

INDRECT COSTS

| | | |
|---------------------------------------|--|--|
| f. Overhead (Rate: 111.08%) | | g. Overhead (c*f) \$ 168,040.26 |
| g. General & Administrative (0.00%) | | i. Gen & Admin (c*g) \$ - |
| j. TOTAL INDRECT COSTS (e+g+i) | | \$ 228,234 |

FEE (PROFIT)

| | | |
|--------------------|--|--|
| q. Fee Rate 10.00% | | k. TOTAL FIXED PROFIT (c+j)*q \$ 37,951 |
|--------------------|--|--|

OTHER DIRECT COSTS

| Description | UNIT | UNIT COST | TOTAL |
|--|-------------------------|-----------|------------------|
| l. Travel/Mileage Costs | miles | 2,400 | \$ 1,380.00 |
| m. Equipment Supplies | Traffic Data Collection | 1 | \$ - |
| n. Permit fees, plan sheets, etc | prints | 520 | \$ 3,640.00 |
| o. Subconsultant Costs | See itemization below | | \$ 26,384.46 |
| | | | \$ - |
| | | \$ - | \$ - |
| p. TOTAL OTHER DIRECT COSTS (l+m+n+o) | | | \$ 31,404 |

SUBCONSULTANTS

| COMPANY | FUNCTION | TOTAL |
|-----------------------------|------------------------|---------------------|
| DUDEK | Environmental Services | \$ 26,384.46 |
| TOTAL SUBCONSULTANTS | | \$ 26,384.46 |

TOTAL COST (c+j+k+p) \$ 475,253

**EXHIBIT “B-4”
PHASE II-B
TEAM HOURS BREAKDOWN**

ADDITIONAL SERVICES - PHASE II-B

8/21/2020

| TASK | DESCRIPTION | Project Principal | Project Manager | Task Manager | Task Manager | System Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Design Engineer | Total Hours | SUBCONSULTANT FEE (DUDEK) | SUBCONSULTANT FEE (Counts Unlimited) |
|--|---|-------------------|-----------------|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------|---------------------------|--------------------------------------|
| PHASE I - ENVIRONMENTAL SERVICES | | | | | | | | | | | | | | | |
| 1.1 | Project Initiation/Kick-off Meeting, Review of Existing Information, Site Visits | | | | | | | | | | | | | | |
| 1.1.1 | Project Initiation/Kick-off Meeting | | 4 | 4 | | | | 4 | | | | | 12 | \$1,225 | |
| 1.1.2 | Review of Existing Information | | | | | | 7 | | | | | | 7 | \$4,026 | |
| 1.1.3 | Site Visits | | | | | | | | | | | | 0 | \$3,203 | |
| 1.2 | Prepare CEQA/NEPA Compliance Documents | | | | | | | | | | | | | | |
| 1.2.1 | Prepare PES Form and Supplemental Documentation | | 16 | 16 | | | 24 | 24 | | | | | 80 | \$12,082 | |
| 1.2.2 | Prepare NEPA CE and CEQA CE | | | | | | | | | | | | 0 | \$1,617 | |
| 1.3 | Coordination and Project Management | | | | | | | | | | | | | | |
| 1.3.1 | Management and Coordination | | 8 | 8 | | | | | | | | | 16 | \$2,519 | |
| 1.3.2 | Coordination with Caltrans | | | | | | | | | | | | 0 | \$1,714 | |
| 1.4 | Prepare Technical Studies | | | | | | | | | | | | | | |
| 1.4.1 | Initial Site Assessment (ISA) | | | | | | | | | | | | 0 | \$0 | |
| PHASE II - DESIGN PHASE | | | | | | | | | | | | | | | |
| 2 | Research of Record Information and Field Review | | 16 | 20 | | 24 | 24 | 24 | 24 | 24 | 40 | 40 | 236 | | |
| 3 | Utility Notification and Coordination | | 4 | 8 | | | | | | 32 | 32 | 36 | 112 | | |
| 4 | Traffic Signal Interconnect and ITS Field Elements Plans and Details (86 Sheets) | | 48 | 142 | | 168 | 168 | 320 | 320 | 280 | 280 | 280 | 2006 | | |
| 5 | Technical Specifications, and Hardware and Software Procurement List | | 32 | 32 | | | 64 | 52 | | | | | 180 | | |
| 6 | Construction Quantities and Engineer's Estimates | | 16 | 24 | | 24 | 32 | 32 | 22 | 24 | 24 | | 198 | | |
| 7 | Hardware and Software Procurement Support Services | | | | | | | | | | | | 0 | | |
| PHASE III - TRAFFIC SIGNAL SYNCHRONIZATION PHASE | | | | | | | | | | | | | | | |
| 8 | Traffic Signal Synchronization Stakeholders' Meetings (25 Meetings) | | | | | | | | | | | | 0 | | |
| 9 | Signal Timing and Traffic Data Collection | | | | | | | | | | | | 0 | | |
| 10 | Regional Traffic Signal Synchronization "Before" Study (18 Corridors) | | | | | | | | | | | | 0 | | |
| 11 | Regional Traffic Signal Synchronization "After" Study (18 Corridors) | | | | | | | | | | | | 0 | | |
| 12 | Signal Timing Optimization and Implementation | | | | | | | | | | | | 0 | | |
| 13 | Traffic Signal Synchronization Project Report | | | | | | | | | | | | 0 | | |
| PHASE IV - GRANT APPLICATIONS SUPPORT SERVICES | | | | | | | | | | | | | | | |
| 14 | Grant Applications Support Services | | | | | | | | | | | | 0 | | |
| PHASE V - PROJECT ADMINISTRATION, PROJECT MANAGEMENT, PROJECT COORDINATION, AND STAKEHOLDERS' MEETINGS AND OUTREACH | | | | | | | | | | | | | | | |
| 15 | Caltrans Forms and Coordination | | 4 | 9 | | | | | | | | | 13 | | |
| 16 | Project Control Website, Public Suggestion Webpage, and Mobile Application Recommendation | | | | | | | | | | | | 0 | | |
| 17 | Project Management and Project Coordination (27 months) | | 48 | 27 | | 22 | | | | | | | 97 | | |
| 18 | Project Meetings (6 meetings) | | 32 | 24 | | 24 | 24 | 24 | | | | | 128 | | |
| 19 | Stakeholders' Outreach | | | | | | | | | | | | 0 | | |
| | Total Hours | 0 | 228 | 314 | 0 | 262 | 343 | 480 | 366 | 360 | 376 | 356 | 3085 | | |

ITEM 7E

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Federal and State Advocacy Services

Contact: Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Authorize the Executive Director to retain federal and state lobbying services in an amount not to exceed \$100,000, for a time period up to six months, and to take the necessary steps to identify the long-term services needed to ensure the region is maximizing funding opportunities and receiving its fair share

Transportation Committee: CONCURS (Meeting of August 30th)

Background: Over the course of the past year, CVAG staff has provided updates to the Executive and Transportation Committees about the concerning funding outlook for regional transportation projects. However, in recent months, there has been increased political focus on investments in transportation and related infrastructure at the federal and state levels. As part of a broader strategy to address cash flow concerns, CVAG staff is now recommending that CVAG better establish representation in Sacramento and Washington to help the region secure increased outside funding and attain financially feasible transportation projects for the Coachella Valley.

As recently as 10 years ago, interchanges in the Coachella Valley were largely funded with outside resources, and more than 85 percent of projects' costs were covered by state and federal dollars. Part of this was due to the recovery after the Great Recession of 2008 and the ensuing American Recovery and Rescue Plan, which provided significant funding for major transportation projects. But, as noted in the recent cash flow analysis presented to CVAG's committees, current transportation funding environment is much different. Today, most of the eight interchanges that are in design and environmental phases in the region have little to no federal and state funding. CVAG nor its members agencies have the ability to fully fund these expensive projects with their existing resources.

Despite these funding challenges, infrastructure and transportation investment are top priorities at both the federal and state levels.

In Washington, Congress is negotiating a \$1.2 trillion infrastructure investment bill. The INVEST in America Act (H.R. 3684), which aims to achieve President Joe Biden's Infrastructure and Investment Jobs Act, would direct \$100 billion to roads, bridges and major projects, reauthorize the surface transportation program for the next five years and – if passed – also invest \$65 billion in broadband. Additionally, Congress has resumed the process of allowing member-requested funding, which are commonly called earmarks. This year's process included allowing Community Projects, which cover everything from transportation to housing and land acquisition, as well as the Member Designated Projects, which are big-dollar requests for larger

transportation projects, such as interchanges, bridges or regionally significant investments. The list of requests submitted to Rep. Raul Ruiz, whose 36th Congressional District spans CVAG's jurisdiction, was far larger than one member of Congress could advance. Among the big-dollar projects that was advanced by Rep. Ruiz is a recommendation to provide \$20 million for the Interstate 10/Monroe Street Interchange, which is one of CVAG's top projects in the current Transportation Project Prioritization Study (TPPS). Notably, this earmark process will likely continue to be a tool available to legislators into the near future.

At the state level, the budget allocates total of \$27 billion for all departments and programs administered under the California State Transportation Agency. When lawmakers approved the initial budget framework, it included \$500 million to augment the Active Transportation Program. CVAG staff had previously highlighted how this would have been a huge boost to the Coachella Valley, which had two ATP projects – the Arts and Music Line along Avenue 48 and the CV Link extension to Desert Hot Springs – that scored strongly in Cycle 5 but not high enough to be awarded funds. An ATP augmentation would have made those projects poised to secure about \$46 million of the statewide funding. Unfortunately, earlier this month, lawmakers were finalizing the budget negotiations and there were differences regarding funding for high-speed rail. Unless lawmakers renegotiate ATP as a priority, which could happen at the start of 2022, there are no additional ATP funds expected. It will be important for the Coachella Valley to continue to track this potential funding.

There are other funding opportunities coming from the approved State budget. It allocates \$500 million for high-priority grade separation and grade crossing improvements and \$2 billion for state highway rehabilitation and local roads and bridges. In addition, more than \$3 billion in fuel excise tax revenues go to cities and counties for local streets and roads. Finally, staff would note that the budget also allocates \$6 billion to expand broadband infrastructure and enhance access by constructing an open access middle-mile and by funding construction of last-mile projects. This is a funding source that staff is exploring in connection to CV Sync, the regional traffic signal synchronization program that includes intelligent transportation system technologies.

Given alignment of aforementioned funding with CVAG's transportation and broadband projects, increasing access to federal and state decision-makers is critical to helping the Coachella Valley receive its fair share of federal and state funds for regional projects.

CVAG's Regional Arterial Cost Estimate (RACE), which is prepared with the TPPS, has identified more than \$3.4 billion in costs for the Coachella Valley's regional transportation system. The significant costs associated with these projects and decreased revenues from outside sources will place substantial financial pressure on local jurisdictions to bring these projects to fruition. In effect, making it difficult for CVAG to fund transportation projects obligated under existing reimbursement agreements.

CVAG staff is comprehensively analyzing potential solutions to address the cash flow concerns. Staff has also put forward cost-conscious approaches to reducing costs, such as the recent flooding and blowsand study. However, it has become apparent that having representation in Washington and Sacramento will assist CVAG in elevating and aligning its regional projects with new and existing funding opportunities, help CVAG secure additional outside funding and reduce financial pressure on regional and local resources.

A number of transportation planning and public agencies employ lobbying firms to assist with access to federal and state decision-makers. These include, but are not limited to, Riverside County Transportation Commission (RCTC) and Southern California Association of

Governments as well as a number of member jurisdictions, including the County of Riverside. CVAG staff would recommend that CVAG's efforts will compliment other regional and local advocacy efforts to help elevate CVAG's regional projects to improve their financial viability by optimizing collective resources and improving regional coordination through the legislative, regulatory and grant procurement processes. By increasing access to legislators and relevant agencies in Sacramento and Washington, CVAG can better position its projects to compete for funding opportunities forthcoming.

For example, as noted above, \$500 million for Active Transportation was cut out of the final budget negotiations on the last week of the state legislative session. Because almost 10 percent of the funds were slated for bike and pedestrian projects in the Coachella Valley, this news dealt a significant blow to the Coachella Valley. This was due to ATP augmentation funding being part of a larger transportation package that included the controversial high-speed rail. Because the Governor and the legislature did not reach a deal on high-speed rail funding before the end of session, ATP dollars slated for the augmentation round fell victim to failed high-speed rail negotiations. However, it is anticipated that the legislature will take up this transportation funding package in January, making it an advocacy item a lobbying team can immediately assist with.

While CVAG has not traditionally maintained lobbyist services, it has utilized this approach before. In 2015, CVAG authorized the Chair and Executive Director to seek administrative and legislative changes in the state's cap and trade program to make projects in the Coachella Valley more competitive and ensure the Coachella Valley received its fair share of funds. In 2018, the CVAG Executive Committee authorized additional consulting services to help this effort, which included lobbying services in Sacramento. With approval of the recommendation, CVAG staff would conduct a search for a consultant whose services complement and not replicate the services already retained by CVAG's members and partners agencies. Any contract for services would be presented to CVAG's committees at a future meeting. CVAG staff is also mindful of the need to engage in pertinent conversations as soon as possible, given the current budget decisions being made in Sacramento and Washington. Therefore, CVAG staff recommends the Executive Director be authorized to retain federal and state advocacy services for a short-term period of six months. This will enable CVAG to immediately engage and advocate for its projects at the federal and state levels, while allowing staff time to identify the proper consultant or consultants to meet long-term advocacy needs and present a recommendation back to Committee.

Fiscal Analysis: CVAG staff recommends that short-term, federal and state advocacy services be authorized for a total not-to-exceed amount of \$100,000. This would include both state advocacy and federal lobbying services, with both contracts being for a term that is not to exceed six months.

The total cost of long-term services will be determined through a competitive request for proposals, and a contract would be presented to CVAG committees in the future.

Regional transportation funding is available for these costs. CVAG staff would note that there is a strong return on the investment in services if this advocacy results in additional state and federal resources or better positions projects for funding opportunities.

ITEM 8a

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Status of I-10 Interchange Projects

Contact: Gustavo Gomez, Management Analyst (ggomez@cvag.org)

Recommendation: Information

Background: Attached is the latest status for Interstate 10 interchange projects as of September 2021:

Completed

- | | |
|---|---|
| 1) Indian Canyon @ I-10 (Mar '12) | 4) Monterey Avenue Ramp @ I-10 (Apr '15) |
| 2) Gene Autry/Palm Drive @ I-10 (Mar '12) | 5) Bob Hope/Ramon @ I-10 (Sep '11) |
| 3) Date Palm Drive @ I-10 (May '14) | 6) Jefferson Street @ I-10: Post-construction closeout underway. |

Portola @ I-10

Final PA&ED completed. ROW on hold due to Union Pacific stalemate. PS&E on-going.

Monroe @ I-10

Final environmental document approved by Caltrans. City moving forward to PSE and ROW phases.

Jackson @ I-10

Environmental document nearing completion, pending Caltrans approval that is anticipated by early September 2021.

Avenue 50 @ I-10

PS&E contract underway.

Avenue 50 @ SR 86

PA&ED completed in May 2019. Funding agreement amendment for PS&E and ROW acquisition approved by Executive Committee in September 2020. PA&ED underway.

Dillon Road @ I-10 @ SR 86

PA&ED underway. Caltrans Approved Preliminary Environmental Study (PES) on July 13, 2020.

Golf Center Parkway @ I-10

PSR on hold.

Da Vall Drive @ I-10

Intersection Control Evaluation submitted to Caltrans.

Fiscal Analysis: Funding for these projects has been budgeted through the project phase indicated and secured through various funding sources. There is no additional fiscal impact.

ITEM 8b

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Arterial Program - Project Status Report
9/21/2021

| Project Description | Lead Agency | PEng | ENV | PSE | ROW | CON | CVAG Funded Through | Status |
|--|-------------|------|-----|-----|-----|-----|---------------------|--|
| Interchanges | | | | | | | | |
| Avenue 50 @ 86S | COA | | | | | | Environmental | PA & ED underway |
| Avenue 50 @ I-10 | COA | | | | | | PSE | PS&E contract under way. |
| Jackson @ I-10 | COR | | | | | | PSE | Draft Env Doc reviewed earlier this year |
| Monroe @ I-10 | COR | | | | | | PSE | Final Env Doc approved by Caltrans. City moving forward with PSE by MBI |
| Jefferson @ I-10 | COR | | | | | | Construction | Completed. Working on close out |
| Arterial Links | | | | | | | | |
| Ave. 48 (Jackson St. to Van Buren St.) | COA | | | | | | Construction | Completed |
| Ave. 50 (Calhoun St. to Harrison St) | COA | | | | | | Construction | PA/ED completed. PS&E under way. |
| Coachella Traffic Signal Conversion | COA | | | | | | Construction | Completed |
| Date Palm Drive from I-10 to Varner | CC | | | | | | PSE | Phase II is completed. The final design for Phase III in underway. |
| North Indian Canyon Widening | COR/DHS/PS | | | | | | Construction | Phase I paving completed. Phase II construction started in July and ends this fall. |
| Monterey Av. Corridor (fr. Gerald Ford to Dinah Shore) | RM | | | | | | Construction | Construction completed. |
| Bridges | | | | | | | | |
| Avenue 66 Grade Separation over UPRR | COR | | | | | | Construction | Under construction |
| Avenue 44 Bridge over WWR | Indio | | | | | | Construction | Env cleared. Plans are at 99%. Pending permits from CVWD and Caltrans to clear ROW. |
| Avenue 50 Bridge over WWR | COA | | | | | | PSE | PS&E underway. Funding agreement amendment approved by CVAG in September 2020 |
| Cathedral Canyon Bridge | CC | | | | | | Construction | Construction started in summer 2020 and is ongoing |
| Date Palm Bridge (Across WWR) | CC | | | | | | Construction | Completed |
| Dune Palms Bridge over WWR | LQ | | | | | | Construction | ROW and PS&E Certification submitted July 2021. RFA for AC Construction submitted July 2021. Construction 2022 |
| Frank Sinatra Bridge over WWR | RM | | | | | | Construction | In Final Design, Construction to commence when HBP funding becomes available |
| South Palm Canyon Bridge over Tahquitz Creek | PS | | | | | | PSE | 100% Design Plan submitted for review. ROW acquisition finalized and cert to be submitted |
| East Palm Canyon Drive Bridge over Palm Canyon Wash | PS | | | | | | PSE | 100% Design Plan currently in review. Working with utilities. |
| Indian Canyon (fr. Garnet to & Incl. RR Crossing) | PS | | | | | | Construction | Advanced Construction Funding authorized by Caltrans |
| Ramon Bridge Widening | PS | | | | | | Construction | Continuing ROW and utility phase |
| Vista Chino Bridge over WWR | PS | | | | | | PE | Project is in PE phase. Extensive negotiations with SCE for utility relocation |
| Interchange Preparation Fund Projects | | | | | | | | |
| Portola @ I-10 | PD/COR | | | | | | ROW | ROW on hold due to Union Pacific stalemate. 100% PS&E ongoing. |
| Golf Center Parkway @ I-10 | Indio | | | | | | PSR | PSR on hold |
| Da Vall Drive @ I-10 | CC | | | | | | PSR | PSR-PDS returned to consultant for revisions. |
| Dillon Road @ I-10, SR86, WWR | COA | | | | | | PSR | PA&E underway. |
| Jackson @ I-10 | Indio | | | | | | PSR | Caltrans expected to approve final IS/MND by end of August 2021. |
| Monroe @ I-10 | Indio | | | | | | PSR | Env complete. City begun PS&E and requested ROW funding. |

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

PE = Preliminary Engineering; Env=Environmental; PSE=Plans, Specifications and Estimate; ROW=Right of Way; CON=Construction

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Bicycle/Pedestrian Safety Program - Project Status Report

9/21/2021



ITEM 8c

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

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

| Project Description | Lead Agency | Design | Grant App | Status |
|--|-------------|--------|-----------|--|
| | | | | |
| CV Sync | CVAG | | | Construction underway. |
| ATP - Arts & Music Line | CVAG | | | Under design. Design contract extension requested. |
| ATP - DHS CV Link Extension | DHS | | | Under design. |
| ATP - Cathedral City Downtown Connectors | CC | | | Under design. ATP Cycle 5 Grant Application funded. Design contract requested. |

ITEM 8d

2020/2021 EXECUTIVE COMMITTEE ATTENDANCE ROSTER



| CVAG JURISDICTION | JUL | AUG | Joint Meeting | | NOV(Dec) | DEC | JAN | FEB | MAR | APR | MAY(JUN) | JUN |
|---|-----|-----|---------------|-----|----------|-----|-----|-----|-----|-----|----------|------|
| | | | SEP | OCT | | | | | | | | |
| Blythe | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Cathedral City | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Coachella | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Desert Hot Springs | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Indian Wells | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Indio | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| La Quinta | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Palm Desert | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Palm Springs | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Rancho Mirage | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Riverside County | - | - | ✓✓✓ | ✓✓ | ✓✓ | - | * | ✓✓ | - | ✓✓ | ✓✓ | ✓✓✓✓ |
| Agua Caliente Band of Cahuilla Indians | - | - | █ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Cabazon Band of Mission Indians | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | ✓ | ✓ | ✓ |
| Torres Martinez Desert Cahuilla Indians | - | - | ✓ | ✓ | ✓ | - | * | ✓ | - | █ | ✓ | ✓ |

Absent █
 No Meeting *
 Scheduled Dark Month -

ITEM 8e

**Coachella Valley Association of Governments
Executive Committee
September 27, 2021**



Staff Report

Subject: Update on the East Valley Electricity Task Force and related actions

Contact: Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Information

Background: The looming expiration of the 1934 Agreement of Compromise between the Imperial Irrigation District (IID) and the Coachella Valley Water District (CVWD) has led to several discussions at CVAG's Energy and Environmental Resources Committee. In June 2021, at the recommendation of the Energy and Environmental Resources Committee, the CVAG Executive Committee authorized the Executive Director to create an East Valley Electricity Task Force that would focus on reviewing the Coachella Valley Energy Commission, which IID was creating in order to work with jurisdictions in the Coachella Valley. CVAG staff is providing this report in order to update the Energy and Environmental Resources Committee on the task force and related issues.

The CVAG Executive Director this summer has been coordinating with member jurisdictions in order to establish CVAG's task force. Many of the member jurisdictions were also coordinating with IID to join its Energy Commission. Based on the direction, CVAG's task force was established primarily to review Energy Commission bylaws. But it did not formally meet as no significant concerns were raised as it related to the bylaws. CVAG staff has continued to coordinate with members and the Executive Director, in coordination with the Chair of the Energy and Environmental Resources Committee, may convene an ad hoc working group of affected parties who are outside the IID water service boundaries, to independently assess associated issues as needed.

During the summer months, IID did convene its first meeting of the Energy Commission. As IID has described at previous CVAG meetings, the purpose of Energy Commission is to provide immediate representation to Coachella Valley stakeholders on energy matters and develop a long-term strategic plan for continued energy service after 2033. That's a key date, as it is when the 1934 Compromise Agreement expires – thereby ending IID's 99-year lease on Coachella Valley power rights which had been granted in exchange for CVWD receiving 8 percent of the net proceeds of energy sales. The Energy Commission includes 11 members and the bylaws outline how it will work with the Coachella Valley to address local issues concerning energy service, representation and protection of IID's water rights. The Energy Commission held its first meeting on August 5, 2021 at the Coachella library. It is anticipated the group will meet on a monthly basis to formulate both short- and long-term plans for future electrical service.

It should be noted that the bylaws for IID's Energy Commission include a dissolution provision which would dissolve the commission should legislation be enacted that alters the composition of the IID Board, which does not have any voting membership from the Coachella Valley. Since 2003, five bills have been introduced in the California Legislature to address concerns related to representation for the IID's Coachella Valley electric ratepayers. Assemblymember Chad Mayes (I-Rancho Mirage) has introduced three of those bills, including Assembly Bill 1021 that is currently being considered by lawmakers. The bill was aimed to address Riverside County's representation at IID and also included provisions to have the Imperial County and Riverside County Local Agency Formation Commissions engaged in studies about voting rights and options for electrical service.

The legislation has been amended multiple times over the summer. Most significantly, the requirement of a non-voting board member from Riverside County – a provision that IID strongly opposed – has been removed from AB 1021. Given the new amendments, it is anticipated that IID will continue to convene its Energy Commission. AB 1021 was approved by the Assembly on September 2 after concurring with Senate amendments and is now awaiting the Governor's signature. If enacted, a study by the Local Agency Formation Commission would focus on providing options for service under a publicly owned model prior to, and after, the expiration of the 99-year lease between CVWD and IID. It also would explore options for alternative governance structures that provide proportional representation on the governing board. AB 1021 calls for the study to be completed by July 2022 and the state budget includes \$500,000 for the effort.

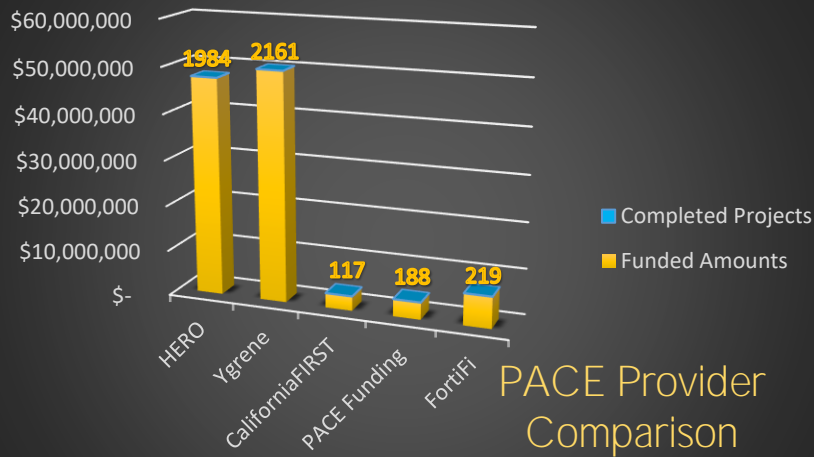
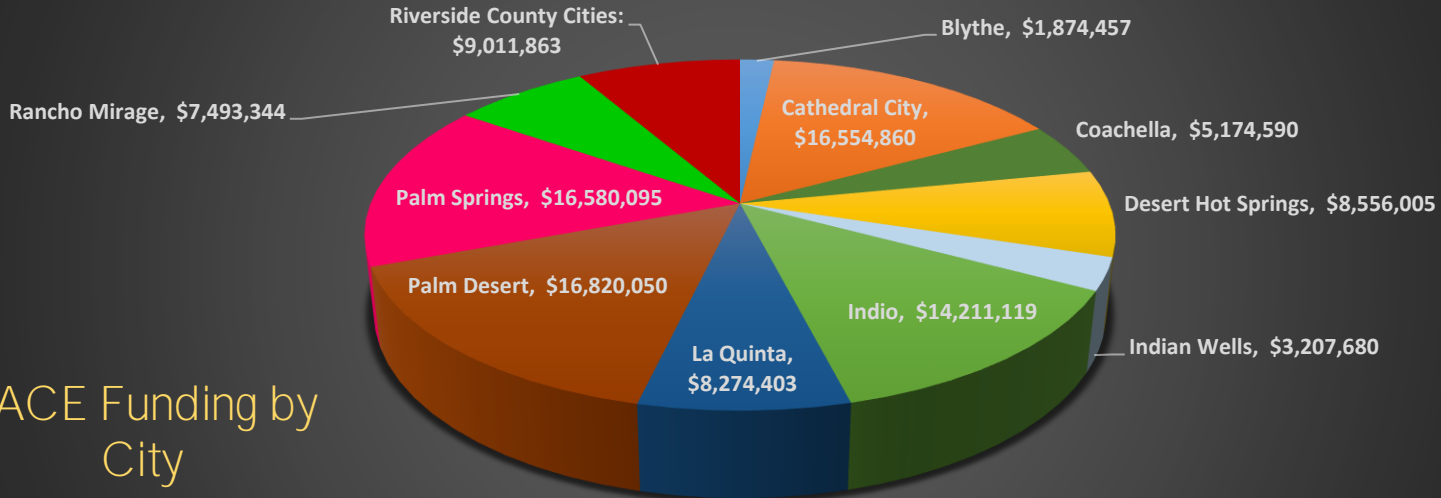
CVAG staff will continue to monitor the Energy Commission meetings and the related legislation.

Fiscal Analysis: There is no cost to this information item. CVAG is using existing staff resources for the task force and related efforts.

ITEM 8F

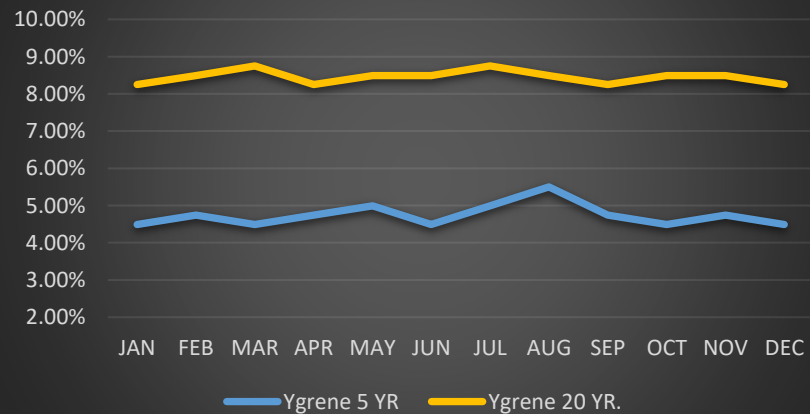
CVAG PACE REPORT

PACE Funding by City



PACE Provider Comparison

PACE Interest Rates



CARS REMOVED FROM ROAD: 38485

Other PACE providers have interest rate ranges from 5.99%-10.98%

JOBS CREATED: 980

Updated for September 09, 2021

ITEM 8g

Coachella Valley Association of Governments
Executive Committee
September 27, 2021



Staff Report

Subject: Letter Advocating for Salton Sea Funding

Contact: Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Information

Background: CVAG's committees have long been supportive of state and local efforts to mitigate the impacts of the shrinking Salton Sea. After mitigation inflows ceased in 2017, the Salton Sea has dramatically receded. As a result, air quality, public health and environmental concerns have increased. In June 2017, the CVAG Executive Committee passed a resolution supporting full funding of the 10-year plan for Salton Sea Management Phase 1. CVAG also supported the principles outlined in the memorandum of understanding between Riverside and Imperial Counties regarding regional collaboration to address the Salton Sea.

In late August 2021, the CVAG Executive Director was informed of the possibility that the State Budget for Fiscal Year 2021/22 would not include the \$50 million of the \$220 commitment made when the Gov. Gavin Newsom previously unveiled his budget. In response – and in coordination with the Salton Sea Authority – CVAG Chair Christy Holstege sent a letter to Gov. Newsom and California Natural Resources Secretary Wade Crowfoot advocating for continued investment in the Salton Sea management program. The letter, which is attached, was sent as the Natural Resources budget trailer bill was being negotiated.

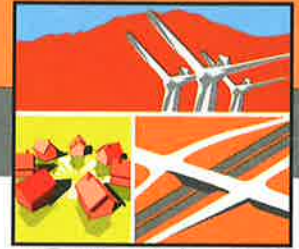
Before the state legislative session ended on September 10, lawmakers included \$40 million for the Salton Sea.

Fiscal Analysis: CVAG used existing staff resources for this effort.

Attachment: Letter to Gov. Newsom and Secretary Crowfoot for Salton Sea funding

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

73-710 Fred Waring Dr., Suite 200, Palm Desert, CA 92260 · (760) 346-1127 · www.cvag.org



September 1, 2021

The Honorable Gavin Newsom
Governor
State of California
State Capitol, First Floor
Sacramento, CA 95814

The Honorable Wade Crowfoot
Secretary
California Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

RE: Governor's Commitment to the Salton Sea

Dear Governor Newsom and Secretary Crowfoot:

On behalf of the Coachella Valley Association of Governments (CVAG), I am writing to strongly urge you to uphold the State's commitment to invest the first \$50 million out of the \$220 million promised for the Salton Sea. The Salton Sea is one of the State's most pressing environmental and public health issues and funding from this year's budget will demonstrate the State's commitment and accountability to addressing the sea's decline.

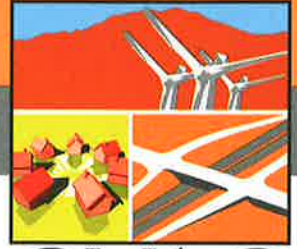
CVAG is a joint powers authority whose membership includes 10 cities, the County of Riverside and four Tribal nations. CVAG spearheads a wide range of regional programs that include improving the Coachella Valley's transportation network, promoting sustainability and energy efficiency and addressing social issues such as homelessness. CVAG – along with our sister agency, the Coachella Valley Conservation Commission – have a long history of supporting Salton Sea restoration and management efforts. In June 2017, the CVAG Executive Committee passed a resolution supporting full funding of the Salton Sea Management Program Phase 1 10-year plan. And in September 2018, CVAG issued its support for the principles outlined in the memorandum of understanding between Riverside and Imperial Counties, which pertains to regional collaboration in addressing the Salton Sea.

The environmental, economic and public health impacts that will result from a declining Salton Sea cannot be overstated. The expiration of the mitigation flow requirement, which was required as part of the Quantification Settlement Agreement (QSA), means the Salton Sea will continue to recede, exposing potentially hazardous lake bed and exasperating air quality issues. The State Plan is a step in the right direction, but its success hinges on the continued support of state and local officials to provide the direction and resources required.

Many of us were appreciative that a \$50 million investment for the Salton Sea was included in the May Revision of the Budget as well as the "California Roars Back" plan to improve drought preparedness and bolster resiliency. In the context of the pandemic, the issues related to the sea have been intensified. Disadvantaged communities already suffering with high-asthma rates due to fugitive dust events and low-economic resources are more susceptible to the life threatening impacts of COVID-19. It has been disappointing to learn that this investment may not be allocated as promised.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

73-710 Fred Waring Dr., Suite 200, Palm Desert, CA 92260 · (760) 346-1127 · www.cvag.org



CVAG

The State is facing an unprecedented budget surplus and there is increased collaboration and coordination between the State and stakeholders on solutions to the Sea. Thus, we strongly urge you to hold true to the State's financial commitment and provide at least \$50 million to the Salton Sea.

Please don't hesitate to contact me if you need additional information.

Sincerely,

A handwritten signature in black ink that reads "Christy Holstege".

Christy Holstege, Esq.
CVAG Chair

CC: Sen. Melissa Melendez, 28th Senate District
Assemblymember Chad Mayes, 42nd Assembly District
Assemblymember Eduardo Garcia, 56th Assembly District

ITEM 8h

**Coachella Valley Association of Governments
Executive Committee
September 15, 2021**



STAFF REPORT

Subject: Alan Seman Bus Pass Program – Report for FY 2020/2021

Contact: Stephanie Shambow, Program Assistant, (sshambow@cvag.org)

Recommendation: Information

Background: In October 2007, CVAG launched a bus pass program that worked with the Homelessness Committee's ex-officio membership and service providers to distribute SunLine Transit Agency passes to those in need throughout the Coachella Valley. The program was later renamed in honor of Alan Seman, a longtime Rancho Mirage council member who was a strong advocate for the program.

The bus pass program involves CVAG staff working with SunLine to purchase a batch of passes – usually SunLine's day passes – then tracking their disbursement to local agencies. The program was on hiatus for much of the COVID-19 pandemic, as SunLine in March 2020 issued an emergency suspension of collecting fares. With conditions improving, SunLine resumed its resume fare collection as of May 2, 2021. The bus pass program also resumed and CVAG has worked with participating organizations to get the passes distributed to clients.

This staff report serves as a report of the bus pass program for Fiscal Year 2020/2021. Between May 2021 and June 2021, the following nonprofit organizations serving people who are homeless, or at risk of being homeless, participated in the program:

- Coachella Valley Rescue Mission
- CV Housing First
- Jewish Family Services of San Diego
- Safe House of the Desert
- Shelter from the Storm
- Well in the Desert

Martha's Village and Kitchen and Desert Hot Springs Family Resource Center declined to participate in the program. Through this program, a total of 1945 passes were distributed through June 2021, including 10-day and single day passes for adults, youth and seniors. The top uses of the bus passes were to obtain medical care, access social services, get back and forth to work, and look for work.

Regular updates will be provided to the Homelessness Committee to track the Alan Seman Bus Pass program.

Fiscal Analysis: CVAG purchases about \$3,000 worth of bus passes each month. Since the program started, CVAG's member jurisdictions have been asked to provide \$3,000 a year for the

bus pass program. Cities were not been invoiced in Fiscal Year 2020/2021 because the program was on hiatus. With the resuming of fares, CVAG has issued invoices for \$3,000 to continue funding the Alan Seman Bus Pass program in Fiscal Year 2021/2022.

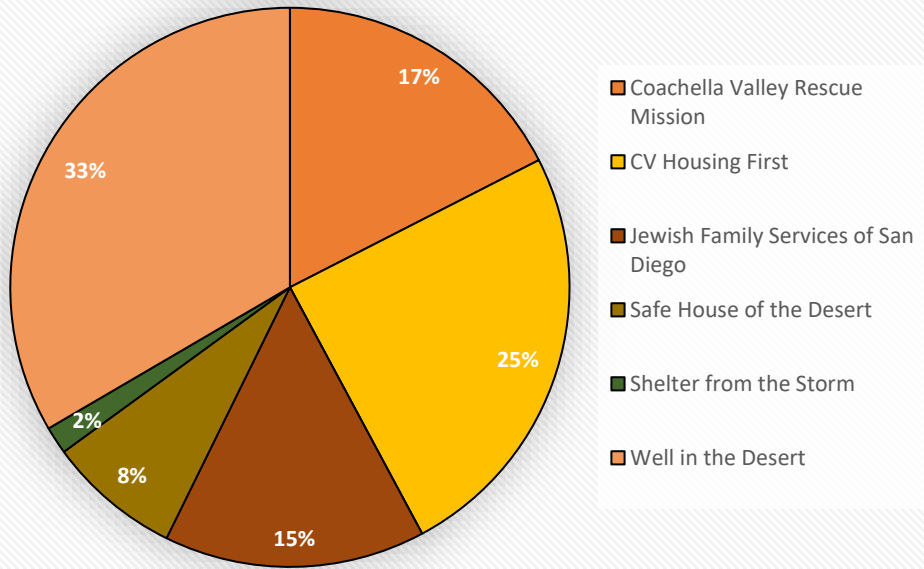
Attachments: Bus Pass Use Report for Fiscal Year 2020/2021

Coachella Valley Association of Governments

**Alan Seman Homeless Bus Pass Program
May – June 2021 Use Report**

| AGENCY | TYPE OF PASS USED | | | | | | Total Passes | USE CATEGORIES | | | | | | | | | | |
|-------------------------------------|-------------------|-------------|----------|------------|-----------|------------|--------------|----------------|------------|-----------|------------|------------|------------|------------|-----------|-----------|------------|-------------|
| | ADULT | | YOUTH | | SR/DIS. | | | Medical | DMV | House | Job | Mental | Social | Work | School | Legal | Other | TOTAL |
| | Adult 10 | Adult Day | Y 10 | Y Day | SR 10 | SR Day | | Care | | Search | Search | Health | Services | | | Court | | |
| Coachella Valley Rescue Mission | 0 | 240 | 0 | 0 | 0 | 100 | 340 | 59 | 43 | 16 | 45 | 41 | 38 | 49 | 8 | 31 | 10 | 340 |
| CV Housing First | 20 | 340 | 0 | 0 | 10 | 110 | 480 | 15 | 52 | 24 | 31 | 63 | 59 | 49 | 2 | 12 | 173 | 480 |
| Jewish Family Services of San Diego | 0 | 239 | 0 | 30 | 0 | 25 | 294 | 9 | 0 | 28 | 3 | 15 | 13 | 21 | 0 | 0 | 205 | 294 |
| Safe House of the Desert | 0 | 120 | 0 | 30 | 0 | 0 | 150 | 13 | 2 | 2 | 3 | 1 | 14 | 22 | 9 | 9 | 75 | 150 |
| Shelter from the Storm | 0 | 22 | 0 | 9 | 0 | 0 | 31 | 2 | 0 | 0 | 6 | 3 | 1 | 9 | 10 | 0 | 0 | 31 |
| Well in the Desert | 0 | 540 | 0 | 50 | 0 | 60 | 650 | 63 | 40 | 27 | 38 | 26 | 82 | 40 | 3 | 18 | 313 | 650 |
| TOTALS | 20 | 1501 | 0 | 119 | 10 | 295 | 1945 | 161 | 137 | 97 | 126 | 149 | 207 | 190 | 32 | 70 | 776 | 1945 |

Total Passes Used by Agencies May 2021 - June 2021



| Agency Name | Total Passes |
|--|--------------|
| Coachella Valley Rescue Mission | 340 |
| CV Housing First | 480 |
| Jewish Family Services of San Diego | 294 |
| Safe House of the Desert | 150 |
| Shelter from the Storm | 31 |
| Well in the Desert | 650 |
| Grand Total | 1945 |

ITEM 8i

**Coachella Valley Association of Governments
Executive Committee
September 27, 2021**



Staff Report

Subject: Performance Assessment and Gaps Analysis of Riverside County's homeless services

Contact: Greg Rodriguez, CVAG contract staff, (GRodrigu@rivco.org)

Recommendation: Information

Background: A Continuum of Care is well-established model for streamlining effective homeless services. They are made up of groups of organizations, including local government agencies and homeless service providers, that set shared goals and performance measurement mechanisms in order to redistribute pooled resources for homelessness response in a specific geographic area. CoCs are designated by and beholden to the US Department of Housing and Urban Development. In return, CoCs receive direct allocation of state and federal funds.

In 2020, Riverside County created the new Department of Housing Homeless Prevention and Workforce Solutions (HHPWS) in an effort for greater cross department collaboration, increased communication and more effective delivery of programs and funding for county and community service providers. HHPWS also took over as the lead agency for the County's CoC and Board of Governance (BOG). In 2020, the BOG and the CoC members decided they needed to update their individual homeless and housing plans and revisit a 10-year plan that Riverside County had released in 2018. The goal was to create one plan for the entire county.

HHPWS entered into a consulting agreement with LeSar Development Consultants for a two-step process. The first was a performance assessment and gaps analysis of the County's homeless services. The second phase was to develop a strategic action plan for the County to implement.

In June 2021, LeSar completed the performance assessment and gaps analysis (attached). The report highlights some of the challenges that have been faced in the homeless provider system, which was described as fragmented. But the report stated that Riverside County's consolidated department is *"now better positioned to address other systems challenges like cross-sector alignment, data integration and management, and service provider capacity."* The report also looked at the impact of new approaches to addressing the needs, whether it is the county's new data management system or statewide initiatives like Project Homekey and Project Roomkey that were utilized during the COVID-19 pandemic.

The gaps analysis noted the need for long-term solutions, whether it is additional housing vouchers or funding for move-in assistance. As the report states, the lack of available affordable housing continues to be a key barrier, with as many as 46,000 additional affordable units needed

across Riverside County in order to address those currently experiencing homelessness and those facing housing instability.

While the gaps analysis is not an evaluation of CVAG's CV Housing First program, the report does highlight the work being done in the desert. The following is an excerpt from LeSar's report:

“Feedback from stakeholders often characterized access to resources as being geographically siloed, with certain regions having critically underdeveloped resources in outreach, shelter, and housing supports. Within regions themselves there are also varying degrees of unity and collaboration around the alignment of housing and homelessness programs to central principles. For example, the Coachella Valley Association of Governments has an active and dedicated homelessness committee that coordinates efforts and provides services across the Coachella Valley in East Riverside County. In other regions like Southwest Riverside County, West Riverside County, or Central Riverside County there is not the same level of coordination or established homeless working groups, often resulting in a more fractured response.”

LeSar, the BOG, and the CoC are working through the second phase of the contract and the strategic action plan is anticipated to be finalized in November 2021.

This work was underway before a State Auditor's Report was released earlier this year, which included Riverside's COC and described how a gaps analysis and updated strategic plan could help address homelessness in the county. A summary of the findings in gaps analysis was presented to the Homelessness Committee at the September 15th meeting. While the analysis is countywide, the discussion led Homelessness Committee members to discuss creation of an ad hoc committee that could evaluate some of the services other cities, such as Los Angeles, are utilizing particularly for homeless individuals who may otherwise be reluctant to accept help through existing programs.

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

Attachment: Riverside County COC Performance Assessment and Gaps Analysis



Performance Assessment and Gaps Analysis



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Executive Summary



LeSar Development Consultants (LDC) was contracted by the County of Riverside to complete a Performance Assessment and Gaps Analysis of the County of Riverside Continuum of Care. LDC utilized qualitative and quantitative research methods which included data from a variety of stakeholders and key data points within the system.

When analyzing the system structure and performance, stakeholders highlighted challenges in the regionalized and fragmented nature of the system. This was characterized by differing approaches to addressing homelessness, disconnected services, and difficult to navigate systems for people experiencing homelessness. The creation of the Housing, Homelessness Prevention and Workforce Solutions Department (HHPWS) has begun to provide the necessary leadership and structure to coalesce these fragmented approaches into a more unified framework and uphold community-wide standards. The consolidated department is now better positioned to address other systems challenges like cross-sector alignment, data integration and management, and service provider capacity.

Stakeholders highlighted significant challenges to addressing the health, safety, and service needs of people experiencing unsheltered homelessness. Differing approaches to outreach and engagement across the County, from engagement to enforcement, were seen by stakeholders as a gap in the system and a barrier for people experiencing unsheltered homelessness. Stakeholders also underscored the need to increase homeless street outreach efforts in various parts of the county and improve access to shelter and services. Newer investments in state funding such as the Housing, Housing Assistance and Prevention (HHAP) and Emergency Solutions Grant (ESG) Corona Virus provides the County with the opportunity to increase coordination among street outreach teams, law enforcement, and other stakeholders which will further improve reach and outcomes. Continued advocacy to ensure funding levels remain consistent are needed to ensure long-term sustainability of these efforts.

In conversations, survey responses, and the Housing Inventory Count, there was unanimity in the critical shortage of shelter and interim housing to meet the need of a rising number of people experiencing unsheltered homelessness. Shelter and interim housing options that are available in the system were often characterized as being inaccessible and hard to navigate for people experiencing homelessness. New initiatives, like Project Homekey and Project Roomkey, that responded to the COVID-19 pandemic highlighted some successes in the shelter response system.

When looking at housing interventions, both the quantitative data and feedback from stakeholders underlined the fact that interventions like PSH and RRH need to be further scaled up to meet the need. Components of the coordinated entry system like the Coordinated Entry System (CES) data integration, VI-SPDAT assessment, and the prioritization and matching processes need to remain as major priorities to better respond to the need posed by both providers and clients. When looking at key subpopulations, stakeholders described that Chronically Homeless, Individuals with Mental Illness, Individuals with Substance Use Disorders, Seniors/Older Adults, and Transition Aged Youth (TAY) had inadequate resources or services available to them in Riverside County. The transition to a new Homeless Management Information System (HMIS), Clarity, places the County in a position to better manage its homeless data and increase the capacity of the system to use data to make decisions. The completion of Phase I in April 2021 included the migration of program enrollments for clients enrolled in state, federal and local homeless service programs. The County is now working towards the completion of Phase II of the transition which includes the migration of custom data fields specific to CES which will transform the system by streamlining the VI-SPDAT assessment and housing match process.

Stakeholders highlighted other challenges of the housing response like the accessibility of Housing Choice Vouchers, a fragmented approach to landlord outreach, engagement, and retention, and the unavailability of flex funds and funding for move-in assistance. Once connected to services, stakeholders highlighted the lack of available affordable housing as a key barrier. It is estimated that the County would need 21,000 to 46,000 of units affordable to households whose incomes qualify them as Extremely Low Income to address the homelessness crisis for those currently experiencing homelessness and those facing housing instability. This reflects a critical need to increase the development of affordable housing solutions in the region. In feedback from providers, officials, and stakeholders, they described that the housing stock of certain cities' is largely inaccessible to people experiencing homelessness, underlining the need to better track housing outcomes geographically. The American Rescue Plan Act (ARPA) recently provided 70,000 vouchers to Public Housing Agencies (PHAs) nation-wide and supports stronger relationships with PHAs and CoC's to assist homeless individuals and survivors of domestic violence, dating violence, sexual assault, stalking and human trafficking. These types of federal investments, alongside state-funded programs such as No Place Like Home (NPLH) and Homekey which provide funding for development of new permanent supportive housing units are opportunities that support the County's efforts to increase housing.

The Riverside homeless response system had a net gain of persons in the homelessness system, which calls for continued efforts in prevention, upstreaming solutions, discharge planning, and the addition of sufficient units to meet the demand. Stakeholders also highlighted efforts need to continue to be advanced around race equity and addressing the economic instability that drives housing instability.



Introduction

This report is designed to provide an overview of the functions, impact, and effectiveness of the Riverside Continuum of Care (CoC). It is intentionally not designed to provide recommendations on policy or suggest directions for the CoC to take to address any identified system needs. Those will be part of the next phase of this project – the Homeless Action Plan for the Riverside County CoC.

The County of Riverside, contracted with LeSar Development Consultants (LDC), a social innovation firm focused on housing affordability, homelessness, and community development, to perform a gaps analysis of the County of Riverside’s homeless system of care. This analysis evaluates the current system, including various components like outreach, shelter, and housing programs, and identifies system gaps.

Guiding Principles

The gaps analysis of the County of Riverside’s homeless response system is driven by the following guiding principles. These guiding principles inform our understanding of all aspects of our analysis and work.

Systems-Level

Homelessness is caused by the breakdown of multiple systems and sectors. An effective system needs to prioritize multi-system collaboration to address the inflows, service delivery, and outflows relevant to ending homelessness.

Equity

Centering a homeless response system on the needs of those most vulnerable and overrepresented within the homeless population builds the capacity of the system to better respond to the needs of all people experiencing homelessness.

Lived Experience

Assumes that the experiences of clients, people experiencing homelessness, and people with lived experience of homelessness are a legitimate and important primary data source. This highlights the importance of including people experiencing homelessness into the process and system design.

Methodology

Qualitative

The qualitative component of the analysis included soliciting input from a wide array of stakeholders in the system, from system administrators to service provider leaders, to law enforcement officials, to individuals with lived experience of homelessness. Many of the strategies, connections, and services needed to support individuals experiencing homelessness are managed outside of the homeless service system or in geographically separated systems, highlighting the importance of including regional stakeholders working in housing, healthcare, behavioral health, and criminal justice. The intent of the interviews and surveys was to provide stakeholders at all levels an opportunity to provide input, thoughts, and recommendations on a wide range of issues related to the homeless response system in Riverside County. Through the different methods of inquiry, LDC was able to examine the ways clients and providers navigate the homeless response system, common unmet needs, gaps in services, and strategies used to overcome those gaps.

Three Subsets of Community Stakeholders

LDC collected feedback from the three subsets of stakeholders below to inform the qualitative component of the gaps analysis.

- Regional Stakeholders: government, housing, healthcare, behavioral health, criminal justice
- Homeless Service Providers
- Individuals with Lived Experience of Homelessness

Methods for Obtaining Qualitative Data

LDC used two methods to obtain qualitative feedback. A 38 questions survey was sent to a variety of community stakeholders and 30-minute interviews were conducted with community stakeholders identified with the support of the CoC.

- Survey feedback from community stakeholders. Surveys were sent to BOG and CoC email lists.
- 10-15 Phone/Video interviews with community stakeholders. CoC lead provided input for appropriate community stakeholders.

Quantitative

For the quantitative component of the Gaps Analysis, LDC examined systems level data to identify performance outcomes, trends, and gaps. This data is used in tandem with the qualitative data obtained from community stakeholders. With the quantitative data, LDC examined inflows into homelessness, service utilization patterns, barriers exiting homelessness, the effectiveness and speed of the CES system and the regional funding to sustain solutions. The intent of this analysis was to show the range and complexity of homelessness in the CoC and to offer details on the impact of current programs in addressing homelessness.

The scope and success of the quantitative component of the gaps analysis was contingent on the availability and quality of the data available. At the time LDC was gathering information for this report, the CoC was in the middle of transitioning from one Homeless Management Information System (HMIS) to another. This change in HMIS is an important step forward for the CoC and will position it to be better able to collect, analyze and present data. LDC was able to review aggregate project level data for all Shelter, Transitional Housing, Rapid Rehousing, Permanent Supportive Housing, Street Outreach and Prevention projects.



Evaluation Tools

- NAEH Homeless System Evaluator Tool: Helps communities understand the performance of their homelessness system, different programs, and program types within the system. Specifically, this tool helps determine whether a community's homeless assistance system moves people into permanent housing quickly, helps people remain in housing, and generates these and other positive outcomes cost-effectively.
 - LDC asked the County's HMIS group for data of program level performance for all Emergency Shelter, Rapid Rehousing, Transitional Housing Permanent Supportive Housing, Street Outreach and Prevention projects. LDC staff then loaded the data in the Homeless System Evaluator Tool.
- NAEH Racial Equity Network Toolkit: Community Census Data: Examines the disproportionality of the CoC's homeless population when compared to general demographics.
- Housing Gaps Analysis: Modeled analysis of current housing system resources needed to functionally end homelessness. Includes data from a multitude of different homelessness and housing data points.

Data Sources

- Point-in-Time Count (PIT): A HUD required census of persons experiencing unsheltered or sheltered homelessness on a single night in January.
- Housing Inventory Count (HIC): An annual inventory of beds and units dedicated to individuals and families experiencing homelessness on the night of the PIT Count. There are five program types included in the HIC: Emergency Shelter, Transitional Housing, Rapid Re-Housing, Safe Haven, and Permanent Supportive Housing.
- Annual Homelessness Assessment Report (AHAR) or Longitudinal Systems Analysis (LSA): Annualized report provides a more in-depth perspective on the demographics and characteristics of persons experiencing homelessness. AHAR has been replaced with the Longitudinal System Analysis (LSA).
- System Performance Measures (SPMs): System Performance Measures (SPMs) quantify the efficacy of a local homeless response system through seven separate metrics. Progress CoCs make on these seven metrics are assessed annually via the System Performance Measures report to HUD.
- Homeless Management Information System (HMIS) Data: Local information technology system used to collect client-level data and data on the provision of housing and service to homeless individuals and families. Provides key expected values for the types of programs operated locally and is much richer than the AHAR data alone.
- Annual Performance Report (APR): Designed to track the progress and outcomes of CoC-funded programs through HMIS to gauge who was served and the outcomes of a participant's engagement with a project.
- Housing Choice Voucher (HCV) Data: Statistics on the implementation of the Housing Choice and Project Based Vouchers by the Riverside Housing Authority. Geographic placement data for Housing Choice and Project Based Vouchers based on Zip Code.
- Homeless Budgets and Funding in CoC/County: County budgets for local, state, federal funding for homelessness to inform costing analysis, COC funding total, and allocations by agency/program.
- Housing and Rental Data: A variety of different regional housing and rental data points, including but not limited to: Regional Housing Needs Allocation (RHNA), vacancy rates, affordable housing projects completed and currently in the development pipeline.
- 2-1-1 Data: Community specific data to identify and analyze resource gaps within the homelessness response system, specifically focusing on key populations like elderly, disabled, youth, veterans, justice-involved, high utilizers, SMI, SUD, etc.



Strengths and Gaps within the County of Riverside

We have written this report to be aligned with the proposed structure of the Homeless Action Plan for the Riverside County CoC. Accordingly, we have structured the gaps analysis within the framework outlined by the California Homeless Coordinating and Financing Council's Action Plan to Prevent and End Homelessness. With this framework in mind, LDC has outlined the strengths and gaps as it related to five focus areas.

- Strengthen System to Better Prevent and End Homelessness
- Equitably Address the Health, Safety, and Services Needs of People Experiencing Unsheltered Homelessness
- Expand Communities Capacity to Provide Safe and Effective Sheltering and Interim Housing
- Expand and Ensure Equitable Access to Permanent Housing in Our Communities
- Prevent People from Experiencing the Crisis of Homelessness

Strengthen System to Better Prevent and End Homelessness

Regionalization

Regionalization across programs and systems is a critical issue to address by the homeless response systems in Riverside County. This is reinforced by feedback from providers, public officials, and previous work in the region. 78.5% of respondents to a survey reported degrees of disunity in the approach to ending homelessness across the region. Contradicting approaches to homelessness, geographic challenges, and the inconsistent administration of direct services across each region produce challenges for navigating people experiencing homelessness to access consistent services and supports across the county.

Feedback from stakeholders often characterized access to resources as being geographically siloed, with certain regions having critically underdeveloped resources in outreach, shelter, and housing supports. Within regions themselves there are also varying degrees of unity and collaboration around the alignment of housing and homelessness programs to central principles. For example, the Coachella Valley Association of Governments has an active and dedicated homelessness committee that coordinates efforts and provides services across the Coachella Valley in East Riverside County. In other regions like Southwest Riverside County, West Riverside County, or Central Riverside County there is not the same level of coordination or established homeless working groups, often resulting in a more fractured response.

Housing, Homelessness Prevention and Workforce Solutions (HHPWS)

Aligning funders, providers, and public officials in a common vision and approach would begin to rectify some of these dynamics of regionalization. The creation of the Housing, Homelessness Prevention and Workforce Solutions Department (HHPWS) provides an avenue to begin to address this regionalization and fragmentation in approaches, as the HHPWS Department is positioned to develop and uphold community-wide standards.

The primary purpose of the HHPWS Department's Continuum of Care (CoC) Division is to develop and maintain an effective county-wide Continuum of Care. The CoC oversees the community's plan to organize and deliver supportive social services, including housing options, which meet the specific needs of homeless individuals and families. Ultimately, the goal of the CoC is to move homeless people toward stable housing and maximum self-sufficiency.



A consolidated authority allows the region to be able to simultaneously manage emergency response functions, deploy the necessary services and supports for clients, and develop a housing pipeline designed to meet the needs of those experiencing homelessness. Stakeholders have highlighted the consolidated department as a success because it establishes the HHPWS as the regional leader to preventing and ending homelessness. Stakeholders noted that the new consolidated department is helping to align mission and goals with funding and to better maximize efficiencies. Through CoC staff and internal infrastructure, HHPWS has the capacity to influence political will and nimbyism more successfully in the region. Consolidation allows the region to fully integrate equity as a core component of its goals and shape system-wide priorities that are tailored to people experiencing homelessness. A joint entity creates the opportunity to institutionalize processes for customer accountability and ensure the system is centering clients' needs and measuring performance accordingly.

While stakeholders lauded the new consolidated leadership structure of the HHPWS, they also highlighted the need for the department to continue to build its administrative capacity. Feedback around delays in responding to requests for funding, applications, and HUD technical assistance were highlighted as challenges by stakeholders. HHPWS has developed plans to increase staffing, implemented local Technical Assistance workshops for subrecipients, and developed a bi-monthly Staff Report to increase communication. CoC Lead Agencies across the state are challenged with addressing the need for increased administrative capacity. There may be opportunities to further explore addressing this need through advocacy at the state and federal level, while also seeking to diversify funding.

Cross-Sector Alignment

Homelessness represents multi-sector, multi-system failures. Many of the strategies, connections, and services needed to support individuals experiencing homelessness are managed outside of the homeless service system or in geographically separated systems. While the homeless service sector is the main entity focused on providing services to those at-risk of and experiencing homelessness, there are other sectors that people experiencing homelessness access services. Responses from stakeholder interviews and survey responses, reflected cross-sector fragmentation among tangential institutions like Income Support/Employment, Transportation, Education, Healthcare, Mental Health/Behavioral Health, Substance Use Disorder, Criminal Justice, Legal, and Immigration. For example, stakeholders outlined difficulties in coordination among criminal justice, law enforcement, and correctional entities in their alignment with the homeless service sector. Priorities and communication were often misaligned. This highlights the challenges in aligning programs across various sectors with homeless service policy priorities, performance metrics, and customer referral processes. Adjacent systems like Income Support/Employment, Transportation, Education, Healthcare, Mental Health/Behavioral Health, Substance Use Disorder, Criminal Justice, Legal, and Immigration must be more closely tethered to the homeless system response. The core functions of procurement priorities, program goals, deliverables, and timelines should be further aligned according to cross-sector policy priorities.

Data Integration and Management

In our work with the region, we heard from providers and government agencies that data integration and management is underdeveloped and inconsistently applied across the County of Riverside. In a survey sent to regional stakeholders, respondents highlighted challenges and difficulties in data tracking and sharing. Across programs and systems that serve people experiencing homelessness, administrators struggle to effectively access and leverage data.

The effects of siloed and inconsistent client data are significant and impact every actor in the homeless response system, including people experiencing homelessness. For people experiencing homelessness these data challenges lead to repeated intakes, questions that are not trauma informed, and delays in obtaining stable housing. RUHS-BH and the County have recently adopted the VI-SPDAT v. 3.0 which has more a trauma-



informed, less stigmatizing line of questions. Additionally, RUHS-BH staff are trained in a trauma informed approach when working with clients. However, because there are providers and services that operate outside of HMIS and CES, clients still experience challenges related to a siloed system.

This is compounded by the task of having to produce various forms of identification, which are hard to maintain without stable housing. Without a recognized form of identification, service providers are often unable to engage customers in housing and spend time assisting clients obtain documents. This was reflected in some of the challenges of the CES referral workflow, where there are differing views on the roles of providers and CES in obtaining client's documents.

Stakeholders highlighted inconsistent utilization of the Homeless Management Information System (HMIS) across the system, which often contributes to duplicative intake processes and inhibits collaboration and coordination among organizations. Without a shared understanding of a client's background and history, providers often are required to spend time triangulating service history to make more informed decisions about a client's care.

Stakeholders also highlighted that data and data collection are not standardized across systems and providers. Limited data sharing and standardization leads to a system that does not accurately reflect real-time system capacity and resource utilization. A lack of data sharing, specifically around outcomes, prevents system leaders from identifying best practices, efficiencies, and gaps in the system.

The source of funding and the practicality and ease of use of HMIS explain some of the inconsistent utilization of HMIS across the county. Most state and federally funded homeless programs are required to report in HMIS. However, this often not required for homeless service providers who administer programs funded through private or philanthropic dollars. Additionally, CoC's and CES Lead Agencies are challenged with creating an inclusive system but planning dollars to support system costs are not permanently imbedded in funding sources.

Stakeholders also highlighted challenges in real-time data availability, often an effect of an underdeveloped data system. Although the CoC shares data and reports in meetings around waitlists, referrals, and performance, there still is a lack of real-time public and provider facing data or dashboards that shares key components of the homeless system of care. Understanding capacity, utilization, inflow, and outcomes are critical pieces of the success of the homeless response system. Creating real-time public and provider facing data availability requires standardized data collection, improved data sharing, and consistent data entry.

As Riverside County begins to center equity within its homeless response network, there is a growing need for conclusive, disaggregated data to assess entries into homelessness, access to shelter and housing interventions, and entry/exits to permanent destination. Without better data management, the ability to track outcomes and monitor for system equity is limited in scope.

Outside of the homeless response system, there is little to no integration of data with adjacent sectors that serve people at-risk for or experiencing homelessness like Income Support/Employment, Transportation, Education, Healthcare, Mental Health/Behavioral Health, Substance Use Disorder, Criminal Justice, Legal, and Immigration. Moving the homeless serving sectors, which includes sectors outside the typical homeless response network, towards a single unique identifier could significantly improve the customer experience, coordination of services, and potentially, a client's autonomy of their own data.

To transform the systems serving people experiencing homelessness in Riverside County, the processes for collecting data, sharing data, identifying clients, and enabling clients to control their personal information, must be fully digitized. As the homeless data system evolves, it must also be connected as part of a whole system of care.



HMIS and CES

The implementation of the Homeless Management Information System has many challenges in data quality, real-time performance tracking, and widespread implementation. HMIS is intended to capture and report on client, project, and system level information regarding homeless services utilization, performance, and outcomes. The County of Riverside recently transitioned from ClientTrack to Clarity, highlighting the County's initiative to further digitize their system.

The HHPWS Department serves as the HUD Collaborative Applicant and is responsible for administering HMIS for the County of Riverside Continuum of Care and serving as the HMIS Lead Organization. HHPWS has the "responsibility to establish, support and manage HMIS in a manner that will meet HUD's standards for data quality, privacy, security and other requirements for organizations participating in HMIS".

Riverside University Health System Behavioral Health serves as the Coordinated Entry System (HomeConnect) lead. Often in other communities the HMIS lead and CES lead are under the same entity. The separate leadership structure for data management and system coordination could account for the lack of alignment and focus on data integration within CES. To that end, both RUHS – Behavioral Health and HHPWS, have regular coordinated calls with the County's HMIS Vendor to further align efforts and strategies. An example of this is seen through the current transition of HMIS to a new vendor. While the County of Riverside still has not fully implemented coordinated entry processes into HMIS, both Lead Agencies have successfully implemented Phase I of the program enrollment data migration and are finalizing Phase II of the CES system implementation. Phase II is perhaps the most promising of both phases because it creates a permanent and efficient platform in which specialized assessments for subpopulations such as individuals, families, and transitional age youth, will be accessible in HMIS. The integration of CES into HMIS will allow for housing connections to be directly facilitated through the system which will further increase efficiency and management of a client's progress towards permanent housing. Current processes within the Coordinated Entry Process are manually administered, meaning referral pdfs are sent via email to providers and waitlists are documented on excel spreadsheets. RUHS-BH manages a hotline 24/7, however this data is not integrated with HMIS. While the current CES is rudimentary, it still serves as a functioning system that will improve as it is further integrates with the HMIS system.

However, scattered responsibility for data collection still inhibits the region's ability to improve data quality and leverage data to inform priorities and policymaking. It is important to consider consolidating all the core functions of the homeless services system to appropriately identify and scale solutions, target resources based on emergent needs, and leverage funding.

Service Provider Capacity

A more thorough regional analysis of the service provider capacity needs to be conducted based on current program performance and regional gaps in services. Stakeholders consistently highlighted inequitable distribution of services across the County. This was attributed in part to certain localities not funding homeless or housing solutions in their cities due to the fear it would increase the homeless population. This dynamic, paired with the increases in people experiencing homelessness has led to underdeveloped provider networks and system capacity, placing an inequitable burden on those cities who had invested in such programs or provider networks. The CoC has historically not allocated enough funding to build capacity in portions of the county that have less service capacity. Stakeholders noted that it is important to build the capacity of providers to serve targeted populations. The CoC can expand capacity building mechanisms to strengthen the homeless response networks in regions with deficiencies. Respondents also outlined the lack of on-going funding to help support programs in the form of technical assistance and training.



Stakeholders highlighted staffing challenges among service providers consistent with staffing challenges in neighboring CoC's. Staff recruitment and retention challenges underline the need for the region to continue to build service provider capacity that supports staff and attracts new talent. Services staffed by inexperienced providers whose tenure is frequently very brief, often results in inconsistent quality of care for people experiencing homelessness. Frontline staff have also expressed that the shortage of affordable housing makes it hard for them to do their jobs well, as it strains their relationships with their clients, and thus increases staff burnout.

Funding

When it comes to funding, stakeholders highlighted the need to diversify funding opportunities, leverage infrastructure that is already built, assess system and provider performance, and fill regional deficiencies of infrastructure or services. The CoC needs to continue to invest in places that are making movement in developing their regional capacity and infrastructure, while still balancing and building capacity across the region.

It has been highlighted that the policies and application scoring tools used to award funding do not show that the CoC consistently prioritizes the projects that are most likely to be effective or fill gaps in regional capacity. Instead, policies and scoring tools favor renewal projects over new projects, even if the new projects show significant potential or past projects are less successful.

Equitably Address the Health, Safety, and Services Needs of People Experiencing Unsheltered Homelessness

As outlined above, there are differing regional approaches to outreach and engagement to people experiencing unsheltered homelessness within the County of Riverside. In feedback with key stakeholders, this was reflected in the range of perceptions of the overall effectiveness of outreach and engagement throughout the region.

Stakeholders consistently highlighted that people experiencing homelessness have a far more positive and effective relationship with homeless street outreach teams and mental health crisis intervention teams than with law enforcement, underlining the need to further invest in these resources. In conversations with key stakeholders, they highlighted perceptions of differing regional outreach and engagement approaches across the region, from a more enforcement approach in Southwest Riverside County to a more engagement approach in West Riverside County and the Coachella Valley. Stakeholders often attributed this to a region's understanding and implementation of housing first principles and to local political climates. Conversations with officials from Southwest Riverside County outlined the shortage of outreach and engagement services in the region but reflected a direction towards housing first. The lack of behavioral and mental health services, and shortages of outreach programs, often results in law enforcement responding to homeless related crises.

Stakeholders highlighted various challenges for people experiencing unsheltered homelessness. Firstly, the lack of sufficient low-barrier shelter options across the County. In certain regions of the County there are underdeveloped shelter response systems often resulting in the misalignment of core homeless outreach duties like shelter service connection to law enforcement. This dynamic often places an inequitable burden on communities who already have shelters in their communities. Secondly, outreach service capacity needs to be expanded across the County to cities that are currently under resourced. While services need to be expanded, this also calls for the need to develop more uniform standards and operating procedures for outreach and engagement across the County, that shift the responsibilities currently held by law enforcement in certain cities to homeless street outreach teams and mental health response teams. Shifting the entity responding to homeless related issues would be a first step to decriminalize the response to homelessness. The complexities of outreach



and engagement often come to a point when responding to encampments, which vary from region to region, encampment to encampment. Stakeholders mentioned there is not a unified approach or policy to mitigating or addressing encampments.

Additionally, accessing services can be difficult for people experiencing unsheltered homelessness, as shelter programs in various parts of the county often require a referral from an organization. The HMIS Administrators Council and CES Oversight Committee have adopted a hybrid “No wrong door approach. Based on the stated procedures of the current system, a homeless individual or family can present at any homeless housing and service provider in the geographic area or by accessing a mobile hotline. The CES Lead Agency also highlighted that they have trained Navigators to assist those presenting at any access point within the geographic area. However, despite these systems and processes in place, stakeholders repeatedly highlighted in interviews the challenges in accessing shelter beds. Keeping staff informed and trained on access to various programs can be difficult given the regionalization, high turnover among frontline staff, and changes in the processes. However, this lack of consistent and clear flow on how to access the services of the system puts the burden of navigating shelter and housing programs on individuals experiencing homelessness.

Similarly, stakeholders highlighted the need to streamline connection to other vital services, including but not limited to nutrition assistance, hygiene assistance, substance abuse care, transportation assistance, identification support, income, and benefits support.

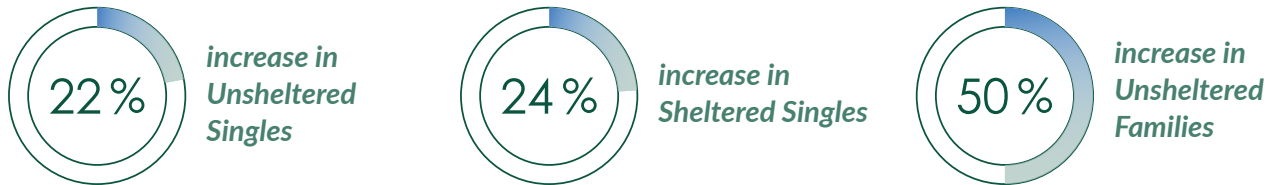
However, despite all the challenges reflected above for people experiencing unsheltered homelessness, when clients are connected to homeless street outreach services, Riverside’s percent of successful outcomes is in alignment or exceeds neighboring CoC’s.

| Percent with Successful Street Outreach Outcomes | | | |
|--|------------|------------|------------|
| | 2015 | 2017 | 2019 |
| Los Angeles | 78% | 18% | 10% |
| San Diego | 39% | 30% | 22% |
| Riverside | 69% | 19% | 29% |
| San Bernardino | 54% | 35% | 16% |
| Average | 60% | 26% | 19% |



Expand Communities Capacity to Provide Safe and Effective Sheltering and Interim Housing

In interviews and surveys with stakeholders there was a consensus that there were not enough beds year-round in the system to provide adequate temporary shelter or interim housing to people experiencing unsheltered homelessness. This was supported by data reflected in the Housing Inventory County and HMIS. The following data reflects a change in the PIT Count for 2018-2020 which outlines the increase in unsheltered homelessness.



The shelter and interim housing options that are available were reported as being inaccessible and hard to navigate for people experiencing homelessness. In addition to the system inaccessibility described above, other stakeholders described the inaccessibility in the policies of shelters themselves that place additional barriers on people experiencing homelessness like no accommodations for couples, no pets allowed, or curfews.

The figure below describes the Housing Inventory Count for Emergency Shelter over 2017-2019. A modest increase, not proportional to the increase in unsheltered homelessness described above.

| Housing Inventory Count | | | | | |
|-------------------------|----------------|--------------------|--------------------|-----------------------|------------------|
| Year | Family ES Beds | Adult Only ES Beds | Child Only ES Beds | Total Year-Round Beds | Seasonal ES Beds |
| 2017 | 193 | 384 | 37 | 614 | 65 |
| 2018 | 210 | 355 | 37 | 602 | 65 |
| 2019 | 334 | 399 | 37 | 770 | 65 |

The COVID-19 pandemic brought new challenges to the region's shelter response. However, despite these challenges, stakeholders highlighted some successes that they hope to continue after the pandemic. The region was able to leverage state-level resources like Project Roomkey and Project Homekey to secure hotel and motel rooms for vulnerable people experiencing homelessness. Providers noted that there was an increase in the capacity of low barrier non-congregate shelter options for people experiencing homelessness. Stakeholders also highlighted the collaboration and problem solving that happened among various agencies to get those most vulnerable into shelter. Other resources like Section 8 vouchers were also leveraged as creative solutions to permanent housing. Lastly, stakeholders highlighted the increased sense of urgency among different agencies in getting people off the streets and into shelter or housing.

Another measure of system performance is the percentage of people who exit to permanent housing. Exits from emergency shelter should ideally happen within 60 days. In 2020, 2,504 individuals and 504 families were served in the emergency shelter system. The emergency shelter system placed 371 singles and 297 families in permanent housing. Of those 10% and 6% respectively were placed in permanent housing in less than 60 days. Although these numbers are commendable, as the chart below shows, the overall rates of exit to permanent housing for emergency shelter and street outreach are low for singles and for families.

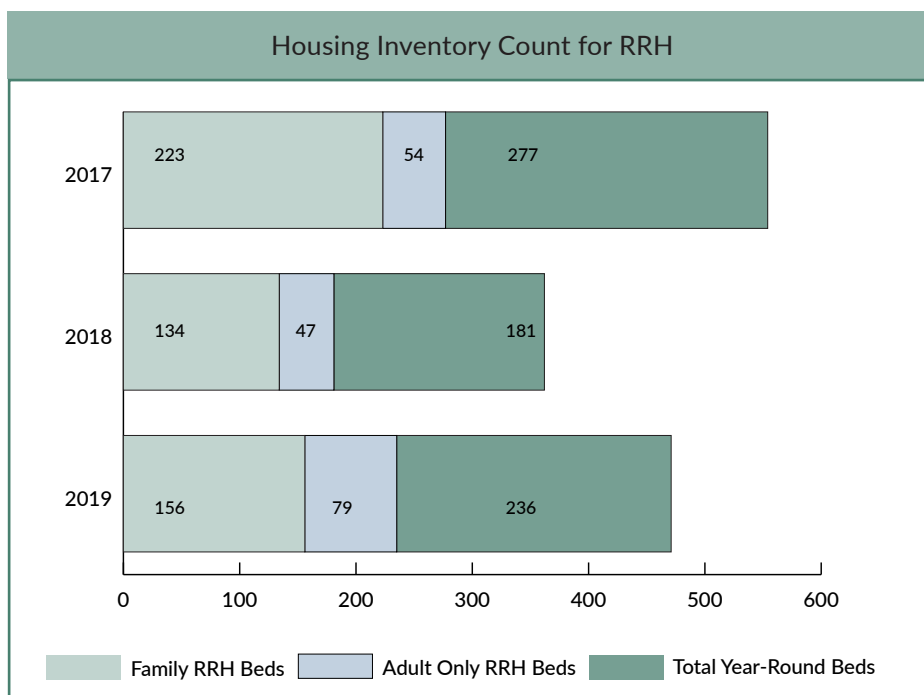
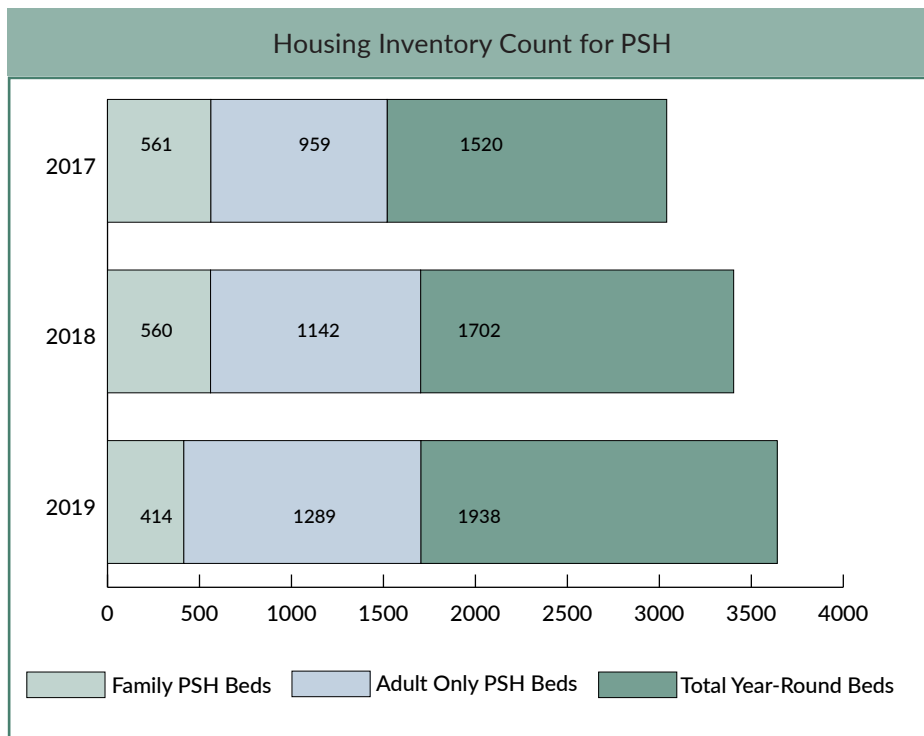
| Exits to Permanent Housing | |
|-----------------------------|------|
| Emergency Shelter | |
| Singles | 17% |
| Families | 47% |
| Street Outreach | |
| Singles | 13% |
| Families | 29% |
| Transitional Housing | |
| Singles | 81% |
| Families | 100% |



Expand and Ensure Equitable Access to Permanent Housing in Our Communities

Homeless Housing Inventory

The Housing Inventory Count for PSH reflects an increase in the number of total year-round beds, while the RRH inventory count reflects a decrease. The scale of both interventions is not adequate to meet the need for PSH or RRH in the County of Riverside.



Housing Exits

The rates of exit to permanent housing for rapid rehousing, transitional housing and permanent supportive housing are congruent with best practices for families and are close to best practice goals for individuals. These exit rates are an opportunity for the CoC to develop strategies and reporting to help bolster and improve the housing focus of the system.

| Exits to Permanent Housing | |
|------------------------------|-----|
| Rapid Rehousing | |
| Singles | 70% |
| Families | 92% |
| Permanent Supportive Housing | |
| Singles | 61% |
| Families | 90% |

HUD publishes data from all Continua of Care in the United States that shows their status against seven system performance measures¹. A comparison of that data from neighboring Continua of Care shows that Riverside has historically produced exits to permanent housing at rates above what was reported in 2020 and at rates that are generally comparable to Continua of Care that border Riverside.

| Percent with Successful ES, TH, SH, PH-RRH Exits | | | |
|--|------------|------------|------------|
| | 2015 | 2017 | 2019 |
| Los Angeles | 35% | 44% | 35% |
| San Diego | 42% | 43% | 42% |
| Riverside | 36% | 44% | 34% |
| San Bernardino | 38% | 57% | 58% |
| Average | 38% | 47% | 42% |

¹ <https://www.hudexchange.info/programs/coc/system-performance-measures/#data>



Coordinated Entry System

As highlighted above, providers have expressed concerns with the Coordinated Entry System process. A plurality of the respondents to the survey stated that the prioritization and matching process for housing was challenging and somewhat ineffective. Service providers have outlined that the assessment tool often does not accurately capture the vulnerabilities of people experiencing homelessness because of the self-reported nature of the tool. Additionally, providers highlighted certain race and gender biases ingrained in the VI-SPDAT assessment tool that could potentially lead to inequitable outcomes. Because program and performance data are limited, further analysis needs to be conducted when data becomes available. The low-tech process of matching and referrals was characterized as being prone to delays. To continue to increase the efficiency of the coordinated entry process, the CoC should keep tracking how long it takes to locate individuals after they have been matched with a service provider, and whether locating individuals is causing delays. According to data provided by RUHS-BH, it currently takes a housing provider 2.5 days to make contact with a client after a referral is provided to a housing provider. This number highlights a successful process in place. If this trend in data changes, and an excessive delay begins to arise, then the CoC should consider implementing processes such as deploying existing street outreach teams or a dedicated location team to find these individuals when appropriate housing and services becomes available.

Subpopulations

Stakeholders highlighted various subpopulations of people experiencing homelessness that had insufficient resources or services available to them in Riverside County. The most common responses were Chronically Homeless, Individuals with Mental Illness, Individuals with Substance Use Disorders, Seniors/Older Adults, and Transition Aged Youth (TAY). This highlights the need for increased services related to behavioral/mental health, substance use disorder, transition aged youth, and permanent supportive housing.

The charts below show the Point in Time count, the total number of unique households served and in which programs they participated for calendar 2017 through 2020. The Point in Time count reports for 2017 and 2018 did not report on sheltered numbers for all subpopulations show below. In those cases, numbers are not included.

Chronically Homeless

A household is considered chronically homeless if that individual, or head of household has a disabling condition and has either:

- Experienced homelessness for longer than a year, during which time the individual may have lived in a shelter, Safe Haven, or a place not meant for human habitation.
- Or experienced homelessness four or more times in the last three years.

| Chronically Homeless | | | | | | |
|----------------------|---------------|-----------------|-----------|----------|-----------------|----------|
| Year | PIT Sheltered | PIT Unsheltered | PIT Total | % Change | Served Annually | % Change |
| 2017 | 77 | 341 | 418 | | 786 | |
| 2018 | 77 | 387 | 464 | 11% | 1633 | 108% |
| 2019 | 77 | 727 | 804 | 73% | 1894 | 16% |
| 2020 | 129 | 519 | 648 | -19% | 1917 | 1% |



| Number of Chronically Homeless Individuals in: | | | | | | |
|--|------------------------------|-----------------|----------------------|-------------------|------------|-----------------|
| Year | Permanent Supportive Housing | Rapid Rehousing | Transitional Housing | Emergency Shelter | Prevention | Street Outreach |
| 2017 | 557 | 25 | 6 | 88 | 0 | 126 |
| 2018 | 732 | 75 | 8 | 168 | 0 | 514 |
| 2019 | 712 | 83 | 5 | 710 | 2 | 702 |
| 2020 | 565 | 81 | 3 | 661 | 2 | 566 |

The overall increase in Chronically Homeless Households (CH) is an indication that the homeless population in Riverside is not moving through the system to housing. The increase in CH in the PIT in 2019 lends credence to the argument that increasing the number of volunteers in 2019 led to better and more comprehensive counts. However, the increase in persons served annually also indicates that the CH population in Riverside is growing. Placements of CH households in permanent housing seem to be relatively stagnant while their presence in emergency shelter and street outreach has increased. This points to an opportunity to look at resources for this high-needs population to see if there are ways to better structure engagement and housing to reduce the unhoused portion of this population.

Families with Children

The number of Families with Children served annually has increased year over year from 2017-2020. Because of the lack of sheltered data for this subpopulation in the 2017 and 2018 PIT counts it is difficult to draw conclusions about growth in the PIT population. Efforts to house this population have been successful in recent years. It is also clear that this population has been a strong focus of prevention efforts.

| Families with Children | | | | | | |
|------------------------|---------------|-----------------|-----------|----------|-----------------|----------|
| Year | PIT Sheltered | PIT Unsheltered | PIT Total | % Change | Served Annually | % Change |
| 2017 | | | 3 | | 685 | |
| 2018 | | 4 | | | 752 | 14% |
| 2019 | 77 | 5 | 82 | | 1031 | 37% |
| 2020 | 64 | 6 | 70 | -14% | 1212 | 17% |

| Number of Families with Children in: | | | | | | |
|--------------------------------------|------------------------------|-----------------|----------------------|-------------------|------------|-----------------|
| Year | Permanent Supportive Housing | Rapid Rehousing | Transitional Housing | Emergency Shelter | Prevention | Street Outreach |
| 2017 | 124 | 220 | 114 | 177 | 54 | 86 |
| 2018 | 104 | 132 | 16 | 345 | 92 | 74 |
| 2019 | 103 | 414 | 2 | 290 | 226 | 40 |
| 2020 | 93 | 570 | 1 | 240 | 267 | 18 |



Youth

The Point In Time count for 2020 showed a total of 326 unaccompanied youth, defined as individuals up to the age of 24, experiencing homelessness. The table below shows those numbers for the past four years.

| Youth | | | | | | |
|-------|---------------|-----------------|-----------|----------|-----------------|----------|
| Year | PIT Sheltered | PIT Unsheltered | PIT Total | % Change | Served Annually | % Change |
| 2017 | 86 | 193 | 279 | | 502 | |
| 2018 | 81 | 181 | 262 | -6% | 469 | -7% |
| 2019 | 87 | 198 | 285 | 9% | 384 | -18% |
| 2020 | 70 | 256 | 326 | 14% | 254 | -33% |

| Number of Youth in: | | | | | | |
|---------------------|-------------------|-----------------|----------------------|-------------------|------------|-----------------|
| Year | Permanent Housing | Rapid Rehousing | Transitional Housing | Emergency Shelter | Prevention | Street Outreach |
| 2017 | 0 | 0 | 0 | 487 | 0 | 8 |
| 2018 | 0 | 0 | 0 | 459 | 0 | 7 |
| 2019 | 0 | 1 | 0 | 377 | 0 | 13 |
| 2020 | 0 | 1 | 0 | 247 | 0 | 4 |

It is interesting to note that the number of youth served in emergency shelter, street outreach and overall has decreased since 2017. At the same time, the overall PIT for youth increased by 14% from 2019 and by 17% from 2017. The unsheltered PIT for this population climbed by 29% from 2019 and 33% from 2017. There appears to be a disconnect between the decreases in program participation and the increases in PIT. The County of Riverside recently hired a Homeless Youth Coordinator that should be tasked with further understanding the apparent disconnect between the numbers.

Veterans

In 2017, the County of Riverside announced that it had reached functional zero for veteran's homelessness. In this case, functional zero means that the number of veterans entering homelessness is less than or equal to the number of homeless veterans who are housed. The Point In Time count for 2020 showed a total of 162 veterans experiencing homelessness. Annual data for all projects entering information in the HMIS shows that 1,121 individuals served claimed status as a veteran. The table below shows those numbers for the past four years.

| Veterans | | | | | | |
|----------|---------------|-----------------|-----------|----------|-----------------|----------|
| Year | PIT Sheltered | PIT Unsheltered | PIT Total | % Change | Served Annually | % Change |
| 2017 | 57 | 91 | 148 | | 1,163 | |
| 2018 | 37 | 99 | 136 | -8% | 1,156 | -.06% |
| 2019 | 56 | 107 | 163 | 20% | 1,107 | -4.4% |
| 2020 | 50 | 112 | 162 | -0.6% | 1,121 | 1.2% |



| Number of Veterans in: | | | | | | |
|------------------------|-------------------|-----------------|----------------------|-------------------|------------|-----------------|
| Year | Permanent Housing | Rapid Rehousing | Transitional Housing | Emergency Shelter | Prevention | Street Outreach |
| 2017 | 605 | 275 | 76 | 215 | 65 | 102 |
| 2018 | 670 | 194 | 84 | 216 | 66 | 84 |
| 2019 | 519 | 189 | 73 | 269 | 49 | 122 |
| 2020 | 466 | 162 | 50 | 252 | 53 | 105 |

Older Adults

The Point In Time count for 2020 showed a total of 200 older adults, defined as age 62 or older, experiencing homelessness. Annual data for all projects entering information in the HMIS shows that 1,282, individuals served met that definition.

| Older Adult PIT and Annual Served | | | | | | |
|-----------------------------------|---------------|-----------------|-----------|----------|-----------------|----------|
| Year | PIT Sheltered | PIT Unsheltered | PIT Total | % Change | Served Annually | % Change |
| 2017 | | 123 | | | 747 | |
| 2018 | | 145 | | | 828 | 11% |
| 2019 | 67 | 129 | 196 | | 1002 | 21% |
| 2020 | 80 | 120 | 200 | 2% | 1282 | 28% |

| Number of Older Adults in: | | | | | | |
|----------------------------|-------------------|-----------------|----------------------|-------------------|------------|-----------------|
| Year | Permanent Housing | Rapid Rehousing | Transitional Housing | Emergency Shelter | Prevention | Street Outreach |
| 2017 | 202 | 65 | 24 | 246 | 12 | 235 |
| 2018 | 246 | 56 | 31 | 275 | 25 | 225 |
| 2019 | 241 | 60 | 21 | 416 | 46 | 190 |
| 2020 | 256 | 61 | 16 | 596 | 57 | 142 |

Housing Choice Voucher

The majority of stakeholders reported that Housing Choice Vouchers are largely inaccessible to all people experiencing homelessness as long waitlists do not allow for it to be considered as a more immediate housing resource. The County's Housing Authority Division has for many years provided vouchers for special populations experiencing homelessness which includes veterans and their families and seniors. Its' investment in securing additional vouchers to further serve homeless populations provide the opportunity to more effectively support direct homeless referrals from behavioral health, child welfare and other medical insurance partners. While the most recent award of 347 Emergency Housing Vouchers through ARPA provide a more specific opportunity for the County's Housing Authority Division to partner with CoC and support direct referrals through CES, the need for more vouchers and housing units to ensure successful use of rental assistance are needed to meet the immediate housing needs. Once clients are connected to vouchers, stakeholders reflected a strong landlord bias against voucher and subsidy holders, despite state protections for voucher holders.



Landlord Outreach, Engagement, and Retention

In interviews and survey responses, stakeholders highlighted a lack of coordination among homeless service providers, housing authorities, and other homeless serving entities. around landlord outreach, engagement, and retention. Because tenant-based programs like Housing Choice Vouchers and Rapid Rehousing involve finding a unit in the private market, it often requires that homeless service providers build up individual networks of partnering landlords or property management companies, or for clients to find units themselves. This dynamic often leads to competition among providers, resulting in varying quality of housing available to clients from program to program based on the relative success of a program's housing location team. Stakeholders highlighted that the following incentives and supports are being provided to landlords in a piecemeal, program by program approach: Landlords Incentive Payments, Contingency Landlord Assurance Funds, Security Deposit Assistance, Mediation Services, Apartment Listing Services, Customer Support Services. There currently is a not a centralized or coordinated approach to landlord outreach, engagement, or retention that secures units dedicated to people experiencing homelessness. The County's Housing Authority Division reports recently launching its Landlord Incentive Program to expand existing and new relationships with property managers and landlords that could begin to address the disconnected approach to landlord engagement, outreach, and retention in the region. Additionally, there are a variety of different types of staff, outside of dedicated Housing Specialists and Housing Locators, that are engaging in housing and landlord outreach, many of whom are not trained specifically for this type of service. A majority of respondents to the survey reported that the region's approach to increasing housing units available to people experiencing homelessness is ineffective and insufficient to meet the current housing need of people experiencing homelessness.

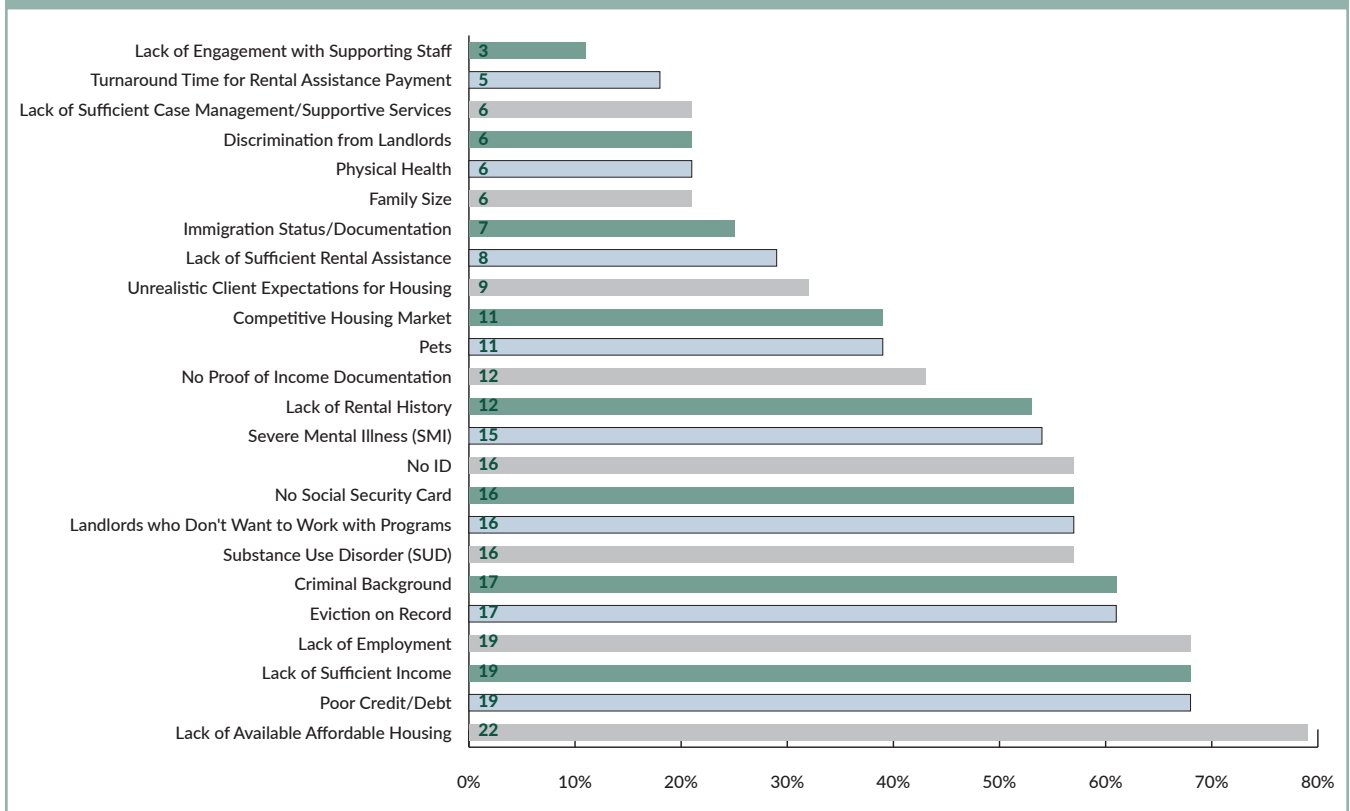
Flex Funds/Move-In Assistance

Stakeholders also highlighted the inconsistent availability of financial supports to support move-in costs. Often providers must use a myriad of creative ways to fund move-in costs such as application fees, security deposits, short term rental assistance and arrears, short-term utility deposit and arrears, family/friend incentives, move-in items, moving fees, reunification fees. These move-in costs represent significant barriers to individuals and families both inside and outside the homeless service sector. Service providers attempt to leverage a multitude of various funding sources to cover a wide variety of costs, but there is not consistent, reliable central entity that offers flexible funds that uniformly covers these costs. As these costs to entry rise for low income and people experiencing homelessness, the commensurate need for flexible funds will also increase.

Barriers to Obtaining Housing

Even after connecting to services in the homeless response system, there are still significant barriers for people experiencing homelessness to obtain housing. The overwhelming number of responses from stakeholders highlighted the lack of affordable housing as a key barrier. Other barriers to people experiencing homelessness to obtain housing pertain to items typically asked on rental applications in the private rental market like: Credit, Income, Employment, Documentation, Criminal Background, Evictions. Severe Mental Illness and Substance Use Disorders were also highlighted as barriers to obtaining housing. These responses from stakeholders highlight the need for more programs and supports to address these barriers through programs, outreach, and advocacy.

Main Barriers for People Experiencing Homelessness to Obtain Housing

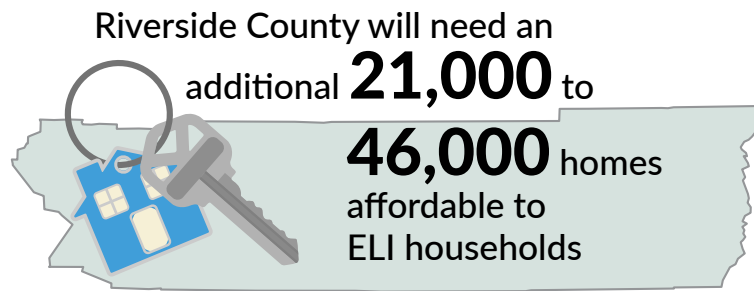


Housing Needs Assessment

The shortage of affordable housing is a core driver of the state and the County of Riverside's homelessness crisis. The impact of this shortage is reflected by challenges of people experiencing homelessness to obtain housing. Across the country, people experiencing homelessness have outlined that their primary goal is to secure stable housing. However, because of the shortage of housing, people experiencing homelessness sometimes spend months or longer on waitlists which exacerbate their social and economic instability and physical and behavioral health conditions. Research has shown that the increased instability that people experience while waiting for housing directly undermines their ability to achieve long-term stabilization and leads to an increased utilization of services.

A major step in solving homelessness is ensuring that every extremely low-income (ELI) household has access to a home they can afford. An affordable home is assumed to be one that rents for 30% of a household's income. Currently in Riverside County, there is a gap of roughly 38,000 homes affordable to ELI households, those earning 30% or less of Area Median Income (AMI), the group most at risk of homelessness. According to two methods of analysis, Riverside County will need an additional 21,000 to 46,000 homes affordable to ELI households. The range is contingent on whether the entire Southern California region meets its overall housing needs. If the entire SCAG region produces enough affordable housing, Riverside County's ELI housing need is about 21,000 homes; if the SCAG region does not produce the additional affordable housing needed, Riverside County's ELI housing need is about 46,000 homes. The method to reach 46,000 units is based on estimates of affordable unit shortfalls that adds units to address overcrowding and healthy vacancy rate.





The RHNA estimate of 21,000 is primarily a production goal, meaning it represents the number of homes that must be built. This goal can only be met primarily by producing new homes or converting existing buildings—such as motels, offices, or commercial buildings—into housing. Each locality’s RHNA is based on a number given to each region from the state, and then distributed across the region by SCAG. The need of about 46,000 additional homes affordable to ELI households does not need to be met by new construction of ELI-affordable units alone. It can be met in a variety of ways, including new construction, maintaining affordability, and reducing cost of housing.

When estimating cost, an analysis of the overall cost of developing 21,000 to 46,000 new homes will need to be included which includes the cost of developing PSH and the cost of subsidy for other homeless programs like RRH.

Furthermore, while most ELI households are severely rent burdened, spending more than half their income on housing, a smaller share are less burdened, spending between 30% and 50% of their income on rent. For that severely rent burdened group, a substantial subsidy would be needed to give access to housing that is affordable. However, for the smaller rent burdened group, a shallow subsidy, about \$220/month, is needed. Therefore, cost estimates can be made that separate out the shallow subsidy and deep subsidy.

Housing Access and Mobility

The vast majority of stakeholders who responded to the survey reported that not all cities within the County of Riverside are accessible for people experiencing homelessness to obtain housing. Cities like Temecula, Murrieta, Palm Springs, Palm Desert, La Quinta, Hemet, San Jacinto, Riverside, Corona, Jurupa Valley, Blythe, Menifee, Wildomar, Perris, Canyon Lake were highlighted as being inaccessible to low-income households trying to obtain housing. These cities are often characterized as high-income cities. Similarly, the majority of responses highlighted cities that were characterized as having high social determinants of health were inaccessible for people experiencing homelessness. Cities with high social determinants of health have access to quality employment, education, healthcare, transportation, supermarkets, housing, green spaces, clean air and water, public safety, etc. After obtaining housing, some respondents highlighted that there were challenges in integrating formerly homeless individuals and families in their community.

Currently most CoC’s do not track or analyze the ZIP code of housing placements in Permanent Supportive Housing, Rapid Rehousing, Housing Choice Voucher (Section 8), or other types of housing interventions. By not disaggregating data at a granular geographic level, like ZIP code, the CoC is unable to analyze larger trends around race equity, concentration of poverty, and social determinants of health. By disaggregating data, the CoC can then make informed policy or programmatic design modifications to ensure that neighborhoods with high social determinants of health are accessible to people experiencing homelessness, and that the outcomes of the homeless response system do not perpetuate residential segregation or the concentration of poverty, but instead are centered on equity, access, and mobility. Changes to policy like revised payment standards or shallow subsidies can be used to not only meet the regional housing need, but also improve system equity.

Approaches to Case Management

A majority of the major homeless service providers in the region implement a Housing First Approach. Housing First is nationally recognized, evidence-based approach that views housing as the first step to addressing homelessness with supportive services provided, as needed. Programs and projects that use a Housing First approach connect people experiencing homelessness to safe, secure, and permanent housing without any preconditions or barriers to entry as quickly as possible. Once in a home, individuals and families who need additional support are offered flexible and voluntary services focused on housing stabilization and improved quality of life. All HUD and state-level funded programs need to demonstrate a Housing First Approach.

Other best practices in case management being utilized in the County of Riverside include Harm Reduction, Motivational Interviewing, Trauma-Informed Care, Critical Time Intervention, Assertive Community Treatment, Nonviolent Crisis Intervention, Peer Supports, and Strength Based Case Management. Stakeholders have highlighted improvements being made in the approach towards a more whole person care, strengths-based approach in certain regions of the County.

During interviews, stakeholders mentioned another approach to case management in in Southwest Riverside County that is not aligned with Housing First called Responsible Compassion that categorizes homelessness in four types.

1. Those who want and will accept a hand up to regain self-sufficiency.
2. Those who may be suffering from mental illness, post-traumatic stress disorder, or other conditions that inhibit reasoning skills.
3. Those who refuse help, and choose to live outdoors, while observing the law
4. Those who refuse help, make a conscious choice to be homeless, and may be engaging in illegal activity (generally associated with theft, public intoxication, trespassing, aggressive panhandling, and vandalism)

These differing approaches reflect the challenges of regionalization outlined above.

Prevent People from Experiencing the Crisis of Homelessness

To achieve Functional Zero, a homeless and supportive housing system needs to be placing as many people in permanent housing as are entering the system each year. In other words, the goal of a high performing system should be to reduce the inflow to a point where it is equal to or less than the outflow. As the chart below shows, over the past four year, the Riverside system has had a net gain of persons in the homelessness system. Addressing this imbalance will require a strong housing focus, continued efforts in prevention and the addition of sufficient housing units to meet demand.

| System Inflow and Exits | | | |
|-------------------------|-------------------|----------------------------|---------------|
| Year | 1st Time Homeless | Exits to Permanent Housing | Net Gain/Loss |
| 2017 | 2961 | 1806 | 1155 |
| 2018 | 3416 | 1572 | 1844 |
| 2019 | 4567 | 1637 | 2930 |
| 2020 | 4422 | 2127 | 2295 |



Institutions/Discharge Planning

There was consensus in responses to the survey in the need to improve discharge planning from regional institutions for people experiencing homelessness. Respondents regularly highlighted that many of these institutions were ineffective in their discharge planning for people experiencing homelessness or who were at-risk of homelessness. This included institutions like Health Care, Mental Health, Substance Use Disorder, Criminal Justice/Correctional, Child Welfare/Foster Care, and Juvenile Justice.

Similarly, social support institutions like Medical, Mental Health, Substance Use Disorder, Criminal Justice/Correctional, Child Welfare/Foster Care, Juvenile Justice, Education Schools, Immigration Services, Employment Services could all improve their efforts to identify people at risk for homelessness and rapidly connect them to services before entering homelessness. Respondents highlighted that support networks in Veteran Services and Disaster Relief were successful at identifying people at-risk for homelessness and quickly connecting them to resources.

While prevention and diversion program performance has been successful, stakeholders also highlighted that these programs in the region could be expanded and made more readily accessible to those facing housing instability. Similarly, stakeholders noted that resources and programs that assist those at-risk of entering homelessness when faced with eviction, displacement, or housing discrimination could be improved and made more radically accessible. Stakeholders described that the homeless response system is often ineffective at preventing people from reentering into homelessness, underlining the need for more tracking around reentry and longer term supports.

System Entry

Another way to view system performance is to look at where people enter the system from. Ideally, the system would house everyone who enters it, which would mean that anyone entering the emergency shelter and prevention systems would be experiencing homelessness for the first time.

Because different sub-populations and demographic groups access the system differently, when combined with other barrier to access, uneven outcomes across demographic groups can result.

Entries to the Emergency Shelter System

In 2020 the majority of singles and families, 64%, who entered the emergency shelter system in Riverside County were already in the homeless system; meaning that they were not newly homeless but instead were continuing to experience homelessness. Given the challenges of COVID and the lack of affordable housing, this outcome is not surprising, nor is it uncommon, but is none the less an opportunity for system leaders to look at the structure of the system to find ways to decrease this percentage. An effective housing resolution system should strive to have the capacity to house people at a rate higher than the rate of entry to emergency shelter services.

Another 12% of the singles who entered the system did so from institutional settings. These settings could be jails, hospital, or treatment facilities. Although the percentage is low, this added 301 people to the emergency shelter system. This could point to the need to increase discharge planning and coordination so that these individuals exit to more supportive destinations.



Entries to Prevention Programs

Prevention programs should be designed to identify households at risk of homelessness and help them to stay housed thereby reducing the flow of homeless households into the system. Therefore, the vast majority of system entries should be from households who are housed. In 2020 the prevention programs in Riverside County enrolled 191 households consisting of 318 people. Of those enrolled, 66% of the singles and 82% of families were housed in unsubsidized housing. Another 19% of singles and 3% of families were housed in subsidized housing. The prevention programs appear to be targeting clients appropriately. Of the 318 persons enrolled in 2020, 95 officially exited the program. Of those exits, 94 exited to permanent housing and one exited to homelessness. Overall, the implementation of the program appears to have been a successful in 2020. A consideration for the system is whether the total served could be expanded in coming years. Such an expansion could help to take pressure off the system by helping people to maintain their housing. This might be of particular importance when rent relief and eviction programs end due to the COVID-19 pandemic.

Economic Instability

Stakeholders often linked the economic instability that drives housing instability. When clients obtain housing, they often need supports to meet their basic financial needs and to gain stable employment. Those supports are essential for homelessness prevention and for eliminating bounce back when individuals return to homelessness after “exiting” the system. Respondents highlighted that the system does not account for this and should begin to prioritize not only permanent housing development, but also economic mobility supports and programs for wealth or asset creation that are often buffers to homelessness.

Race Equity

As national research has highlighted, homelessness does not affect all racial and ethnic groups equally, Black and Native Americans are dramatically more likely to become homeless than their White counterparts, and they face unique barriers to exiting homelessness once connected to the homeless response system. As national research underlines, homelessness reflects the failure of social systems to serve people of all racial and ethnic groups equitably in housing, education, employment, wealth accumulation, healthcare, and justice.

HHPWS’s Racial Disparity Report highlights similar trends of disparities in Riverside County. When comparing both the total population and the total number of individuals experiencing homelessness in the County of Riverside, Multi-race, Black/African American, American Indian and Alaskan Native, and Native Hawaiian or Pacific Islander make up a higher percentage of the homeless population compared to the same group’s contribution to the total population. Black/African American individuals account for only 7% of the county’s general population, but account for 18% of individuals experiencing homelessness. In contrast, the total percentage of individuals experiencing homelessness in the two majority groups, Hispanic/Latinx and Non-Hispanic White, was lower than their composition of the total population of the County of Riverside.

The report also highlighted that White individuals experienced homelessness at a lower rate compared to other groups and utilized emergency shelter resources more frequently than other racial and ethnic populations. This trend persists when examining the percentage of White homeless individuals accessing permanent supportive housing programs. While white individuals make up 32% of the homeless population, they represent 42% of total individuals accessing permanent supportive housing services in the County of Riverside.

Further analysis of data on access to shelter, permanent supportive housing, coordinated entry, and exits to permanent destination is needed to create a more accurate picture of racial disparities in Riverside County.



Supportive Service Networks

Overall, respondents to the survey outlined the majority of the supportive service networks could be improved to meet the needs of people experience homelessness. The nutrition and food supportive service network were most acclaimed as a majority of the responses felt that those services were effective in supporting the needs of people experiencing homelessness. Respondents highlighted that the following sectors could be improved were Income Support/Employment, Transportation, Education, Healthcare, Mental Health/Behavioral Health, Substance Use Disorder, Criminal Justice, Legal, and Immigration.

Mental Health/Behavioral Health/Substance Use Services

Stakeholders reported an under resourced Mental and Behavioral Health crisis response network. This places a burden on the law enforcement response to address these concerns with a team that are not mental health providers and are not best suited for service connection or crisis intervention. Riverside University Health System – Behavioral Health has three crisis-type teams to help address mental health/behavioral health and substance use needs. These crisis-type teams are known as Mobile Crisis Management Team (MCMT), Mobile Crisis Response Team (MCRT), and Community Behavioral Health Assessment Team (CBAT). However, despite these resources, stakeholders expressed that the mental and behavioral health network was insufficient to meet the need. Additional feedback highlighted delays for referrals to County Mental Health resources and a lack of interjurisdictional cooperation.



Conclusion

As shown above, the Riverside County Continuum of Care has made significant progress in addressing system and clients need. With the impact of the COVID-19 Pandemic and associated impacts on the economy, 2020 was a difficult year for the homeless response system across the country.

System Strengths include:

- Creation of the Housing, Homelessness Prevention and Workforce Solutions Department.
- A Prevention Program that seems to target the right populations and has strong positive outcomes.
- Implementation of a new Homeless Management Information System (HMIS).
- Starting the integration of the Coordinated Entry System with the new HMIS.
- Strong response to the COVID-19 Pandemic.

System Challenges include:

- A regionalized and fragmented system
- Differing approaches to providing services to persons experiencing homelessness that make the system difficult to access.
- Lack of housing affordable to the Extremely Low-Income Population.
- Lack of Permanent Supportive and Rapid Rehousing opportunities.
- A need to provide more services to key sub-populations like Chronically Homeless, Individuals with Mental Illness, Individuals with Substance Use Disorders, Seniors/Older Adults, and Transition Aged Youth (TAY).
- The accessibility and usefulness of Housing Choice Vouchers.
- Fragmented approach to landlord outreach, engagement, and retention.
- The lack of flex funds and funding for move-in assistance.
- Ineffective cross-sector integration and alignment to address the inflows into homelessness.

The factors above have led to a net gain of persons in the homelessness system. The Riverside CoC has taken important steps to address this in-flow and appears to be poised to continue their hard work in addressing homelessness in Riverside County.