EXECUTIVE COMMITTEE AGENDA

MONDAY, JUNE 3, 2024
4:30 p.m.

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

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

Blythe City Hall
235 N Broadway, Room A

Blythe, CA 92225

County of Riverside Supervisors
4080 Lemon Street, Conference Room C
Riverside, CA 92502

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

https://us02web.zoom.us/j/82419089508?pwd=ZjJERGdqRkR1WGJ6UkVQU0FXdUZHUT09
Dial In: +1 669 900 9128 US
Webinar ID: 824 1908 9508
Password: 906241

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. **CALL TO ORDER** – Chair Scott Matas, Mayor, City of Desert Hot Springs

2. **ROLL CALL**

A. **Member Roster** P5

3. **PLEDGE OF ALLEGIANCE**

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

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

6. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

7. **CONSENT CALENDAR**

A. **Approve the Minutes of the April 29, 2024 Executive Committee Meeting** P6

B. **Authorize a clarification to Policy No. 21-04 Procurement Policy & Procedures** P14

C. **Authorize the Chair and/or Executive Director to advocate for a public hearing by the Governor's Office and/or the California Department of Corrections and Rehabilitation to address the planned closure of Chuckawalla Valley State Prison** P30

D. **Receive and file the quarterly report for the CV Housing First program, representing clients served in the first quarter of 2024** P32

E. **Authorize the Executive Director to wind down CV Housing First services in the City of Desert Hot Springs, including removing the City's allocated slots from the CV 200 list** P34

F. **Authorize the Executive Director to commit regional transportation funding to maximize leveraging points in federal and state grant applications, with the condition that actual expenditure of funds would be dependent on securing grant funding for the projects that are consistent with CVAG's legislative platform and the Transportation Project Prioritization Study** P36

G. **Authorize the Executive Director to approve Amendment No. 1 to the** P39

Reimbursement Agreement with the City of Desert Hot Springs to provide for additional $563,671.55 to cover city-approved costs necessary to complete construction of Changeable Message Signs

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

8. DISCUSSION / ACTION

A. Preview of CVAG's Budget for Fiscal Year 2024/2025 – Claude Kilgore P45

Recommendation: Information

B. Implementation of the Enterprise Resource Planning (ERP) Project – Allen McMillen P125

Recommendation: Authorize the Executive Director to take the following actions for the implementation of the Enterprise Resource Planning (ERP) project:

1. Execute an agreement for cloud services, professional services agreement and related contract documents with Oracle America, Inc. for the implementation of Oracle NetSuite for Government system for a not-to-exceed amount of $860,175; and
2. Execute a professional services agreement with Berry, Dunn, McNeil & Parker, LLC (BerryDunn) for a not-to-exceed amount of $236,000 to provide implementation support services during the Oracle NetSuite for Government system implementation

C. Next Steps for the Regional Pavement Management Program – Randy Bowman P173

Recommendation: Authorize the Executive Director to execute a professional services agreement with Michael Baker International, Inc. in an amount not to exceed $246,215, including 15 percent contingency, to provide professional engineering services in order to update the 2011 Pavement Management Analysis Report

D. Contract Amendment for CV Sync – Phase II Construction Support Services – Jonathan Hoy P207

Recommendation: Authorize the Executive Director to execute Amendment No. 6 with Advantec Consulting Engineers, Inc. for an additional not-to-exceed amount of $1,500,000 for construction support services for the CV Sync – Phase II project

E. Lingering Air Quality Concerns & Coordination with South Coast Air Quality Management District – Tom Kirk P211

Recommendation: Information

9. INFORMATION

a) Executive Committee Attendance P214

b) Status of I-10 and SR-86 Interchange Projects P215

c) CVAG Regional Arterial Program – Project Status Report **P216**

d) Bicycle/Pedestrian Safety Program – Project Status Report **P217**

e) Quarterly investment report as of March 31, 2024 **P218**

f) CVAG Meeting Calendar for Fiscal Year 2024/25 **P219**

g) Preparing for the Big One in the Coachella Valley **P220**

h) Inland Regional Energy Network's 2023 Annual Report **P221**

i) Dust Mitigation Efforts at the Salton Sea **P291**

j) Alan Seman Bus Pass Program – 2023 Annual Report **P293**

k) Lift to Rise Action Plan Update **P296**

l) Update on Coachella Valley Rescue Mission's Future Plans **P297**

10. LEGISLATIVE ITEMS –

a) Update from the League of California Cities

b) Recap of CVAG's Legislative Advocacy Efforts – Emmanuel Martinez **P298**

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

12. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, June 24, at 4:30 p.m. at the Desert Hot Springs Recreation Center, 11-750 Cholla Dr, Desert Hot Springs, 92240.

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

13. ADJOURNMENT

ITEM 2A

EXECUTIVE COMMITTEE

2023-2024 ROSTER

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

ITEM 7A

EXECUTIVE COMMITTEE MINUTES OF MEETING APRIL 29, 2024

1. CALL TO ORDER

The Executive Committee meeting was called to order by Chair Scott Matas, Mayor of the City of Desert Hot Springs, at 4:30 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, in the City of Palm Desert. Zoom videoconferencing was available from the City of Blythe and Riverside County's District 5 Office in Moreno Valley.

2. ROLL CALL

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

MEMBERS PRESENT	AGENCY
Mayor Steven Hernandez, *Past Chair*	City of Coachella
Mayor Jeffrey Bernstein	City of Palm Springs
Councilmember Waymond Fermon	City of Indio
Tribal Member Brenda Soulliere	Cabazon Band of Mission Indians
Mayor Greg Sanders	City of Indian Wells
Mayor Mark Carnevale	City of Cathedral City
Councilmember Kathleen Kelly	City of Palm Desert
Mayor Linda Evans	City of La Quinta
Mayor Joseph DeConinck	City of Blythe *(via Zoom)*
Supervisor V. Manuel Perez	County of Riverside 4th District **
Mayor Pro Tem Ted Weill, *Vice Chair*	City of Rancho Mirage *(left at 8C)*
Mayor Scott Matas, *Chair*	City of Desert Hot Springs

** *Supervisor Perez left at the start of Item 8C and his alternate, Deputy Chief of Staff Pat Cooper, stayed for the remainder of the meeting*

MEMBERS NOT PRESENT	AGENCY
Tribal Chair Darrell Mike	Twenty-Nine Palms Band of Mission Indians
Tribal Vice Chair Joseph Mirelez	Torres Martinez Desert Cahuilla Indians
Tribal Chair Reid Milanovich	Agua Caliente Band of Cahuilla Indians
Supervisor Kevin Jeffries	County of Riverside 1st District
Supervisor Karen Spiegel	County of Riverside 2nd District
Supervisor Chuck Washington	County of Riverside 3rd District
Supervisor Yxstian Gutierrez	County of Riverside 5th District

3. PLEDGE OF ALLEGIANCE

Chair Matas introduced Supervisor V. Manuel Perez, who led the committee in a moment of silence in remembrance of former state Assemblyman Brian Nestande before leading the Executive Committee in the Pledge of Allegiance.

4. AGENDA MODIFICATIONS (IF ANY)

The committee has requested to move Agenda Item 8A, regarding CV Sync,to the end of the Discussion/Action agenda.

5. PUBLIC COMMENTS ON AGENDA ITEMS

Brad Anderson, resident of Rancho Mirage, addressed the committee and expressed his opposition to items 7C/7E/7G/7H/7L/7J/7K/7L/8A/8C due to meeting protocol not allowing him to hear the presentations prior to public comment. Mr. Anderson asked the Committee to change public comment practice.

Management Analyst Elysia Regalado read a public comment emailed from Donald Zeigler, resident of Palm Desert, to the Committee and provided members with a printed copy.

6. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Executive Director Tom Kirk kicked off a recognition of longtime Riverside County Transportation Commission Executive Director Anne Mayer, who is retiring on April 30, 2024. Members of the Executive Committee took a moment to thank Ms. Mayer for her dedication and partnership with CVAG and their individual jurisdictions throughout the years. Ms. Mayer addressed the committee and thanked CVAG for their relentless efforts and partnership.

7. CONSENT CALENDAR

IT WAS MOVED BY COUNCILMEMBER KELLY AND SECONDED BY MAYOR PRO TEM WEILL

A. Approve the Minutes of the February 26, 2024 Executive Committee Meeting

B. Authorize the Executive Director, in consultation with the CVAG Chair, to execute the contracts necessary to host an in-person dinner event for the 2024 CVAG General Assembly

C. Adopt Updated CVAG Policy No. 21-04 Procurement Policy & Procedures

D. Authorize the Executive Director to execute a services contract with Veralink Corporation for managed information technology services for a total amount not-to-exceed $80,080 through June 30, 2025, with an option to extend for two one-year terms

E. Authorize the Executive Director to execute Amendment No. 3 with the Politico

Group at a cost of $6,000 each month, plus pre-approved travel costs, through October 2026 for state lobbying services

F. Authorize the Executive Director to execute Amendment No. 3 to the Professional Services Agreement with Hoy Civil Engineering, increasing the annual amount by $47,952, incorporating annual increases to adjust for inflation and extending the contract through December 2027

G. Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2022/2023

H. Adopt a 3.6-percent increase in Transportation Uniform Mitigation Fee (TUMF) rates to take effect January 1, 2025, and update the TUMF Handbook to reflect the revised fee upon its effective date

I. Authorize the Executive Director to commit regional transportation funding to CVAG's non-infrastructure grant application to maximize leveraging points in the application for Cycle 7 of the state's Active Transportation Program, with the condition that actual expenditure of funds would be dependent on securing the grant funding

J. Approve Amendment Six to the AB 2766 Memorandum of Understanding between CVAG and the member jurisdictions to maintain the contributions at 75% for the Regional PM 10 Street Sweeping Program, through June 30, 2026

K. Authorize the Executive Director to take any necessary steps for CVAG to submit grant applications to the Governor's Office of Planning & Research's Integrated Climate Adaptation Resiliency Program, including letters of commitment and agreements between partnering agencies

L. Resolution Pursuant to Government Code Section 54221 declaring that certain real property located east of Bob Hope Drive & South of Ramon Road (APN: 658-010-010) is Exempt Surplus Land and Finding that such declaration is not a Project subject to Environmental Review under the California Environmental Quality Act.

THE MOTION CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT

MAYOR HERNANDEZ	**AYE**
MAYOR BERNSTEIN	**AYE**
COUNCILMEMBER FERMON	**AYE**
TRIBAL CHAIR MIKE	**ABSENT**
TRIBAL VICE CHAIR MIRELEZ	**ABSENT**
TRIBAL COUNCILMEMBER SOULLIERE	**AYE**
TRIBAL CHAIR MILANOVICH	**ABSENT**
MAYOR SANDERS	**AYE**
MAYOR CARNEVALE	**AYE**
COUNCILMEMBER KELLY	**AYE**
MAYOR EVANS	**AYE**
MAYOR DECONINCK	**AYE**
SUPERVISOR JEFFRIES	**ABSENT**
SUPERVISOR SPIEGEL	**ABSENT**

SUPERVISOR WASHINGTON	**ABSENT**
SUPERVISOR PEREZ	**AYE**
SUPERVISOR GUTIERREZ	**ABSENT**
MAYOR PRO TEM WEILL	**AYE**
MAYOR MATAS	**AYE**

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

None.

8. DISCUSSION / ACTION

Agenda Item 8A was moved to the end of the discussion/action items.

B. Regional Pavement Management Program

Transportation Director Jonathan Hoy presented the staff report and discussed next steps.

IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY COUNCILMEMBER FERMON TO DIRECT THE EXECUTIVE DIRECTOR TO UPDATE THE 2011 PAVEMENT MANAGEMENT ANALYSIS REPORT AND RETURN WITH POLICY RECOMMENDATIONS FOR A REGIONAL PAVEMENT MANAGEMENT PROGRAM FOR CVAG'S REGIONAL ARTERIAL ROADWAY NETWORK

THE MOTION CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT

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

C. Next Steps for the Arts and Music Line Project

Transportation Program Manager Randy Bowman presented the staff report.

Brief member discussion ensued.

IT WAS MOVED BY MAYOR HERNANDEZ AND SECONDED BY MAYOR EVANS TO AUTHORIZE THE EXECUTIVE DIRECTOR TO TAKE THE FOLLOWING ACTIONS FOR THE ARTS & MUSIC LINE PROJECT:

1. EXECUTE AMENDMENT NO. 3 TO THE AGREEMENT WITH ALBERT A. WEBB ASSOCIATES TO EXTEND THE TERM TO DECEMBER 31, 2025, FOR AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF $2,234,565; AND AUTHORIZE THE EXECUTIVE DIRECTOR AND/OR LEGAL COUNSEL TO MAKE CLARIFYING CHANGES/REVISIONS BEFORE EXECUTION; AND

2. NEGOTIATE AND EXECUTE AMENDMENTS TO EXISTING REIMBURSEMENT AGREEMENTS WITH THE CITIES OF COACHELLA, INDIO, AND LA QUINTA TO ADJUST THE LOCAL SHARE OF PRE-CONSTRUCTION SERVICES

THE MOTION CARRIED WITH 11 AYES AND 8 MEMBERS ABSENT

MAYOR HERNANDEZ	**AYE**
MAYOR BERNSTEIN	**AYE**
COUNCILMEMBER FERMON	**AYE**
TRIBAL CHAIR MIKE	**ABSENT**
TRIBAL VICE CHAIR MIRELEZ	**ABSENT**
TRIBAL COUNCILMEMBER SOULLIERE	**AYE**
TRIBAL CHAIR MILANOVICH	**ABSENT**
MAYOR SANDERS	**AYE**
MAYOR CARNEVALE	**AYE**
COUNCILMEMBER KELLY	**AYE**
MAYOR EVANS	**AYE**
MAYOR DECONINCK	**AYE**
SUPERVISOR JEFFRIES	**ABSENT**
SUPERVISOR SPIEGEL	**ABSENT**
SUPERVISOR WASHINGTON	**ABSENT**
DEPUTY CHIEF OF STAFF COOPER	**AYE**
SUPERVISOR GUTIERREZ	**ABSENT**
MAYOR PRO TEM WEILL	**ABSENT**
MAYOR MATAS	**AYE**

D. Construction Contract award with Granite Construction for CV Link Multi-Modal Transportation Corridor Project- Segment 6, Project No. CVL-2024-001A

Director of Transportation Jonathan Hoy presented the staff report.

Brief member discussion ensued with Mr. Hoy answering questions from the committee.

IT WAS MOVED BY MAOYR EVANS AND SECONDED BY COUNCILMEMBER FERMON TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONSTRUCTION CONTRACT WITH GRANITE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED $21,560,761, INCLUSIVE OF A 10% CONTINGENCY, FOR SEGMENT 6 OF CV LINK

THE MOTION CARRIED WITH 11 AYES AND 8 MEMBERS ABSENT

MAYOR HERNANDEZ	**AYE**
MAYOR BERNSTEIN	**AYE**
COUNCILMEMBER FERMON	**AYE**
TRIBAL CHAIR MIKE	**ABSENT**
TRIBAL VICE CHAIR MIRELEZ	**ABSENT**
TRIBAL COUNCILMEMBER SOULLIERE	**AYE**
TRIBAL CHAIR MILANOVICH	**ABSENT**
MAYOR SANDERS	**AYE**
MAYOR CARNEVALE	**AYE**
COUNCILMEMBER KELLY	**AYE**
MAYOR EVANS	**AYE**
MAYOR DECONINCK	**AYE**
SUPERVISOR JEFFRIES	**ABSENT**
SUPERVISOR SPIEGEL	**ABSENT**
SUPERVISOR WASHINGTON	**ABSENT**
DEPUTY CHIEF OF STAFF COOPER	**AYE**
SUPERVISOR GUTIERREZ	**ABSENT**
MAYOR PRO TEM WEILL	**ABSENT**
MAYOR MATAS	**AYE**

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

Mr. Hoy presented the staff report and the updates since it was reviewed by the Transportation Committee. Member discussion ensued.

IT WAS MOVED BY COUNCILMEMBER FERMON AND SECONDED BY COUNCILMEMBER KELLY TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 13 TO THE AGREEMENTWITH ALTA PLANNING & DESIGN FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $334,000

THE MOTION CARRIED WITH 11 AYES AND 8 MEMBERS ABSENT

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

A. Presentation: CV Sync and the before/after comparison of regional signal synchronization improvements

Program Manager Kristopher Gunterson discussed the construction of CV Sync and ongoing efforts to improve signal timing. That included a video that simultaneously showed the commute of a vehicle driving westbound on Ramon Road before and after the synchronization of the traveled road, and discussed the improved travel time with synchronization.

No action was taken as this was an informational item.

9. INFORMATION

a) Executive Committee Attendance

b) Status of I-10 Interchange Projects

c) CVAG Regional Arterial Program- Project Status Update

d) Bicycle/Pedestrian Safety Program- Project Status Update

e) Update on broadband installation in the City of Indio

f) Lithium Extraction at the Salton Sea

g) Update on the Coachella Valley Energy Commission

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

i) Update on Distributed Energy Resources & Microgrids

j) Information sharing from Desert Healthcare District/Foundation about ongoing hospital lease negotiations with Tenet

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

10. LEGISLATIVE ITEMS –

a) Update from the League of California Cities

b) Recap of CVAG's Legislative Advocacy Efforts

Program Manager Emmauel Martinez presented the staff report with legislative updates and bills on watch, as well as a budget update.

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

12. ANNOUNCEMENTS

The next meeting of the Executive Committee will be held on Monday, June 3, 2024 at 4:30 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

13. ADJOURNMENT – Chair Matas adjourned the meeting at 5:24 p.m.

Respectfully submitted,

Elysia Regalado, Management Analyst

ITEM 7B

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Procurement Policy Clarification**

Contact: Allen McMillen, Management Analyst II (amcmillen@cvag.org)

Recommendation: Authorize a clarification to Policy No. 21-04 Procurement Policy & Procedures

Background: On April 29, 2024, the Executive Committee adopted changes to Policy 21-04 Procurement Policy & Procedures. Subsequently, CVAG staff identified that a clarification was needed to section 4. Delegation of Authority.

The recommended change is shown on page 7 in the attachment "Policy 21-04 – Tracked Changes." The adopted policy sets spending authority limits based on the size of a contract. It mistakenly said contracts between $100,000 and $200,000 are required to be approved by the CVAG Administrative/ Personnel Committee and not the Executive Committee. The change would allow such contracts to be authorized by either.

Fiscal Analysis: There is no additional cost to provide the clarification revision to the CVAG Policy No. 21-04.

Attachments:

1. Policy 21-04 – Tracked Changes

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

PROCUREMENT POLICY & PROCEDURES

POLICY NO. 21-04

UPDATED APRIL 29, 2024

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1. **Purpose and Scope**

Coachella Valley Association of Governments (CVAG) is committed to fair, open, and transparent procurement of goods and services. All staff conducting procurement processes will do so in a professional and ethical manner, without any conflict of interest, to obtain maximum value for every public dollar spent. Except for contracts entered prior to the effective date of this Policy, all purchases of materials, equipment, supplies, and services to be paid by CVAG must adhere to the procedures, authority, and dollar limits set forth in this Policy – including subsequent versions of any cross referenced policies and documents.

2. **Definitions**

Addendum (sing.)/Addenda (pl.) – A written change, addition, alteration, correction, or revision to a solicitation or contract document. Commonly, the name given to the document used to revise a solicitation.

Amendment – An agreed addition to, deletion from, correction, or modification of a document or contract.

Architect or Engineer (A/E) Professional Services - Services that require performance by a registered architect or engineer. Professional services of an architectural or engineering nature that are associated with research, planning, development, and design for construction, alteration, or repair.

Awardee – A person or firm who is awarded a contract.

Committee Chair (Chair) – Serves as the head of the Executive Committee.

Contractual Services – means all services, other than professional services, including, but not limited to, janitorial, repairs, maintenance work, software subscriptions, catering, security, and rental equipment.

Cooperative Procurement – The action taken when two or more entities combine their requirements to obtain advantages of volume purchases, including administrative savings and other benefits. A variety of arrangements, whereby two or more public procurement entities purchase from the same supplier or multiple suppliers using a single Invitation for Bids (IFB) or Request for Proposals (RFP). Cooperative procurement efforts may result in contracts that other entities may "piggyback."

CVAG – Coachella Valley Association of Governments.

Designee – A duly authorized representative.

Electronic Procurement (eProcurement) – Conducting all or some of the procurement functions over the Internet.

Ethical Procurement – Prohibits the breach of the public's trust by discouraging a public employee from attempting to realize personal gain through conduct inconsistent with the proper discharge of the employee's duties.

Executive Director – The senior operating officer or manager of CVAG.

Formal Solicitation – A bid that must be submitted in a sealed envelope (or through an eProcurement site) and in conformance with a prescribed format to be opened in public at a specified date and time.

Informal Solicitation – A competitive bid, price quotation, or proposal for supplies or services that is conveyed by a letter, fax, e-mail, or other manner that does not require a formal sealed bid or proposal, public opening, or other formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

Invitation for Bids (IFB) – A procurement method used to solicit competitive sealed bid responses, sometimes called a formal bid, when price is the basis for award.

Offeror – A generic term that refers to a person or business who submits an offer in response to a solicitation.

Piggyback – A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by another entity. Generally, an entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.

Procurement – Purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction; includes all functions that pertain to the acquisition, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage, and disposal operations.

Procurement Card– A payment method whereby internal customers (requisitioners) are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. CVAG's use of a Procurement Card is governed by a separate CVAG policy.

Procurement Representative – A person responsible for sourcing and buying products and services for CVAG as designated by the Executive Director.

Professional Services – Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance (e.g., financial, legal, economic, accounting, engineering, information services, technical, architectural, or other administrative professional matters).

Project Lead – Designated individual within CVAG to administer a specific task or contract.

Public Works – Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

Qualified Vendor List (QVL) – A list of qualified vendors maintained by CVAG to enable informal and formal bidding opportunities and provide a ready pool of vendors for recurring and routine goods and services.

Request for Information (RFI) – A document, which is issued by CVAG to obtain information necessary to complete a purchase or fulfill a contract. An RFI surveys the marketplace to understand what products or services may be available and to approximate the dollars that may

be needed for procurement(s). A RFI may be used to validate information, project objectives, and functions for possible future solicitations.

Request for Proposals (RFP) – The document used to solicit proposals from potential providers (proposers) for goods and services. Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multi-step process.

Request for Qualifications (RFQ) – A document, which is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation.

Request for Quotation (RFQ) – A document which is issued by CVAG to obtain from suppliers price quotes typically, but not exclusively, for materials, supplies, equipment.

Responsible Bidder – A bidder that possesses the minimum qualifications, licensure, experience, financial stability, expertise and workforce to perform the work.

Responsive Bid/Proposer – A bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

Scope of Work (SOW) – A scope of work is developed at the beginning of the procurement cycle and is a written description of the entity's needs and desired outcomes for the procurement and becomes the basis for any resulting solicitation. The scope of work helps to ensure that the product or service meets the stated outcome and establishes the parameters of the resulting contract.

Single Source Procurement – A non-competitive method of procurement used when, although two or more vendors supply the commodities or service(s), the department selects one for substantial reasons, eliminating the competitive bidding process. A written justification shall be required from staff explaining why only this vendor fulfills the requirement.

Sole Source Procurement – A non-competitive method of procurement used when only one vendor provides the needed public works project, contractual service, professional service or materials, supplies, and equipment or a product to ensure compatibility with other CVAG products and equipment, CVAG shall work to procure these items in the best interest of CVAG, or possesses the unique ability or capability to meet the particular requirements of the entity or because only one vendor is practicably available. A written justification shall be required from staff explaining why only this vendor can fulfill the requirement.

Staff – The individual or department who uses a procured good or service.

Standard Specification - A specification that is to be used for all or most purchases of an item; describes all required physical and functional characteristics of goods, services, or construction.

Task Order – Task order contract means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract.

3. **Standards of Conduct**

Transactions relating to the expenditure of public funds require the highest degree of public trust and impeccable standards of conduct. CVAG's contracting activity shall be conducted in a manner above reproach, with the highest of ethical standards and, except as authorized by law, with complete impartiality and without preferential treatment. It is CVAG's policy to strictly avoid any conflict of interest or even the appearance of a conflict of interest in all of its procurement and contracting practices.

All staff shall comply with all applicable laws regarding conflicts of interest, including, but not limited to, the California Political Reform Act, and the provisions of the California Government Code regarding Prohibited Interests in Contracts, as these laws may be amended from time to time.

All staff shall also specifically comply with CVAG's Personnel Rules and Benefits Manual, including the policies addressing conflicts of interest and ethical standards.

Contracts/Procurement shall have adequate internal controls to ensure all contracts and purchases processed are in accordance with the policies specified in that:

All internal requests contain proper approvals before being converted into a contract or purchase order;

Staff have a mechanism to report unauthorized activities as well as any suspicions of fraud, waste, or abuse; and

Any violation of these standards may be cause for disciplinary action, including dismissal, if appropriate.

4. **Delegation of Authority**

The Executive Director has authority to approve expenditures up to the dollar amounts shown in the following table:

TABLE 1		
PUBLIC WORKS PROJECTS	**CONTRACTUAL AND PROFESSIONAL SERVICES**	**MATERIALS, SUPPLIES & EQUIPMENT**
$100,000	$100,000	$100,000

Limits established in Table 1 may be modified by the CVAG Executive Committee. The Executive Director may issue a contract up to $100,000 under his or her authority, which does not require approval by the CVAG Administration Committee or the CVAG Executive Committee. Contracts greater than $100,000 and up to $200,000 require approval of the CVAG Administrative/Personnel Committee or the CVAG Executive Committee. All contracts greater than $200,000 require the approval of the CVAG Executive Committee.

Only the Executive Director (or designee) is authorized to sign contracts and agreements binding upon CVAG. Contracts or agreements in excess of the thresholds established in Table 1 above shall require approval of the CVAG Executive Committee and the signature of the Chair, unless express authority is granted to the Executive Director by the CVAG Executive Committee.

The intent of this delegation of authority shall not be circumvented by breaking up an expenditure into smaller contract amounts or breaking up expenditures across more than one fiscal year. Expenditures shall be considered on an individual project basis in the aggregate for each fiscal year as well as across more than one fiscal year. For example, four expenditures for contractual or professional services; or materials, supplies & equipment for CVAG in the amount of $25,000 each to a single vendor for the same project during the same fiscal year shall not be provided without governing body approval. Likewise, four expenditures for contractual or professional services; or materials, supplies & equipment for CVAG in the amount of $25,000 each to a single vendor for the same project spanning three fiscal years shall not be provided without governing body approval. The intent of this delegation of authority shall apply similarly to public works project expenditures. The Agency's fiscal year is from July 1 to June 30. In the event the Executive Director or Chair is absent or unavailable to sign the contract, the designee shall sign on that person's behalf.

5. **Competitive Procurement Thresholds and Methods**

To establish uniform thresholds and procedures for the acquisition of goods or services, subject to the exceptions set forth in Section 6.

5.1. **Procurement Thresholds**

Table 2 below provides thresholds for competitive purchasing for public works projects; contractual and professional services; and materials, supplies & equipment. These thresholds shall supersede and replace thresholds for the Qualified Vendor List established prior to the adoption of this policy as updated.

TABLE 2			
PROCUREMENT METHOD	**PUBLIC WORKS PROJECTS**	**CONTRACTUAL OR PROFESSIONAL SERVICES**	**MATERIALS, SUPPLIES & EQUIPMENT**
Informal, one (1) written quote	$0 - $10,000	$0 - $10,000	$0 - $10,000
Informal, three (3) written quotes	$10,001 - $100,000	$10,001 - $100,000	$10,001 - $100,000
Formal Solicitation	Over $100,000	Over $100,000	Over $100,000

Splitting of purchases ("fragmenting") in order to avoid competitive procurement requirements is prohibited.

The Executive Director (or designee) at his/her/their discretion shall have the authority to authorize a formal procurement method less than the limits established if it is deemed to be in the best interest of CVAG.

5.2. **Procurement Methods**

Informal Procurement ($0 - $10,000): Staff shall make and document a reasonable effort to solicit the quote/proposal for the goods or services that offer the best value to CVAG, in CVAG's sole and absolute discretion. Contracts for the acquisition of professional services shall be awarded to the best qualified vendor on the basis of demonstrated competence, professional qualifications, and at fair and reasonable prices to CVAG.

Informal Procurement ($10,001 - $100,000): Staff shall make a reasonable effort to solicit and obtain three (3) competitive quotes/proposals via email, mail, fax or any other reasonable solicitation method. When three (3) quotes/proposals are unable to be obtained, Staff must provide documentation as to how the quotes were requested and document its findings prior to the approval of any purchase.

Formal Procurement (over $100,000): Staff in consultation with the Director of Finance (or designee) will determine the best method of solicitation (i.e., RFP, IFB, or RFQ) depending on the nature of the desired goods or services. The Director of Finance (or designee) shall be the main point of contact for any formal solicitation to avoid any unethical practices. All formal procurement methods shall be publicly advertised for a minimum of fourteen (14) days and opened or received electronically and reviewed as described in the bid documents. Purchases of supplies and equipment of an estimated value of greater than one hundred thousand dollars ($100,000) shall be by written contract.

5.3. **Materials, Supplies, and Equipment**

Staff shall use the procurement methods per Section 5.2.

5.4. **Contractual Services**

Staff shall use the procurement methods per Section 5.2.

5.5. **Professional Services – Government Code 4526**

Contracts for professional services such as private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall be engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to CVAG, pursuant to California Government Code Section 4526.

Staff shall use the procurement methods per Section 5.2 and shall evaluate proposals received based on competence and qualifications. Costs shall be submitted and evaluated as described in the bid documents. The cost proposal shall be submitted separately from the balance of the proposal (in a sealed envelope) and opened for comparison only after evaluation and ranking of the proposals is complete. CVAG shall have the option to negotiate the cost with the top-ranked

firm. Should CVAG and the top-rank firm fail to agree on a cost, CVAG shall have the option to reject the top rank firm's proposal and start negotiations with the next highest ranked firm and so on until an agreement is made.

The awarding authority shall have the right to reject any quote, bid, or proposal if doing so is determined to be in the best interest of CVAG and to re-advertise for bids, and to waive any irregularity in any bid so long as doing so does not create an unfair advantage.

The above process may be utilized at the discretion of the Executive Director for the solicitation of professional services other than those enumerated above.

5.6. **Public Works Projects**

The procurement thresholds and methods governing CVAG public works projects are as follows:

One hundred thousand dollars or less. For public works projects in an amount up to one hundred thousand dollars ($100,000), staff shall solicit three price quotes and award to the lowest responsible and responsive bidder. If unable to obtain a minimum of three price quotes, staff shall document that reasonable efforts were made to obtain price quotes including, that a notice was posted for not less than seven business days; that there were no other vendors to solicit quotes from; or that they solicited other vendors and one or more declined to provide a quote. In lieu of soliciting three price quotes, staff may elect to procure by formal bidding procedures per Section 5.2.

Over one hundred thousand dollars. Public projects in an amount more than one hundred thousand dollars ($100,000) shall be solicited pursuant to the formal bidding procedure (Section 5.2) and awarded to the lowest responsive and responsible bidder. The Executive Committee may reject any or all bids received and may waive any irregularities in each bid received.

5.7. **Recycled, Energy Efficient or Environmentally Friendly Supply Products Specification**

If in procuring supplies a recycled, energy efficient or environmentally friendly product can achieve the necessary CVAG performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products made with recycled, energy efficient or environmentally friendly materials be bid. If the Executive Director (or designee) determines that: (1) a recycled, energy efficient or environmentally friendly product lacks performance capabilities or needed quality levels; or (2) a sufficient amount of said product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to non-recycled, non-energy efficient or non-environmentally friendly materials.

5.8. **Qualified Vendor List ("QVL")**

As CVAG takes on more regional project delivery, establishing a bench of prequalified and vetted professional service vendors will reduce procurement and contracting time. Many public

agencies, including some CVAG member jurisdictions, use this procurement method to streamline contracting for routine and project-related professional service needs.

CVAG has utilized the RFQ process to receive Statements of Qualifications ("SOQs") from professional service vendors interested in providing a variety of professional services CVAG may need. The CVAG Executive Committee approved establishing a Qualified Professional Services Vendor List ("QVL") on February 26, 2024. CVAG will use the QVL for contracting recurring and routine professional services for capital project and non-capital needs. While establishing and using a vendor list certainly reduces the time for procurement and contracting, it will not limit CVAG to only those listed vendors. CVAG will remain able to conduct formal and informal procurements outside the vendor list as unique needs arise.

The QVL will remain in effect until June 30, 2027, and then be re-procured by CVAG. The Executive Director is authorized to accept and approve SOQs on an ongoing basis with the Executive Committee ratifying updates on an annual basis.

6. **Exceptions to Competitive Procurement**

This Section 6 sets forth exceptions to competitive procurement. The following is a list of services and expenditures that fall outside the requirements of the competitive process:

- Utility Expenses
- Cooperative Purchases
- Piggyback Purchases
- Emergency Expenditure (further defined below)
- Association Fees
- Subscriptions
- Membership Dues
- Leases or Purchase of Real Property
- Government Permits & Fees, Advertisement
- Conferences & Seminars
- Office and Routine Program Supplies
- Environmental Permits & Fees
- Travel Expenses, Lodging, & Meals
- Insurance Premiums & Fees
- Application Fees
- Medical Services
- Taxes, such as property or payroll taxes
- Memoranda of Understanding (MOUs)

6.1. **Emergency Expenditures**

An emergency exists when life or property is in immediate danger due to an Act of God or other catastrophic circumstance and prevention of loss requires a deviation from normal competitive procurement procedures.

6.1.1. **Procedures for Emergency Expenditures**

The staff making the purchase must document (e-mail or memo) the specific reasons for the purchase.

The staff making the purchase must obtain approval from the Executive Director (or designee).

The use of the emergency purchase policy must not be considered a substitute for regular purchasing procedures or a method of circumventing established purchasing controls.

Staff may request expenditure reimbursements by submitting a Payment Request Form. Original receipts are required as proof of purchase and must be attached to the payment request form, approved by the Department Director, and submitted to the Accounting Department.

6.2. **Special Expertise Services**

A contract for professional services agreement may be awarded without competition when it is determined that an unusual or unique situation exists, in that due to experience and expertise demonstrated in prior contracts for professional services with CVAG's particular contractor is uniquely qualified for a particular task, that makes the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Any special procurement under this section shall be made with such competition as is practicable under the circumstances.

6.3. **Matters with Time Constraints**

Due to CVAG's meeting schedules, there could be instances where a good or service is needed in an exigent manner, and where a formal procurement method would not be in the best interest of CVAG. The Executive Director, in consultation with the Chair, may authorize an informal bid process for matters that fall within his authorized expenditure in such instances. Staff shall make every effort to obtain proposals/quotes from a minimum of three (3) firms. The term of the contract shall not exceed one (1) year or the Executive Director's expenditure authority. If it is determined the service or good will be reoccurring, exceed the maximum one (1) year, or exceed the Executive Director's expenditure authority, CVAG shall solicit with a formal procurement for said goods or service. CVAG shall notify the Executive Committee of such award at CVAG's next meeting.

6.4. **Cooperative Purchasing with Other Agencies**

The bidding requirements of Section 5.2 shall not apply to the purchasing of any equipment or supplies which the end user decides to obtain through a cooperative competitive bidding procedure, being prepared by and processed through another local, Tribal, State, or Federal governmental agency. If staff determines it to be in the best interest of CVAG, is authorized to "piggy-back" onto or join into an existing written purchase contract, which contract was obtained within the last 12 months through a competitive bidding process prepared by and awarded by another local, state or federal government agency. Approval of a "piggy-back" or cooperative purchase shall be obtained from the Executive Committee for an award exceeding the Executive Director's signing authority.

Multiple Awarded Bids. It is not uncommon to have multiple awarded bids. A competitive bidding process is conducted for a specified product. Several vendors whose product meets the specification are awarded the contract. Maximum item price and contract terms are established.

If staff determines it to be in the CVAG's best interest, the staff is authorized to use Federal, state or other government agency multiple awarded contracts. Staff must obtain quotes from at least three vendors on the list and award the bid to the lowest responsible bidder. Approval shall be obtained from the Executive Committee for purchases exceeding the Executive Director's signing authority.

6.5. **Single Source or Sole Source Justification**

Procurement by single source or sole source for goods or services requires submission, vetting, and approval of a Single Source or Sole Source Justification form. Final approval of a single source or sole source procurement requires the signature of the Executive Director (or designee). A single source or sole source shall not be used to limit competition in any way. A letter or memo from the vendor explaining the product or service, or statement of geographic territory on a formal letter, shall be attached to the Single Source or Sole Source Justification form when applicable.

7. **Procurement Card (P-Card)**

The procurement card is an alternative payment method for acquiring goods and some services at a low dollar value while adhering to the procurement policy guidelines. Refer to Procurement Card Policy No. 21-05.

8. **Grant Funds**

Procurement of services or goods paid for with grant funds will be subject to the guidelines specified in the funding agreement(s) which supersedes this policy in such instances.

9. **Federal Funds**

When money has first been secured from a federal source, CVAG's Project Lead for the project shall determine whether expenditures of said money are subject to any federal purchasing policies or procedures, which shall thereafter be adopted as restrictions on the administration of those funds.

10. **Caltrans Procurement Guidance – Federal and State Funded Transportation Projects**

Regional transportation projects must adhere to the contract management procedures as outlined in CVAG Policy 20-03, which was approved by the CVAG Executive Committee in October 2020 and complies with Caltrans requirements.

On December 4, 2017, CVAG Executive Committee adopted Caltrans' Chapter 10, Consultant Selection, as the procedures manual for the procurement of private consultants to perform architectural, engineering, environmental, land surveying, construction engineering or construction management and related services for federal-aid or state funded projects. CVAG will follow the selection and contracting procedures detailed in this chapter for federal-aid or state funded projects. See link below.

Chapter 10 Consultant Selection (ca.gov)

11. **Contracts (or Agreements) and Purchase Orders**

Contracts (or Agreements) shall be used when an initial expenditure exceeds $25,000 for goods and/or services. Prior to the issuance of any Contract (or Agreement), the Director of Finance/Administration (or designee) shall ensure the proper procurement methods established in this policy were followed.

When negotiating terms, it may be determined by the Director of Finance/Administration (or designee) that it is in the best interest of the agency to issue Purchase Orders for goods and services requested. Prior to the issuance of any Purchase Order, the department director shall ensure the proper procurement methods established in this policy are followed.

12. **Subsequent Contract Awards, Amendments, Extensions or Renewals**

Notwithstanding any extension clauses in a contract or anything herein to the contrary, the Executive Director (or designee) shall not award a subsequent contract to the same individual or entity for the same or similar services on the same project, or amend, extend or renew such a contract, without obtaining the next highest approval authority (i.e., the governing body), when the award, amendment, extension or renewal will result in CVAG paying an aggregate amount in excess of the approval authority of the Executive Director to the individual or entity in any given fiscal year or the cumulative total of the project. For purposes of this section, the phrase "same project" shall include an on-call or as-needed contract.

13. **Insurance**

Prior to the execution of a contract, evidence of proper insurance coverage is required for any procurement involving services that puts CVAG at risk. If a consultant request CVAG to waive or alter any of its insurance requirements, the Executive Director may elect to waive certain insurance requirements, depending upon his/her/their assessment of the risks and liabilities posed to CVAG's.

14. **Performance and Payment Bonds**

Payment Bond. Per Civil Code §9550, a direct contractor that is awarded a public works contract involving an expenditure in excess of twenty-five thousand dollars ($25,000) shall, before commencement of work, give a payment bond to and approved by the CVAG by whom the contract was awarded.

Performance Bond. The Executive Director (or designee) shall have the authority to require, at his/her/their sole discretion, a performance bond for a direct contractor that is awarded a service contract involving in expenditure in excess of twenty-five thousand ($25,000) before commencement of work. The performance bond shall be provided to and approved by the officer or public entity by whom the contract was awarded when applicable. A performance bond in an amount equal to 100 percent of the contract amount shall be required for all public works contracts.

15. **Protests for Formal Solicitations**

This protest process applies only to contracts awarded through a formal bidding process (e.g., RFP or IFB). This does not apply to CVAG purchase orders.

Written protests must be filed with CVAG's Executive Director within five (5) workdays after posting the Notice of Intent to Award on CVAG's website. No verbal protest will be accepted. The protest must be detailed, referencing the solicitation number, project name, and the name of the administrator listed on the bid documents. The protest must be submitted to CVAG's Executive Director via certified mail using the following address:

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

Any entity that submits a bid or proposal may protest a CVAG contract award.

There is no basis for protest if CVAG rejects all proposals/bids based on the best interest of CVAG.

The Executive Director shall respond to the offeror protesting the solicitation in writing and acknowledge receipt of the offerors protest. The Executive Director shall notify Contracts/Procurement and the Project Lead of the protest received. The Executive Director, in consultation with Contracts/Procurement, the Project Lead, and legal counsel, if necessary, shall determine whether the basis of the protest has merit and is permissible. If so, the Executive Director shall notify all offerors, including the awardee, that the protest will be decided by reviewing submissions of written material to support each party's position and sets the date of submission thereof. If the protest is deemed to be insufficient and without merit, the awarding authority shall notify the offeror protesting the solicitation the protest is denied.

16. **Pre-Bid/Pre-Proposal Meetings**

The Project Lead in consultation with the Director of Finance/Administration (or designee) shall determine if a pre-bid/proposal meeting is necessary. A pre-bid/pre-proposal meeting shall not be mandatory, unless stated in the bid documents. The meeting is held after the RFP or IFB is released and before bids/proposals are due. The meeting will allow the Project Lead to further elaborate on the Scope of Work in more detail and to answer questions from prospective bidders/proposers.

Except for questions raised during a pre-bid/pre-proposal meeting, prospective proposers shall submit all questions pertaining to the bid documents in writing.

ITEM 7C

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Update on the Looming Closure of Chuckawalla Valley State Prison**

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

Recommendation: Authorize the Chair and/or Executive Director to advocate for a public hearing by the Governor's Office and/or the California Department of Corrections and Rehabilitation to address the planned closure of Chuckawalla Valley State Prison

Public Safety Committee: Concurred (Meeting of May 13)

Background: In February 2023, the CVAG Executive Committee supported the Public Safety Committee's Recommendation to direct the Executive Director to assist the City of Blythe in its request to reexamine and reconsider the closure of Chuckawalla Valley State Prison and, if that closure appears to move forward, to advocate for the repurposing of the facility and meaningful mitigation measures.

CVAG's vote came just months after the California Department of Corrections and Rehabilitation (CDCR) announced in December 2022 that it was starting the process to close Chuckawalla Valley State Prison in the City of Blythe, with an anticipated closure in March 2025. The decision coincides with a plan to end its lease at the California City Correctional Facility in Kern County.

Chuckawalla Valley State Prison, which opened in 1988, occupies about 125 acres and is adjacent to Ironwood State Prison. Chuckawalla was designed to house for 1,738 inmates but had 2,733 inmates as of 2019, which were the most recent statistics presented on the CDCR website. Chuckawalla includes four Level II Non-Designated Programming Facility Yards and one Level I Non-Designated Programming Facility Yard. The prison also maintains operation of a fire house, water treatment plant, waste water treatment plant, the vehicle maintenance garage, and a recycling and salvage program.

In announcing the prison closure in December 2022, state officials said the decision was part of the 2022-23 budget and that Chuckwalla was chosen after an analyzing "several factors including cost to operate, impact of closure on the surrounding communities and the workforce; housing needs for all populations; long-term investments in state-owned and operated correctional facilities; public safety and rehabilitation; and durability of the state's solution to prison overcrowding."

The CDCR statement also noted that *"the Administration plans to work directly with community stakeholders in Riverside County to help support workers and foster a bottom-up economic resilience plan for the community impacted by the closure."* Additionally, the state pledged to

minimize the impact to staff and the communities, including identifying opportunities for employee transfers. Inmates will be rehoused at appropriate level prisons.

Representatives from the CDCR – including Prison Closure Manager Charles "Chuck" Callahan, External Affairs Deputy Chief David Maldonado and Deputy Director of EDD Workforce Javier Romero – previously briefed CVAG's Public Safety Committee on the State's plans. This gave the Public Safety Committee a chance to have questions answered prior to acting on a request from the City of Blythe to actively oppose the decision.

Blythe city officials have expressed strong concerns about the economic impacts that will result from the closure of Chuckawalla Valley State Prison, not just in terms of job loss but also on the positive impact the prison has in maintaining facilities for the city. There was an effort to convince the staff to keep Chuckawalla open, and instead phase out the California Rehabilitation Center in Norco, an older facility which, if closed, was expected to have less of an economic hit. Those efforts have proven unsuccessful and city officials have said that sections of Chuckawalla have started to close.

The Blythe City Council in January 2023 authorized contracts with both a lobbying firm and a public relations firm to address the planned closure. A "Save Chuck" campaign has gotten some attention. The County of Riverside also commissioned a resiliency study, led by Kosmont Companies, to look at the potential economic drivers for Blythe should the closure go through. The results were presented to the Blythe City Council in March 2025.

City officials have repeatedly expressed frustration that their voices are falling on deaf ears. In April 2024, CVAG staff attended the 66th Annual Community Outlook Conference, where the prison closure was discussed at length. City officials are now pressing for a public hearing or workshop in the community so that residents can voice their concerns directly to state officials.

Blythe Vice Mayor Johnny Rodriguez provided an update to the Public Safety Committee when it met in May, during which it was noted that the State is accelerating the closure plans. Following the presentation, the Public Safety Committee concurred with the staff recommendation that CVAG broaden its current authorization and authorize that the Chair and/or Executive Director advocate for a public hearing, held in the City of Blythe, by either the Governor's Office and/or the California Department of Corrections and Rehabilitation to address the planned closure of Chuckawalla Valley State Prison.

Fiscal Analysis: There is no cost to CVAG for this update. Advocacy efforts related to Chuckawalla Valley State Prison are covered under the existing contract with Politico Group and staff time.

Attachment: Save Chuck advocacy: https://savechuck.org/

ITEM 7D

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

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

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

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

Homelessness Committee: Concurred (Meeting of May 15)

Background: CVAG has entered its fourth year of operating the CV Housing First program with staff. The program is focused on the CV 200, a by-name list of chronically homeless individuals residing in desert cities that have frequent contacts with law enforcement and who are likely to be shelter resistant or who have already fallen out of housing. The list was developed in partnership with CVAG's member jurisdictions and local law enforcement. It is also maintained in partnership with those agencies. At the end of each calendar year, CVAG staff meets with the local police departments, code enforcement and other partners to identify who needs to remain on the list and who may not need to be on the list, either because they are being helped by other programs or because they have left the Coachella Valley. Staff then resets the CV 200 list by using the names and feedback from its agency partners and it is revisited annually in collaboration with those partners.

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

CV Housing First Clients – By the Numbers through March 31, 2024

CV 200 as of 3/31/2024	Q1	Q2	Q3	Q4	TOTAL
Clients housed in Crisis Stabilization Units (CSH)	46				46
Clients being helped through Rapid Resolution (RR)	0				0

Clients returned to the street (failures)	11				11

Clients moved into permanent housing from CSH (successes)	15				15
Clients moved into permanent housing through RR (successes)	0				0
Clients moved into permanent housing through Outreach (successes)*	0				0
TOTAL HOUSED FROM LIST OF 200	15				**15**

The data is divided by CV 200 clients – the by-name list of chronically homeless individuals that CVAG maintains in partnership with law enforcement and code enforcement – and non-CV 200 clients. There were no non-CV 200 clients served this quarter. CVAG staff has set a goal of permanently housing 65 individuals this calendar year.

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

CVAG staff also tracks how long individuals are staying in the program before being housed or returning to the street. The goal is to exit clients within 90 days to permanent housing solutions. Over the past three years, it is not uncommon for the length of stay to exceed 100 days. For the first quarter, the CV 200 clients who successfully exited the program into permanent housing stayed in a crisis stabilization unit on average for **117 days**. Those CV 200 clients who exited the program unsuccessfully stayed on average **54 days**.

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

Fiscal Analysis: The CV Housing First program, including the staffing and CV 200 program, is incorporated into the CV Housing First budget, which has been funded by contributions from cities and Riverside County grants.

ITEM 7E

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Ending CV Housing First in the City of Desert Hot Springs**

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

Recommendation: Authorize the Executive Director to wind down CV Housing First services in the City of Desert Hot Springs, including removing the City's allocated slots from the CV 200 list

Homelessness Committee: Concurred (Meeting of May 15)

Background: In 2021, the same year that CV Housing First became an in-house operation, the CVAG Executive Committee authorized the Executive Director to negotiate and execute Memorandums of Understanding (MOU) with member jurisdictions to secure multi-year funding commitments for the CV Housing First program. CVAG also has maintained the $100,000 annual contribution request to city partners, and most cities approved MOUs for one or more years. This has allowed the program to benefit consistent financial support from Riverside County and all its participating cities. Desert Hot Springs was one of the cities that did not execute a funding agreement and CVAG has maintained the past-practice of annual billings.

In October 2023, the City of Desert Hot Springs opened the doors to a city-owned emergency homeless facility called The HUB. Under a limited-term contract with Martha's Village and Kitchen, the City has been providing both daytime services such as case management, showers, meal distribution and cooling shelters. They also have overnight beds for up to 26 clients. The City had included some funding in its two-year budget for the launch of The HUB, and received significant financial support from the County. But the funds secured to date has not been enough to fully cover the estimated $1.5 million in annual operating costs.

In recent months, City staff has reached out to CVAG staff to discuss its $100,000 contribution to CVAG's CV Housing First program. The City staff have applauded the program but have identified this contribution is needing to be reallocated to The HUB as part of a budget proposal that includes dipping into City reserves. The Desert Hot Springs City Council met May 7 to discuss the recommendation and next steps for The Hub. In public comment for the meeting, CVAG staff requested that the City at least pay for this fiscal year's services, as the invoice has been outstanding since August 2023. Council voted 4-1 to move ahead with a broader budget proposal that includes reallocating CVAG's anticipated funding to The HUB.

CVAG staff is now recommending that CV Housing First services be wrapped up in the City of Desert Hot Springs. This would be done in a few steps to provide a smooth transition. First, CVAG staff would wrap up the case management services and hopefully permanently house the three Desert Hot Springs clients currently being served. Staff will also cease outreach services in the

City. In the coming months, CVAG staff would also look at securing crisis stabilization units in other cities to offset the units that CVAG has in the City. These are apartments, leased by CVAG, that where clients temporarily stay while they work with case managers to secure permanent housing solutions.

Finally, the recommendation would authorize the Executive Director to cut the City's slots on the CV 200 list. The CV 200 is the by-name list of chronically homeless individuals who are identified by local law enforcement, code enforcement, and other program providers as the most familiar faces. The list is reset annually as CVAG and its partners identify the highest utilizers of public resources — those who frequently interact with public safety and police, loiter in front of local businesses, and often use local emergency rooms for healthcare. The City of Desert Hot Springs had 25 of the CV 200 slots this calendar year. Two were permanently housed this year, and another three are existing clients that CVAG staff is actively trying to house. Any remaining spots would be cut from the list.

Fiscal Analysis: The CV Housing First program, including the staffing and program operations, is funded by contributions from member jurisdictions and grants. CVAG's city and tribal member jurisdictions are each asked to contribute $100,000 a year for the operations. Riverside County's contribution, which is secured through June 2026, provides $359,711 annually.

Support for the CV Housing First program, and the transition to in-house operations, has been consistent until now.

Desert Hot Springs staff has said the City intends to pay CVAG for this fiscal year's services, for which the City was billed in August 2023. CVAG's Fiscal Year 2024/2025 Budget, which will be presented to the Executive Committee in June, will not anticipate a contribution from Desert Hot Springs. The program is expected to cost about $1.7 million this year and staff is making adjustments to the program to address both rising expenses and decreased revenue in the coming fiscal year. As demonstrated in a separate financial report, there are ample program reserves for this program that could be used as well. Staff will also be exploring other funding opportunities, such as grants.

ITEM 7F

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Securing federal and state funding for regional transportation projects**

Contact: Randy Bowman, Transportation Program Manager (rbowman@cvag.org) and Emmanuel Martinez, Program Manager – External Affairs (emartinez@cvag.org)

Recommendation: Authorize the Executive Director to commit regional transportation funding to maximize leveraging points in federal and state grant applications, with the condition that actual expenditure of funds would be dependent on securing grant funding for the projects that are consistent with CVAG's legislative platform and the Transportation Project Prioritization Study

Transportation Committee: Concurred (Meeting of May 6)

Background: Positioning CVAG to compete for and secure outside funding for transportation projects is a key component to an overall strategy for realizing financial feasibility to build capital projects. Securing state and federal grants helps to address financial cash flow concerns for capital projects. In past reports, CVAG staff has informed the committee regarding the impact decreased outside funding has on cash flow, which hinders the region's ability to build critical transportation projects. Securing outside funding decreases the financial burden on CVAG and its member agencies, allowing local and regional transportation funds to instead be used on other priorities.

CVAG has shown great success in securing competitive funding when it authorizes the use of regional transportation funding as a match. This has led to large, high-profile awards in the Active Transportation Program and the Local Transportation Climate Adaptation Program. In the coming months, many funding opportunities are expected to materialize and CVAG staff is working with agency partners to identify projects that would be poised to secure the funding. Part of this is due to the Inflation Reduction Act and the Infrastructure Investment and Jobs Act infusing dollars to various programs, including new funding for transportation related projects. Given some upcoming funding opportunities, and knowing that CVAG's committees do traditionally do not meet during the summer months, CVAG staff is seeking authorization for the Executive Director to commit local funds for upcoming state and federal funding opportunities for projects that are consistent with CVAG's legislative platform and the Transportation Project Prioritization Study. This request will help position CVAG to better compete for these funds while addressing timing issues when committees go dark.

While this action would apply broadly to federal and state grants, this staff report highlights some immediate opportunities.

Local Transportation Climate Adaptation Program (LTCAP)

The LTCAP is a state program administered by the California Transportation Commission (CTC). This program is funded by federal Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation formula funds (further detailed below), which allocated $252 million to the state over five years through 2026. In addition, the state allocated $148 million general funds dollars to the program, and the CTC issued the first round of funding in 2023. In the inaugural funding cycle, CVAG was successful in securing $50 million for its Addressing Climate Change, Emergencies and Sandstorms (ACCESS) Indian Canyon Drive project. The goal of the project is to increase Indian Canyon Drive's climate resiliency and address the frequent and prolonged road closures due to flooding and blowsand.

Although the LTCAP is anticipated to only have one more cycle of funding, CVAG staff has identified this as an opportunity to fund roadways similarly impacted by climate related weather events. Last year, the program awarded $309.3 million to projects throughout the state. For Cycle Two, the program will allocate $90.7 million to projects in the state. The deadline to apply is August 30.

Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT)

The PROTECT program is administered by the US Department of Transportation (USDOT) and aims to fund highway and transit projects. The goal of the program is the same as the LTCAP, which is to enable communities to address climate vulnerabilities and increase the resilience of surface transportation infrastructure from the impacts of sea level rise, flooding, wildfires, extreme weather events, and other natural disasters. It is anticipated that USDOT will release the notice of funding opportunity late summer. The program allocates $1.5 billion formula grants each year over a period of five years. The discretionary component of the program is allocated $300 million in the next funding cycle, and each year thereafter through 2026.

Safe Streets and Roads for All (SS4A)

The SS4A program is administered by the USDOT with the focus on funding projects that improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation projects. The program includes all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. Given the Local Roadway Safety Plan work completed by member cities, CVAG staff has identified SS4A as an opportunity to build on those plans by creating a regional plan to identify systematic safety improvements for regional roads. If successful, this funding can position CVAG and our member cities to apply for construction projects to implement the regional plan. For this upcoming funding cycle, there are $1.2 billion dollars allocated to the program and the application deadline is August 29.

Active Transportation Infrastructure Investment Program (ATIIP)

The ATIIP is a new competitive program administered by the Federal Highway Administration (FHWA). For the current funding cycle, FHWA allocated $44.5 million for the program. ATIIP will award two types of grants: Planning and Design grants and Construction grants. CVAG staff has identified this source as a potential opportunity to increase outside funding for the construction of Arts and Music Line project. The deadline for this application is June 17.

Reconnecting Communities Program (RCP)

The RCP is administered by the USDOT and aims to increase access to daily destinations, such as jobs, schools, medical facilities, recreation and other key destinations. Specifically, the program's goals are to reconnect communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity. CVAG applied to this funding source in FY 2023 for ACCESS Indian Canyon Drive but was unsuccessful in securing this highly competitive and discretionary funding. CVAG staff requested a debrief and learned that the ACCESS application received a high recommendation and was encouraged to reapply for FY 2024. The program received 682 applications requesting a total of $11.6 billion. Of those, 197 projects received a high recommendation, totaling $5.5 billion. Only 132 projects totaling $3.3 billion were awarded. CVAG's project was one out 65 that received a high recommendation but was not selected. Total funding of $200 million will be available in the next funding round. Although the notice of funding opportunity has not been released yet, applications are anticipated to be due in late fall.

Fiscal Analysis: The funding opportunities identified by CVAG staff have a maximum federal share of 80 percent, requiring a 20 percent non-federal match. The exact amount of funds needed for local or regional match for each respective funding source identified above will be finalized as staff finalizes the respective applications. However, showing a match of at least 20 percent can help maximize points and increase the competitiveness of a project as it demonstrates local commitment to the project. Staff is recommending that, with approval of this item, the allocation of regional transportation funding is conditioned on successfully securing grant funds from the programs identified above.

Staff would also note the steps that CVAG has taken to increase its responsiveness and competitiveness to apply for state and federal funds. In February 2024, the CVAG Transportation and Executive Committees approved the Qualified Professional Services Vendor List. This pool of qualified vendors streamlines CVAG's ability to contract professional services for recurring and routine professional service, including engineering, grant writing and outreach and engagement activities. The list currently has 14 vendors that either provide grant writing services, outreach and engagement services, or both. These services are key upfront activities as a large majority of grants require community engagement and involvement to demonstrate local community support for projects. To further assist in these efforts, and given the number of funding opportunities, the Executive Committee also approved in April 2024 an update to CVAG Policy No. 21-04 Procurement Policy & Procedures. Collectively, these actions will enable CVAG to better respond to, and compete for, outside funding.

ITEM 7G

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Changeable Message Signs in Desert Hot Springs**

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

Recommendation: Authorize the Executive Director to approve Amendment No. 1 to the Reimbursement Agreement with the City of Desert Hot Springs to provide for additional $563,671.55 to cover city-approved costs necessary to complete construction of Changeable Message Signs

Transportation Committee: Concurred (Meeting of May 6)

Background: In recent years, CVAG and its member jurisdictions have made significant investments to address the long-standing challenges of low-water crossings that prove impassable during flooding and blowsand events. Much of this work has been guided by CVAG's Flood & Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley. Along with many other problematic locations, two key corridors were identified in the report that connect the City of Desert Hot Springs with the City of Palm Springs and the rest of the Coachella Valley: Palm Drive/Gene Autry Trail and North Indian Canyon Road. These connections are critical for both cities, and especially so for Desert Hot Springs as Palm Springs has the only designated Level I Trauma Center in the Coachella Valley at Desert Regional Medical Center. Flooding and Blowsand events occur with increasing frequency and disrupt commuters and emergency vehicles utilizing these corridors.

The final report was presented to the Transportation and Executive Committee in late 2020. The report identified changeable message signs (CMS) as a strategy to improve communication to motorists on the two corridors, allowing them to locate alternative routes when flooding and blowsand events take place. With a messaging system on both sides of Interstate 10 and the Whitewater River, the City of Palm Springs and the City of Desert Hot Springs will be able to jointly coordinate and direct motorists to detour routes during flooding or blowsand events. The messaging system can also be utilized to notify motorists of conditions on the Interstate and other important travel information on an ongoing basis.

The regional synchronization of traffic signals is also underway through CV Sync. Phase I of CVAG's CV Sync project included the three top-ranked corridors: Highway 111, Ramon Road and Washington Street. Phase II includes 21 additional corridors including Palm Drive/Gene Autry Trail and North Indian Canyon Road. Phase II of CV Sync includes CMS at these two roadways in the cities of Desert Hot Springs and Palm Springs.

In order to expedite the CMS signs, CVAG's Executive Committee in February 2021 authorized a reimbursement agreement with the City of Desert Hot Springs to get the CMS signs planned for Palm Drive and North Indian Canyon completed without waiting for the rest of the Phase II work. At the time, CVAG was just awarding the construction contract for Phase I. The agreement

authorized up to $703,591 for the project, with CVAG responsible for reimbursing 100% of the costs as the work would eventually be folded into CV Sync.

The City of Desert Hot Springs has been the lead agency for this work since it was handled outside of the rest of the Phase II work. CVAG staff has recently become aware that the City, dating back to June 2022, has authorized design changes that have left this project over its original budget. The CMS on Indian Canyon required relocation from City of Palm Springs right-of-way to Riverside County right-of-way due to a conflict with a commercial development planned for the original location. This move then necessitated that Southern California Edison (SCE) require the service connection location to be significantly further away than originally indicated, requiring trenching through difficult terrain. Desert Hot Springs staff authorized the additional work, which was completed under both City and SCE inspection. The City negotiated this relocation and obtained the construction permit from Riverside County.

City staff has estimated these changes have increased costs by approximately $563,671.55. The work was authorized and completed by Crosstown Electric and Data, Inc., which is also the contractor completing CV Sync construction. The City did not conduct a detailed analysis at the time to determine the veracity of this number. Since it has been brought to CVAG staff's attention, CVAG staff requested a thorough review of the City's request by the CV Sync construction manager, TKE Engineering (TKE). TKE has also been asked to assist the City in preparing the corresponding Change order to the City's construction contract with Crosstown Electric and Data, Inc. (Crosstown).

The City is requesting reimbursement for a change order necessary to cover the following items:

Crosstown 1	$268,675.69	Indian Canyon Construction
Crosstown 2	$201,175.86	Indian Canyon Construction
Advantec 1	$22,800.00	Indian Canyon Redesign
Advantec 2	$12,500.00	Palm/Indian Canyon Constr. Support
Omnis Engineering	$33,300.00	Palm/Indian Canyon Support
Earthwork Systems	$25,880.00	Storm Sediment Removal IC
	$563,671.55	

TKE reviewed all information provided by the City and by the construction contractor Crosstown. A summary of TKE's analysis of the costs associated with the project design changes is attached. TKE will assist the City in preparing a contract change order between the City and Crosstown. This effort will ensure that there is a meeting of minds between all parties and ensure that the Agreement Amendment will not require additional changes at a later date.

TKE concluded that, *"…the invoices for work were reviewed consistent with Caltrans Specifications. The equipment rental rates, labor rates, markup (assuming no TRO bid item) and amount of time spent for the character of work and amount of work all appear reasonable based on experience with work of a similar nature in the same area… Based on this analysis, it is recommended that the invoice be paid. It is clear from the record that the location presented difficulties for the proposed construction method (i.e. boring) which led to substantial additional work related to the rocky nature of the ultimate location of the CMS. This rocky nature prevented boring for much of the length and manual excavation, shoring, disposal of material, replacement with slurry and restoration all added substantially to the costs for the work. In addition, the distance to the ultimate service point location was substantially more than originally assumed in the base bid."*

Given the analysis by TKE, CVAG staff recommends that the Executive Director be authorized to approve Amendment No. 1 to the Reimbursement Agreement with the City of Desert Hot Springs to provide for additional costs necessary to complete the CMS construction. T

Fiscal Analysis: Amendment No. 1 shall not exceed $563,671.55, bringing the total amount of the Reimbursement Agreement with the City of Desert Hot Springs to a not-to exceed amount of $1,267,262.55.

The existing Reimbursement Agreement for the CMS signs to be constructed on Gene Autry Trail and North Indian Canyon Drive is $703,591. Phase II of the regional signal synchronization project is currently funded entirely with Measure A and federal Congestion Mitigation and Air Quality (CMAQ) funds. As with Phase I, there are no direct design/construction costs allocated to CVAG's participating jurisdictions.

The additional $563,671.55 would be 100% reimbursable by CVAG. Transportation funds are available for this amount.

Attachments:

1. Amendment No. 1 to the Reimbursement Agreement with the City
2. Cost analysis from TKE

AMENDMENT NUMBER ONE
to the
Agency Reimbursement Agreement
Between
CVAG and the City of Desert Hot Springs

This **AMENDMENT NUMBER ONE** is made and entered into this **3rd day of June 2024**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency **(CVAG)**, and **the City of Desert Hot Springs (City)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated February 22, 2021.

1. **This Amendment Number One authorizes CVAG funds in the amount not to exceed $563,671.55 for a Change Order necessary to address unforeseen field conditions in the construction of two Changeable Message Signs in the City of Desert Hot Springs.**
2. **The total cost of the project shall not exceed $1,267,262.55.**

Original Contract	February 22, 2021	$703,591.00
Amendment Number One	June 3, 2024	$563,671.55
Total Contract not-to-exceed		**$1,267,262.55**

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

By: _____
Tom Kirk, CVAG Executive Director

Date: _____

CITY OF DESERT HOT SPRINGS

By: _____
Frank J. Luckino, City Manager

Date: _____

DRAFT

April 19, 2024

Eric Cowle
Transportation Engineer
Coachella Valley Association of Governments

Subject: CVAG- Desert Hot Springs- Changeable Message Sign Construction Invoice Review

Dear Mr. Cowle,

I have been asked to review the documentation surrounding an invoice from Crosstown to Desert Hot Springs which will be reimbursed by CVAG for construction work related to a Changeable Message Sign (CMS). This CMS is part of the CV Sync program, although not formally part of the CV Sync project (phase 1 or 2). I find that the invoiced costs for unforeseen work is adequate and eligible for payment with non-Federal or State matching funds. However, without confirming the exact source of funds for payment, I cannot confirm whether all requirements for funding are met and my review is general in nature for overall accuracy of invoicing and reasonableness of costs as claimed by the contractor.

Review:

The Coachella Valley Association of Governments (CVAG) received a reimbursement request from the City of Desert Hot Springs consistent with a bilateral agreement to pay for costs of a CMS in the City of Desert Hot Springs which would be connected to and part of the overall CV Sync network and program. The City selected Crosstown Electrical & Data as their contractor for the work and oversaw the work without support from CVAG. The overall design and specifications for the CMS matched the CV Sync program requirements and regional architecture.

Subsequent to bidding the work and during construction, certain challenges were encountered resulting in a change in location for the CMS and additional costs related to service point connections due to the SCE service point design. These resulted in costs over and above the bid amount which were documented in multiple letters from Crosstown, the contractor to the City of Desert Hot Springs. This documentation should be included in the project record.

Upon review of these letters, it appears that proper documentation has been provided to support payment. Please note the following qualifications:

- TKE Engineering and CVAG did not complete inspection of this work. No matching inspection records have been provided.
- It is unknown whether an inspector was present to support the full hours claimed for work
- Idle time for equipment has not been included in the calculation. Therefore, equipment which may have been idle may be present in the invoices which is inconsistent with Caltrans standard Specifications.
- The markup charged for labor is 35% while equipment and materials is 15%. This is acceptable if no TRO bid item was included.

As mentioned, the invoices for work were reviewed consistent with Caltrans Specifications. The equipment rental rates, labor rates, markup (assuming no TRO bid item) and amount of time spent for the character of work and amount of work all appear reasonable based on experience with work of a similar nature in the same area. Significant factors in the cost of work include the particular Service Point design and location (provided by SCE after bidding) and the location with rocky ground necessitating manual excavation instead of boring. This work also included shoring, additional vaults and additional unique features which increased the cost substantially.

Recommendation:

Based on this analysis, it is recommended that the invoice be paid. It is clear from the record that the location presented difficulties for the proposed construction method (i.e. boring) which led to substantial additional work related to the rocky nature of the ultimate location of the CMS. This rocky nature prevented boring for much of the length and manual excavation, shoring, disposal of material, replacement with slurry and restoration all added substantially to the costs for the work. In addition, the distance to the ultimate service point location was substantially more than originally assumed in the base bid. As a result, substantial additional costs were incurred as documented in two letters to the City. It appears there is sufficient documentation to support these costs and that these costs are reasonable with respect to the rates charged, markup and amount. A full review (including verification of accuracy of each individual invoice) has not been completed. Additionally, as the work was not inspected by CVAG or TKE, there is no independent record or supporting documentation available. It is recommended that payment of such invoices for reimbursement utilize non-Federal and non-State funds as this would not meet LAPM requirements and that a local funding source be utilized.

Thank you,

Justin Schlaefli, P.E., TE

Resident Engineer

TKE Engineering, Inc.

ITEM 8A

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Preview of CVAG's Fiscal Year 2024/25 Budget**

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

Recommendation: Information

Finance Committee: Approved moving the proposed FY 2024/25 budget forward to the Executive Committee for review and consideration. (Meeting of May 22)

Background: One of the roles of the CVAG Finance Committee is to review the preliminary budget and provide feedback and comments that staff can include as the budget is finalized with the Executive Committee. The CVAG Finance Committee met on May 22, 2024 to review CVAG's preliminary budget for Fiscal Year 2024/25. The budget covers the period July 1, 2024 through June 30, 2025. Staff also provided the Finance Committee with insightful statistics and comparisons for the upcoming fiscal year.

This year's budget uses the same conservative budget approach that CVAG has always maintained. Most project and overhead costs have been budgeted with significant increase from the FY 2023/24 year-end estimates. All overhead expenditures were budgeted with increases in line with recent inflation increases that have exceeded 2.9%. Other expenditures, including electricity costs and the rental costs associated with the CV Housing First program's crisis stabilization units, have been budgeted upwards of 7%. The FY 2024/25 Budget also continues the long-standing philosophy of relying heavily on non-local revenue streams – including grants, state and federal funds – for projects, programs and the staffing resources needed to implement them.

As discussed with the Finance Committee members, CVAG's agencywide budget depicts a deficit of approximately $10 million with most of the deficit coming from CVAG's internal Transportation Uniform Mitigation Fund (TUMF) monies as it projects increased spending on regional projects and drawing down on previous years' TUMF fund balance. On a smaller dollar level, but also of note, deficits are shown for several funds/cost-centers -- including the Used Oil and Tire Recycling programs in the Energy and Sustainability department – although the ending balances are positive which demonstrate use of prior years' fund balance accumulation. These deficits are mostly expected to be one-time occurrences due to the investment in a new Enterprise Resource Planning (ERP) system and related implementation costs which are spread across all cost-centers based upon overhead allocations. Staff would note that CVAG typically does not expend all of the budgeted costs in a given fiscal year and it is possible that some of these deficits will not be actualized. CVAG staff will continue monitor these funds/cost-centers throughout next fiscal year and report back to the Finance Committee.

CVAG staff presented certain budget items to the Administrative/Personnel Committee at its April 29, 2024 meeting as they related to membership dues and total salary costs. The Administrative/ Personnel Committee supported a 2.9% Cost-of-Living Adjustment (COLA) increase to staff salaries and salary ranges for FY 2024/25. This increase is in line with the relevant Consumer Price Index from the Bureau of Labor Statistics for Riverside County, which was 2.9% year-over-year in January 2024. In addition, the Administrative/Personnel Committee supported a 2.9% increase to the base amount of each member agency's CVAG membership dues. Traditionally, such increases are based on the same Consumer Price Index from the Bureau of Labor Statistics for Riverside County.

The Administrative/Personnel Committee was also briefed on the increase in Full-Time Equivalent (FTE) budgeted positions, which are increasing from 35 to 42 positions. Several of these positions were approved mid-year by the Administrative/Personnel Committee in response to the need for additional staff in the Transportation Department as CVAG continues to grow from a planning agency to one that is leading capital projects such as the improvements along Indian Canyon in Palm Springs that secured $50 million in grant funds. Other added positions include a grant-funded Management Analyst to coordinate the Coachella Valley Conservation Commission's new ranger program, and a new Program Specialist position to support the upcoming Enterprise Resource Planning (ERP) implementation. This increase will result in total Agencywide salary costs being budgeted at $5,212,312 for Fiscal Year 2024/25.

The Administrative/Personnel Committee has also concurred with the recommendation the Finance Committee made in February 2024 to address pension costs by continuing the Unfunded Accrued Liability (UAL) paydown approach. Based on the Committees' direction, a total payment of $250,000 is included in the FY 2024/25 budget. The most recently available valuation report dated June 30, 2021 shows the total CalPERS Classic UAL balance of $2,065,401, or a 83% funded status.

The budget anticipates a large upfront investment in the ERP implementation, which will enable CVAG to integrate its contracting, accounts payable/receivable, personnel, and financial transaction and reporting systems across all cost-centers/funds. The upfront costs and investment in an ERP system encompass many one-time expenses, such as ERP selection and implementation consultants, as well as backfill for certain staff managing the project. The total budgeted implementation costs allocated to all funds/cost-centers for ERP implementation are approximately $381,030 for 2024/25. Additional details related to the ERP related costs are further outlined in the Budget Overview section of CVAG's Draft FY 2024/25 budget.

Staffing costs associated with managing the CVCC and Desert Community Energy (DCE) are covered via staffing agreements.

The budget is now being presented to the Executive Committee for initial review. On June 24, 2024, staff will recommend approval of the budget by the Executive Committee and then by the General Assembly.

Fiscal Impact: The fiscal impact is included in CVAG's Draft Fiscal Year 2024/25 Budget attachment.

Attachment: CVAG's Draft FY2024/25 Budget

Annual Budget

Coachella Valley Association of Governments — FY 2024/25

DRAFT

Annual Budget

Coachella Valley Association of Governments — FY 2024/25

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From the Executive Director

TO THE HONORABLE 71 MEMBERS OF THE CVAG GENERAL ASSEMBLY

Riverside County Board of Supervisors; Mayors and City Council Members from the Cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage; and Tribal Council Chairmen and Members from the Agua Caliente Band of Cahuilla Indians, the Cabazon Band of Cahuilla Indians, the Torres Martinez Desert Cahuilla Indians and the Twenty-Nine Palms Band of Mission Indians

JUNE 3, 2024

AS WE CELEBRATED CVAG's golden anniversary during the 2023 General Assembly, incoming Chairman Scott Matas issued a thought-provoking call to action and encouraged us to think about the groundwork for the next 50 years. Imagining what our valley will be like in five decades can be daunting – and yet what makes CVAG so unique is our commitment to a shared vision for what it could be.

We envision a region with the transportation infrastructure to support a diversified economy, allowing our residents to walk, bike, travel by train, or even hop on a hovercraft when they want to get to work, school, medical appointments or visit family. A region resilient to increasingly hot temperatures and invested in innovative ways to conserve energy, improve air quality and make public spaces cooler through shade structures, urban greening, and other technological advances. A region with a sustainable network of utilities, where renewable energy sources are the norm, producing enough electricity to support battery-powered cars and the next era of business growth. A region where once threatened species thrive in their protected habitat. A region that not only advocates for, but secures, its fair share of state and federal funding. A region that looks out for all its residents and has an ample supply of housing solutions for less fortunate individuals such as the chronically homeless.

Every journey requires some first steps. The budget itself, presented here for your review and approval, is not just a financial document but a blueprint for how we move forward with innovative projects and programs that will benefit our entire region.

The record-setting $50 million award from the California Transportation Commission's (CTC) Local Transportation Climate Adaptation Program (LTCAP) means we finally have funding to solve to the frequent closing of Indian Canyon Drive in Palm Springs. CVAG's Addressing Climate Change, Emergencies, and Sandstorms (ACCESS) project is a prime example of how we are rethinking how we address our transportation challenges. From the 2019 flooding and blowsand study that analyzed more cost-effective solutions to the complete redesign of low water crossings, I'd argue that no other project better aligned with the state's vision for the LTCAP funding. Design is now well underway for the bridge structures that will keep the roadway open during weather events; the active transportation pathway that will connect to CV Link; the sand fencing that will keep the train station accessible for CV Rail; and the charging stations and renewable energy components that will benefit the entire community.

We are transforming how people get from point A to point B in the Coachella Valley. This year, we will be substantially complete with CV Link construction, and I know many of you will join me in exclaiming "it's about time!" Actions by the Transportation and Executive Committees in December 2023 and in April 2024 authorized additional construction contracts and we are finishing work in every city. The result will be nearly 40-miles along the Whitewater River (Coachella Valley Stormwater Channel), inclusive of undercrossings that keep cyclists and pedestrians from having to cross major arterials as well as the signature bridge that connects the Cities of Indio and La Quinta at the future Promontory Point access point. Projects by other agencies,

such as Coachella Valley Water District's work in the channel, have delayed some short connections throughout the route. In coming years, we'll work with member jurisdictions to finalize those additions and build a network of routes that help people get to and from CV Link.

A signature connecting route will be the Arts & Music Line, which is well under design in the cities of La Quinta, Indio and Coachella. Largely funded by the $36.483 million Active Transportation Program award, we are building nearly nine miles of protected bicycle facilities (Class 1 and Class 4) along Avenue 48, Van Buren Street, Hjorth Street, the La Quinta Evacuation Channel, and Dillon Road and more than six miles of new or upgraded Class 2 and Class 3 bikeways that directly connect the project to 11 disadvantaged schools. This summer, we expect the federal environmental documents will be finalized and 100 percent of the project plans completed. Construction should start in 2025.

Speaking of construction, CV Sync's Phase II is bringing signal synchronization to 21 corridors across the Coachella Valley. The work involves intersections in all participating jurisdictions, where crews are replacing conduit and installing highly technical hardware and software systems. It also includes technology that allows all participating cities to communicate and coordinate in real-time to manage traffic flow. The before-and-after data we have of the Phase I work along Highway 111, Ramon Road and Washington Street demonstrates how CV Sync's making it faster and more efficient to travel our regional corridors. The early deploying of CV Sync to manage visitors to BNP Paribas Open and the music festivals highlight the project's potential. In the coming year, we'll be working with our member jurisdictions to help communicate the benefits and address questions about why it may take longer to turn onto Highway 111 and other major streets to make traffic along the corridor move more swiftly.

CV Sync's "smart region" infrastructure will also help us build out a broadband network that reaches the unserved and underserved areas of the Coachella Valley. And Phase III of the project will help us develop Varner Road into a bypass to Interstate 10. But these much-needed projects often come with hefty price tags, which is why our team will continue to be ambitious and creative when it comes to securing outside funding. State and federal resources are not keeping up with needs, and the money we are bringing into the Coachella Valley has been secured through competitive applications. Without additional funding, new projects and ideas such as a regional pavement management program will be difficult to launch. We'll continue to advocate to leaders in Sacramento and our partners at Southern California Association of Governments and Riverside County Transportation Commission that program guidelines must be written in a way that allows us to fairly compete and allows us to secure our fair share. Especially after our success at Indian Canyon, I've also heard from some of our member jurisdictions interested in partnerships to secure outside funding – and I'd expect our committees will provide guidance in the coming year on how to lead the next big projects.

We're also working to secure big investments for our energy and sustainability initiatives. In recent months, CVAG has worked closely with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) to develop and implement a Priority Climate Action Plan (PCAP) for reducing greenhouse emissions and other harmful air pollution. We are now awaiting news from the Environmental Protection Agency on whether we will be awarded as much as $200 million for the Decarbonization and Equitable Climate Action and Resilience Building for the Inland Empire (DECARB IE) plan, which would include funding for light duty electric vehicle infrastructure as well as decarbonization at residences and public buildings. We also continue to pursue a wide range of applications related to extreme heat, climate adaptation

and urban greening. Climate data trends for the Palm Springs area indicate that unpredictable weather events such as extended droughts and major flood events are becoming even more frequent with climate change – and no area in California is better poised to show how state and federal investments can make an impact on the hottest of hot days.

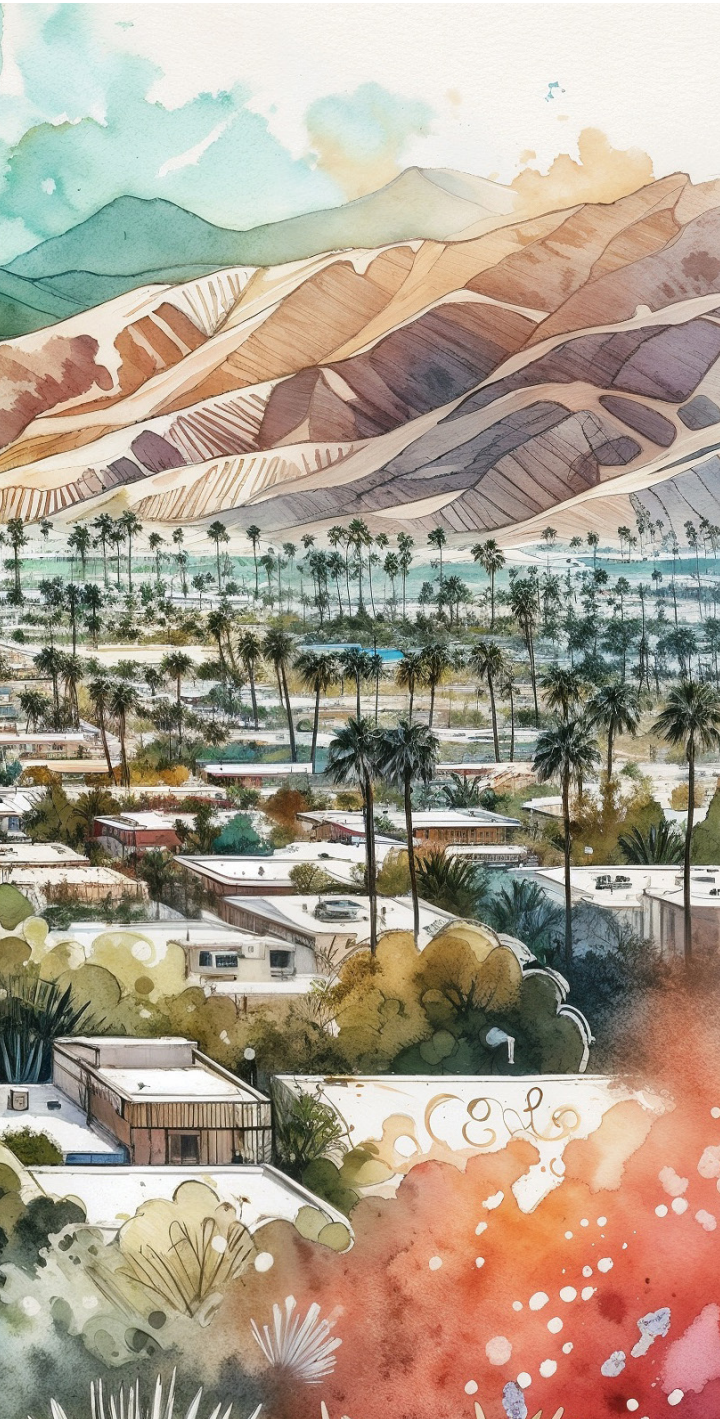
We also were outspoken on the need for a federal emergency declaration that brought needed resources to the region in the wake of Tropical Storm Hilary. The unprecedented storm in August 2023 wreaked widespread havoc across the Coachella Valley, destroying roadways, flooding homes and leaving entire neighborhoods under several feet of mud. Immediately after the storm, CVAG convened emergency management experts to discuss cleanup efforts and next steps with the Public Safety and Executive Committees. In the months since, we've pushed the region to address the new mud and sediment, comprised of fine silt, that Hilary left behind. This silt is much smaller than gravel and sand that is typically deposited during storms. Such small diameter material appears to be much more likely to become airborne, even during the fall – leading to alarmingly poor air quality that is not only bad for residents' health, but also bad for the health of the regional economy. Based on the preliminary findings of hourly PM10 data, there have been several days of extremely high levels of PM10 (Particulate Matter of 10 microns or less) since the storm. We'll continue to evaluate this air quality data as we work with South Coast Air Quality Management District and Desert Healthcare District/Foundation. We're also evaluating how it may be impacting our regional street sweeping program and address any changes to the route schedule in the months ahead.

We're also positioned for the programming rollouts related to the Inland Regional Energy Network (I-REN), which also is a partnership with WRCOG and SBCOG. I-REN is designed to connect residents, businesses, and local governments to nearly $66 million in resources to Riverside and San Bernardino Counties available through 2027. The deployment of programs in the three focus areas – Public Sector, Codes & Standards, and Workforce Education & Training – has taken longer than expected. But the framework of programs is essentially complete, and, in recent months, our team has been working directly with your agencies to identify the specific projects that can benefit this year to achieve increased energy savings for our communities.

Through staffing agreements, CVAG also continues to provide the staff for two other joint powers authorities. Desert Community Energy (DCE), a Community Choice Aggregation program that provides locally controlled and carbon free electricity options, is now entering its fifth year of serving the City of Palm Springs. We're now serving nearly 90 percent of the City's electric customers and helping the City achieve greenhouse gas emission reductions at a faster-than-expected pace. DCE continues to build its reserves and is on solid financial footing.

We're now in the 15th year of the Coachella Valley Multiple Species Habitat Conservation Plan implementation, which is led by the Coachella Valley Conservation Commission (CVCC). The CVCC and its partners continue to stay ahead of schedule in acquiring land, protecting more than 100,000 acres since 1996. This fiscal year, we completed the fence construction in the City of La Quinta and limited the Peninsular bighorn sheep from frequenting golf courses, roads, and backyards. We're assessing how to keep up this momentum, including an updated acquisition strategy that allows the CVCC to target different Conservation Areas on a rolling basis and reflects the CVMSHCP implementation progress and needs. We're also assessing how to manage the ever-increasing land management responsibilities, including the launch of a grant-funded ranger program.

The expansion of affordable housing opportunities will be critical to our CV Housing First program, where our staff have now found permanent housing solutions to more than 200 chronically homeless



individuals since bringing the program in-house in January 2021. This program is laser focused on serving the chronically homeless individuals known as the CV 200—a list of individuals which resets each calendar year—by working with local law enforcement, code enforcement and emergency room partners. CVAG's comprehensive approach includes rapid rehousing opportunities, maximizing case management while clients are living in CVAG's own apartments and rented hotel rooms, and building relationships with future clients through outreach. Our partnerships with agencies, behavioral health specialists and landlords have contributed to our success. But the lack of available "doors," increasing rents and housing voucher limits continue to limit our ability to broaden the program's scope.

We continue to be honest and transparent about our program metrics and the clients we can, and cannot, help get off the streets through this program. But we are undoubtedly transforming lives for people like Joseph Parker, a homeless father who had turned to drugs and was ready to give up on life before he saw our mobile access center on Highway 111. We reached him in a way others hadn't and, after extensive case management, got him a home at Veterans Village in Cathedral City.

We have big plans for this year, and our expanded and ever hardworking staff shares my excitement and commitment to achieving the objectives outlined in the budget. Much like the efforts to maximize non-local funding for transportation projects, most of our personnel costs are covered by grants and targeted project funding and we continue to look for those opportunities. Administrative investments such as an Enterprise Resource Planning (ERP) system, which will be implemented this year to replace our antiquated financial system, will result in efficiencies across all three agencies. I'm incredibly proud of their dedication to implementing programs which advance CVAG's and allied agencies' missions to improve transportation, conserve precious habitat, promote green energy solutions, and provide social services to those who are less fortunate. I look forward to the impact we will make in our region together.

Tom Kirk
Executive Director
Coachella Valley Association of Governments

P.S. A special acknowledgement to AI for its assistance in creating all of the images in this document. 😉

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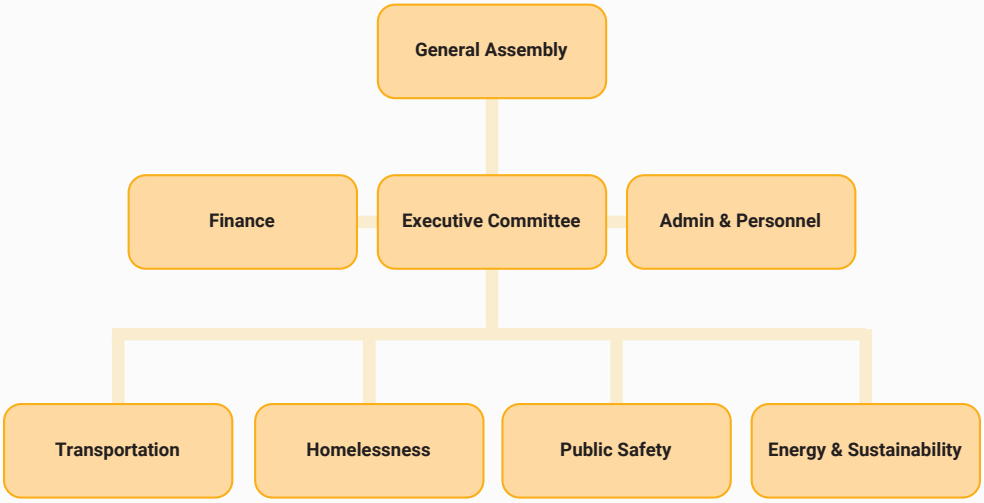

CVAG
General Assembly
Finance
Executive Committee
Admin & Personnel
Transportation
Homelessness
Public Safety
Energy & Sustainability

Accomplishments in 2023–24

Transportation

Secured one of the largest competitive awards in Coachella Valley history: $50 million from the Local Transportation Climate Adaptation Program (LTCAP) for the Addressing Climate Change, Emergencies, and Sand Storms (ACCESS) along Indian Canyon project. This includes improvements that protect at-risk transportation infrastructure, increase the community's climate resiliency, enhance mobility, preserve the environment, and improve public health and safety for residents and visitors.

Awarded more than $50 million in contracts to construct the final segments of the CV Link project, with substantial completion of all construction planned for December 2024 in the cities of Palm Springs, Cathedral City, Palm Desert, La Quinta, Indio, and Coachella.

Coordinated with the cities of Coachella and Cathedral City to develop CV Link community connectors that provide additional accessibility to the regional pathway.

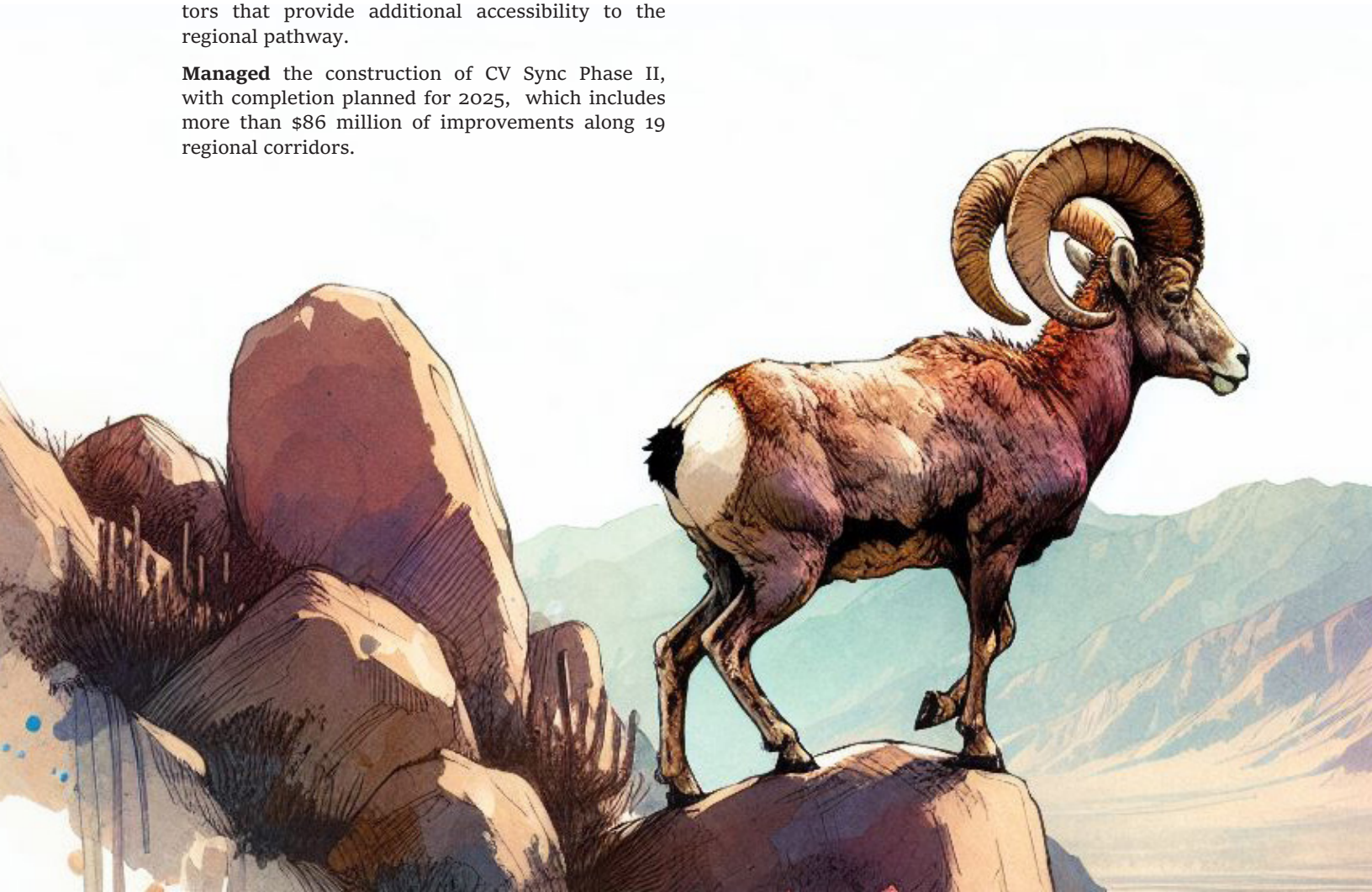
Managed the construction of CV Sync Phase II, with completion planned for 2025, which includes more than $86 million of improvements along 19 regional corridors.

Awarded the design of CV Sync Phase III–Varner Road to continue the project's development and design a bypass to Interstate 10.

Demonstrated the tremendous impact regional synchronization can have in managing traffic for the valley's largest events by working with cities for the Ironman triathlon, the BNP Paribas Open, and the Coachella and Stagecoach music festivals.

Continued the design of the Arts & Music Line project, with construction planned to begin in 2025, through the cities of La Quinta, Indio, Coachella, and unincorporated Riverside County.

Commenced the Coachella Valley Broadband Strategic Plan, a nearly $1 million grant-funded effort planned for completion in March 2025, to study solutions for areas in the Coachella Valley that are unserved or underserved with fast, reliable broadband service.



Coordinated with CVAG member agencies on opportunities to leverage the CV Sync project and expand broadband connectivity to municipal facilities and for commercial broadband in the community. Cities pursuing this include Indio, Palm Springs, and Cathedral City.

Supported the next stage of CV Rail by programming $6,632,729 of Coachella Valley's 2024 State Transportation Improvement Program (STIP) funding toward the Tier 2 environmental phase of developing passenger rail service between Los Angeles and the Coachella Valley.

Established the creation of a Qualified Vendor List to streamline and expedite the procurement of professional services.

Initiated development of a Regional Pavement Management Program for CVAG's Regional Arterial Roadway Network, which will ultimately reduce burdens on cities and the County to keep regional roadways in prime condition.

Advocated for the Coachella Valley's fair share of state and federal funding, including lobbying in Sacramento and appealing to the Riverside County Transportation Commission that grant guidelines needed to change.

Following CVAG Chair Scott Matas' call to action, launched an ad hoc committee to work with Caltrans on highway improvements to Interstate 10.

Energy & Sustainability

Convened stakeholders such as the South Coast Air Quality Management District and Desert Healthcare District/ Foundation to assess air quality data and address the growing concerns of dust caused by the debris from Tropical Storm Hilary.

Addressed the future of Coachella Valley electrical service by providing staff support to Imperial Irrigation District's Coachella Valley Energy Commission.

Launched the Long-Term Governance and Electrical Services Strategic Plan at no cost to CVAG thanks to the support of IID and Coachella Valley Water District.

Maintained CVAG's Regional PM10 Street Sweeping Program, with additional agreements providing regional street sweeping services through 2026.

Coordinated with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on the Inland Empire Regional Energy Network (I-REN), which is a multi-year, $65 million award across two counties and three councils of governments.

Worked closely with member jurisdictions' staff to identify public building projects that can be financed by I-REN in the coming years.

Rolled out Codes and Standards trainings and CivicSpark fellowships as part of the I-REN program.

Developed the Region's Priority Climate Action Plan and sought federal funding through the Environmental Protection Agency to fund decarbonization projects.

Partnered with the Governor's Office of Planning and Research and Integrated Climate Adaptation and Resiliency Program and accepted $100,000 from the Environmental Protection Agency's Environmental Justice Government to Government Program (EPA EJG2G) program for the Community Based Climate Resilience: California Extreme Heat Adaptation Planning project.

Continued work on longstanding programs such as tire recycling, used oil recycling and PACE, including securing additional funding for the tire amnesty program.

Pursued funding for a regional urban tree planting and shade initiative to increase shading, build climate resilience, and reduce the impacts of increased heat.

Community Resources

Secured permanent housing solutions for 58 of the CV 200 in CVAG's third calendar year (2023) of operating CV Housing First internally, with another 15 of the CV 200 housed in the first quarter of 2024.

Led a homelessness program that had transparent and regularly reported data, leading to multiple jurisdictions signing multi-year memoranda of understanding.

Coordinated additional resources for homeless individuals through partnerships and agreements that leveraged legal and behavioral health services for CV 200 clients.

Pushed the State of California to maintain the funding commitments made to the Regional Early Action Planning (REAP) program, including $19.4 million in awards to the Coachella Valley

Pushed for a federal emergency declaration following Tropical Storm Hilary and led additional disaster training so communities could secure additional funding and be better poised for the next environmental disaster.

Provided member jurisdictions with draft ordinances and public engagement ideas to regulate mylar balloons in public spaces.

Led regional advocacy efforts to raise awareness of the looming closure of Chuckawalla Valley State Prison and joined advocacy efforts to stop it.

Administration–Finance

Completed the initial steps in overhauling the agency's financial software with an Enterprise Resource Planning system.

Continued the phase-in of new budget software to streamline internal operations and gain efficiency for all three agencies.

Updated CVAG's State and Federal Legislative Platform and led consulting services in Sacramento as part of efforts to secure additional funding for regional projects.

Desert Community Energy

Celebrated four years (April 2020–April 2024) of serving Palm Springs residents and businesses with 100% Carbon Free electricity, which has been critical to Palm Springs reducing GHG emissions and helping address climate change.

Demonstrated financial stability by paying off the line of credit.

Negotiated amendments to the Resource Management Agreement and Task Order 2 with The Energy Authority, Inc., extending the term until 2027, and replacing the credit solution with a guaranty from the City of Palm Springs.

Approved a 15-year agreement for the Desert Sands battery storage project in North Palm Springs as part of DCE's Mid-term Reliability Procurement.

Updated DCE's Legislative Platform to include energy affordability into the set of policies DCE would support.

Executed a three-year services contract with Burke Rix Communications for marketing and outreach efforts.

Rolled out the Solar Option Program implementing the CPUC's NEM 3.0 decision.

Worked with the CVAG Transportation Department to identify solar opportunities in connection with the ACCESS project on Indian Canyon Drive.

Coachella Valley Conservation Commission

Entered the 15th year of the CVMSHCP implementation and continues to be ahead of requirements in acquiring habitat, as highlighted in the redesigned Annual Report presented in March 2024.

Completed the sheep fence project in La Quinta, and worked in coordination with the wildlife agencies to develop a Management and Monitoring Plan as well as a herding plan for the Peninsular bighorn sheep

Finalized one Minor Amendment to the Plan on the BLM Land Exchange with the Agua Caliente Band of Cahuilla Indians. Two Minor Amendments, including a Transfer of Conservation Objectives between the City of La Quinta and the Trails Plan are in process at the time of this publication.

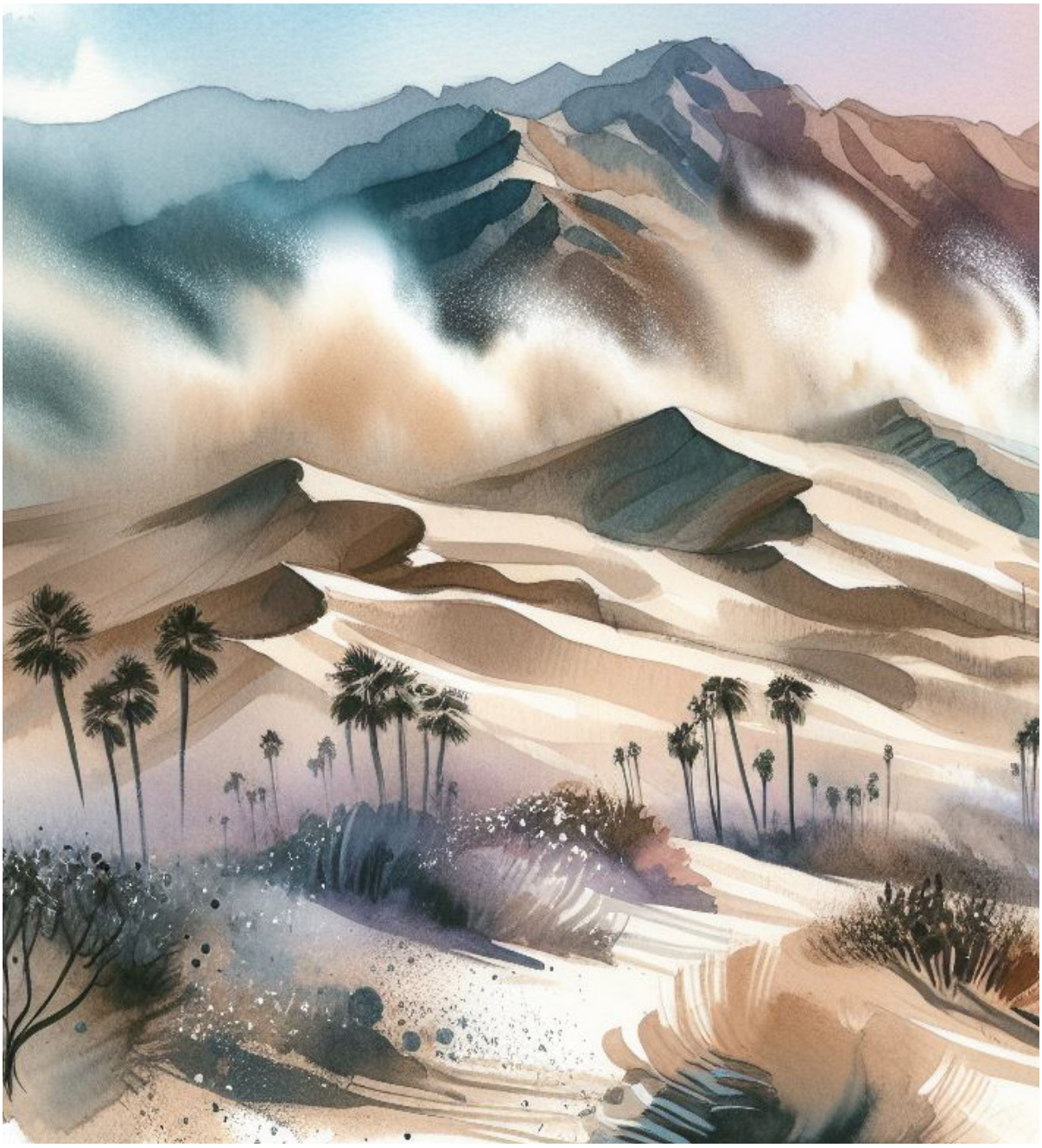
Awarded the largest non-acquisition grant since the inception of the CVMSHCP from a CDFW 30x30 NCCP implementation grant in the amount of $686,514, for a Wildlife Connectivity Assessment for Interstate 10 and closely associated transportation infrastructure in the Banning Pass.

Awarded a Climate Resiliency and Community Access grant from the Coachella Valley Mountains Conservancy in the amount of $371,721 to develop a Cooperative Ranger Initiative.

Worked with Oswit Land Trust and other partners to maintain the Palm Hills area, including a contract with the Southern California Mountains Foundation Urban Conservation Corps to provide cleanup and trail improvement support.

Increased engagement with the public through volunteer events and outreach in coordination with the Native American Land Conservancy and The Living Desert.

Coordinated with partners to manage more than 100,000 acres of conservation land, including continuing MOUs with the Desert Recreation District for maintenance and with the Desert Hot Springs Police and Riverside County Sheriff's Office to address enforcement issues in problematic areas.



Budget Overview

THE CVAG FISCAL YEAR 2024–25 BUDGET outlines outlines the revenues and expenditures for the projects and programs CVAG anticipates for the coming fiscal year. The budget mirrors the scope of topics that CVAG's programs cover, including transportation, energy, sustainability, community resources, and homelessness.

CVAG also has a General Fund that provides additional financial support for its day-to-day operations, including administrative costs and support for CVAG's policy committees. In light of changes to state law, and the unanticipated and unlikely case of funding shortfalls or liquidation of the CVAG JPA, the CVAG General Fund would stand to cover certain encumbrances, such as the Unfunded Accrued Liability of CVAG's defined benefit pension plan at CalPERS (discussed in the Expenditures section below), and help shield member jurisdictions from liability. The General Fund also supports various programs without special revenue or external funding sources and can help offset COLA salary increases. The General Fund is anticipated to grow by $794,986.

This year's budget uses the same conservative approach CVAG has always maintained. Most project and overhead costs are budgeted with a significant increase from the 2023–24 year-end estimates. All overhead expenditures are budgeted with increases in line with recent inflation rates which have exceeded 2.9%. Other expenditures, such as CVHF rents and electricity costs, have been budgeted upwards of 7%. It also continues the long-standing philosophy of relying heavily on non-local revenue streams—including local contributions, grants, and state and federal funds—for projects and programs, including the staffing resources needed to implement them. The budget demonstrates several new and substantial funding sources CVAG has secured and brought to the Coachella Valley.

The following provides a condensed summary of 2024–25 Budgeted Revenues and Expenditures. Subsequent pages of the budget, generally organized by department, provide additional details about the projects and programs.

REVENUES

Member Agency Dues are budgeted at $580,438, and the base amount is increased annually in line with the Consumer Price Index (CPI) for all items indexed (all urban consumers, Riverside-San Bernardino-Ontario from January to January) developed by the Bureau of Labor Statistics, United States Department of Labor. The Administrative/Personnel Committee, during its meeting on April 29, 2024, recommended the 2.9% CPI increase on the base amount. The dues are then applied to each non-tribal member agency based on calculated proportions of assessed values and populations. The tribal members are charged membership dues at the rate of the smallest dollar value for a non-tribal member.

Revenues from Measure A and the Transportation Uniform Mitigation Fee (TUMF) provide for the Coachella Valley's regional share of transportation programs. CVAG is charged with all transportation planning and administration of a multi-million-dollar regional arterial construction program. The Riverside County Transportation Commission (RCTC) stewards CVAG's share of the Measure A sales tax revenue, and CVAG then invoices RCTC on a reimbursement basis; overall, RCTC's draft 2024–25 budget projects

stable Measure A collections as compared to the prior year. At the return-to-source level, CVAG anticipates a significant increase in Measure A revenue reimbursements from RCTC in 2024–25 for CVAG's regional share of local arterials, particularly in the eastern Coachella Valley with major construction anticipated on Avenue 50 in the cities of Coachella and Indio, as well as for the construction of CV Sync and CV Link. Also of note in this year's budget is the Interstate 10–Monroe Ave Interchange, which will utilize both Measure A and TUMF as funding sources.

The budget assumes the completion of capital improvement projects such that the entire amount of Measure A expected to be collected by RCTC in 2024–25, as well as some reserves, will be drawn down to cover regional transportation project expenditures not already covered by external funding sources.

The 2024–25 TUMF revenue projections consider development trends in the Coachella Valley cooling since an initial surge post-pandemic, including in residential development, which has historically provided the bulk of fee dollars received. Lack of infrastructure, especially electrical utility connections, has stymied multiple major residential projects locally, but across the nation, high interest rates have driven down demand, while a continued labor shortage impacts housing supply. As a result, local building industry analysts predict residential buildout will either remain the same or slightly decrease compared to the previous year. The CVAG Executive Committee has approved a 3.6% inflationary adjustment, based on the Consumer Price Index, to the TUMF scheduled to take effect on January 1, 2025. Given anticipated stagnant residential development, CVAG is making a conservative projection of TUMF revenues, with minor adjustments to account for the inflationary adjustment to be applied over fees collected during the second half of the fiscal year.

Other Transportation Funding revenues provide external resources for CVAG's internally led projects such as the multi-million-dollar CV Link and CV Sync regional projects.

As CVAG completes major construction phases of CV Link in 2024–25, we anticipate receiving funding from external resources to cover project costs in the form of Active Transportation, State Transportation Improvement Program, Air Quality Management District funds, and Measure A, as well as funds from the Desert Healthcare District Foundation. A small portion of TUMF funds is anticipated to cover certain construction management costs as identified in the most recent TUMF Nexus Study. Please reference the Operating Transfers discussion on page 25 for additional information on the current and future accounting relationship for project expenditures funded by Measure A or TUMF.

The CV Sync project brings in federal dollars in the form of Congestion Mitigation and Air Quality (CMAQ) funds, as well as locally used Measure A sales tax dollars.

The Inland Regional Energy Network (I-REN) launched in 2022–23 and provides a significant shift for energy programs in the Coachella Valley. In years past, available funding resources were predominantly in the communities served by Southern California Edison. The launch of the I-REN ushers in a new era of programs and resources. The proposed I-REN budget through 2027 is nearly $66 million, which is a huge influx of annual investments to Riverside and San Bernardino Counties. The 2024–25 budget figures show roughly $750,000 projected as revenue to cover I-REN program costs which can be seen in funding throughout the Coachella Valley and in line with CVAG's commitment to share those resources across the entire region.

CVAG will continue to receive external funding from many member jurisdictions for its reputable CV Housing First program. However, the program will see a loss of revenue after the City of Desert Hot Springs voted to reallocate the anticipated program funds to another service. At the same time, the program is seeing rising costs related to permanently housing the chronically homeless known as the CV 200. The program will be dipping into its program reserves this year for the first time in recent history to continue the regional homelessness program. Staff is refocusing the program to serve participating jurisdictions and is exploring other funding opportunities, such as grants.

As investment income in the form of interest revenue affects all CVAG cost-centers/funds that maintain a fund balance, it is an important budgetary consideration. The Federal Open Market Committee (FOMC) held rates steady at 5.25%–5.50% during their meeting in March 2024. According to the Chicago Mercantile Exchange Group's FedWatch Tool, target rate probabilities indicate roughly a 40% probability of rate cuts beginning in September 2024. Given the

many unknowns and the impossibility of predicting future interest rates, CVAG has used conservative budgeting techniques to account for a potential decrease in investment income in 2024–25.

EXPENDITURES

The budget anticipates a large upfront investment in an enterprise resource planning system (ERP), which will enable CVAG to fully integrate its contracting, accounts payable/receivable, personnel, and financial transaction and reporting systems across all cost-centers/funds. The upfront costs and investment in an ERP system encompass many one-time expenses, such as ERP selection and implementation consultants, as well as backfill for certain staff managing the project. The total budgeted implementation costs allocated to all funds/cost-centers for ERP implementation are approximately $381,030 for 2024–25. These services include external consultants to assist with project management as well as the software vendor's implementation costs. Additionally, CVAG allocated a position to provide backfill for ERP implementation.

Once implementation is complete, CVAG staff anticipate the annual costs will decrease in 2025–26. From a broader perspective, the 2024–25 budget is also sensitive to unknown and continued inflationary factors in the coming fiscal year. All expenditures were evaluated on a line-by-line basis, and projected increases in prices were applied agency-wide for conservative budgetary practices. These costs, like other overhead costs, are budgeted across departments and cost-centers/funds based on the budgeted personnel costs charged to each cost-center/fund.

With such wide-ranging responsibilities for the three agencies it administers, CVAG's staffing levels remain extremely lean. Independent contractors and consultants are utilized extensively to deliver projects and run programs. In the 2024–25 budget are some new titles for positions that were not anticipated in the previous budget but were recommended by the Administrative/Personnel Committee in January and April 2024. These changes ensured that CVAG's internal structure was better aligned with the staffing needs of the programs and policies that the Executive Committee approved, all while staying within CVAG's authorized personnel budget. The cost of positions filled is often covered by funding secured for the specific programs, including transportation funding or reimbursement from agencies such as CVCC and DCE. This allows overhead costs to be spread more widely across various funding sources, reducing the impact on the General Fund as well as all other funds accounted for as cost-centers in the agency.

The Administrative/Personnel Committee, at its April 29, 2024 meeting, recommended a 2024–25 2.9% cost of living increase for salaries (based on the same index used when evaluating Member Agency Dues), which amounts to approximately $140,979 and is included in the total. This increase is in line with the relevant Consumer Price Index from the Bureau of Labor Statistics for Riverside County, which was 2.9% year-over-year in January 2024.

Total Agencywide salary costs are budgeted at $5,212,312. Of this amount, $684,058 is budgeted as part of Capital Outlay for specific capital projects in line with the annual audited financial statements; therefore, $4,528,254 is reflected in the Salaries line item in the 2024–25 budget. As outlined to the Administrative/Personnel Committee, the main reason for the significant increase in salaries is due to the increase in Full-Time Equivalent (FTE) budgeted positions from 35 to 42. Several of these positions were approved mid-year by the Administrative/Personnel Committee in response to the need for additional staff in the Transportation Department as CVAG continues to grow from a planning agency to one that is leading capital projects such as the improvements along Indian Canyon in Palm Springs that secured $50 million in grant funds. Other added positions include a grant-funded Management Analyst to coordinate the Coachella Valley Conservation Commission's new ranger program, and a new Program Specialist position to support the upcoming Enterprise Resource Planning (ERP) implementation. It is important to note that CVAG has never exceeded its Agencywide Personnel budget and typically remains several hundreds of thousands of dollars below budget each year.

In addition, all budgeted yet vacant positions were budgeted above the minimum of the salary range; their actual salaries may end up being less than budgeted.

In 2023–24, CVAG implemented a new performance management system that established a link between annual reviews and merit increases by eliminating the former Step-Pay approach, which generally saw 5% salary increases across the board, and replaced it with a Merit-Pay structure based on an open salary range philosophy with variable percentage salary increases each year for each employee based on performance. Under the new system, in the 2024–25 budgeted salaries, merit increases ranged from 1.25% to 7%, averaging 4.5% as weighted by dollars of actual increases.

Fringe benefits were budgeted at the position level based on known factors with some room for unexpected enrollment activity. The wellness plan offered by CVAG was budgeted at 100% participation, yet actual participation is typically under budget. In addition, all budgeted yet vacant positions were budgeted at the family plan offering amount. Given the timing of potential hires and their actual benefit elections, these actual benefit costs are expected to come under budget.

Pension liability is a significant budgetary concern for nearly every governmental agency in California. CVAG participates in the California Public Employee Retirement System (CalPERS) and makes contributions for its employees every pay period. Starting July 1, 2024, CalPERS employer contribution rates will increase 0.05% to 13.31% for Classic plan employees and 0.18% to 8.18% for PEPRA plan employees. In addition to these bi-weekly costs, government agencies have seen the pension liability grow as retired populations live longer and costs continue to increase. As a percentage of salaries, CVAG had an average of 74% PEPRA plan employees throughout 2023-24; which is higher than the CalPERS Retirement System Active PEPRA Payroll as a Percent of Total which is roughly 58%. In general, the more PEPRA payroll exposure an agency has the lower its future obligations.

In addition to the annual minimum payments needed to meet CalPERS funding requirements, CVAG must reduce the remaining Unfunded Accrued Liability (UAL), which accounts for the projected future costs of maintaining the CalPERS plans. Although CVAG carries a smaller UAL than many other agencies, a prudent decision has been made by CVAG Administrative/Personnel and Finance Committees to make Additional Discretionary Payments (ADP) to the UAL each year. The first ADP was made in the amount of $1 million in 2019–20. CVAG made ADPs in 2021–22 for $112,311, 2022–23 for $101,343, and the 2023–24 payment is anticipated at $141,946. This ADP plan has evolved as the UAL has changed each year, and the total payment budgeted for 2024–25 is $250,000, representing an ADP of $108,054. CVAG's funded ratio for the Classic plan was 83.0% at the most recent valuation date which is higher than the public agencies average of 73.5%, indicating that the ADP plan has been effective in lowering CVAG's overall future UAL costs.

The Finance Committee anticipates revisiting the UAL payment annually to provide direction based on evolving information like CalPERS fund performance each year. As is typical for governmental agencies, these costs are allocated to the various costing centers/funds based on respective personnel costs.

The Capital Project Summary included in this document is a listing of the major Capital Improvement Program projects scheduled for activity in 2024–25 as well as the following four fiscal years. The cost estimates for currently slated projects utilize many external sources of funding such as ATP, STIP, CMAQ, and AQMD, for example.

The projects listed in the Capital Project Summary will continue to be a focus of the CVAG Transportation and Executive Committees, which have directed CVAG staff to complete a cash-flow analysis of regional transportation projects.

With costs continuing to escalate on projects, major sources of revenue for many of CVAG's projects – including state and federal funding for bridges and interchanges – have been drying up. The federal infrastructure bill may inject needed funding into the region. In the coming fiscal year, CVAG will continue with a value-engineering study and updating project expenditure estimates for projects within CVAG's Transportation Project Prioritization Study (TPPS) and be seeking policy guidance from the

Transportation and Executive Committees on how to address cost sharing in the future.

It should be noted that the budget also identifies non-personnel costs, which are defined as all costs other than Salaries and Benefits, Consultants, Construction/Project Costs, Tenant Improvements and Debt Service expenditures. These non-personnel costs include indirect items to cover CVAG's overhead expenditures, such as office building rent, ERP system implementation and ongoing costs, utilities or general supplies along with the staff's proportionate share of general administration salaries and benefits, which become allocated to each department.

In the current budget, these non-personnel costs have been grouped into broader categories of Office Operations, Meeting Attendance Stipends, Employee Travel or Training, Facility Expenses, and Professional Services.

Office Operations represent expenditures such as printing, office supplies, and computer software. Meeting Attendance Stipends represents the costs paid in the form of meeting stipends to CVAG committee members and other nominal meeting support costs. Employee Travel or Training is largely represented by employee mileage reimbursements which is born by the CV Housing First caseworkers traveling across the Coachella Valley providing rapid rehousing solutions to Housing First clients and also include meeting registration for staff training across the agency. Facility Expenses include such costs as office maintenance, general liability insurance, and, increasingly, utility costs. Examples of Professional Services expenditures represent the cost of external consultants and independent contractors as well as legal and accounting services. CVAG also provides staff for the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE), with those expenses reimbursed under the terms of administrative agreements.

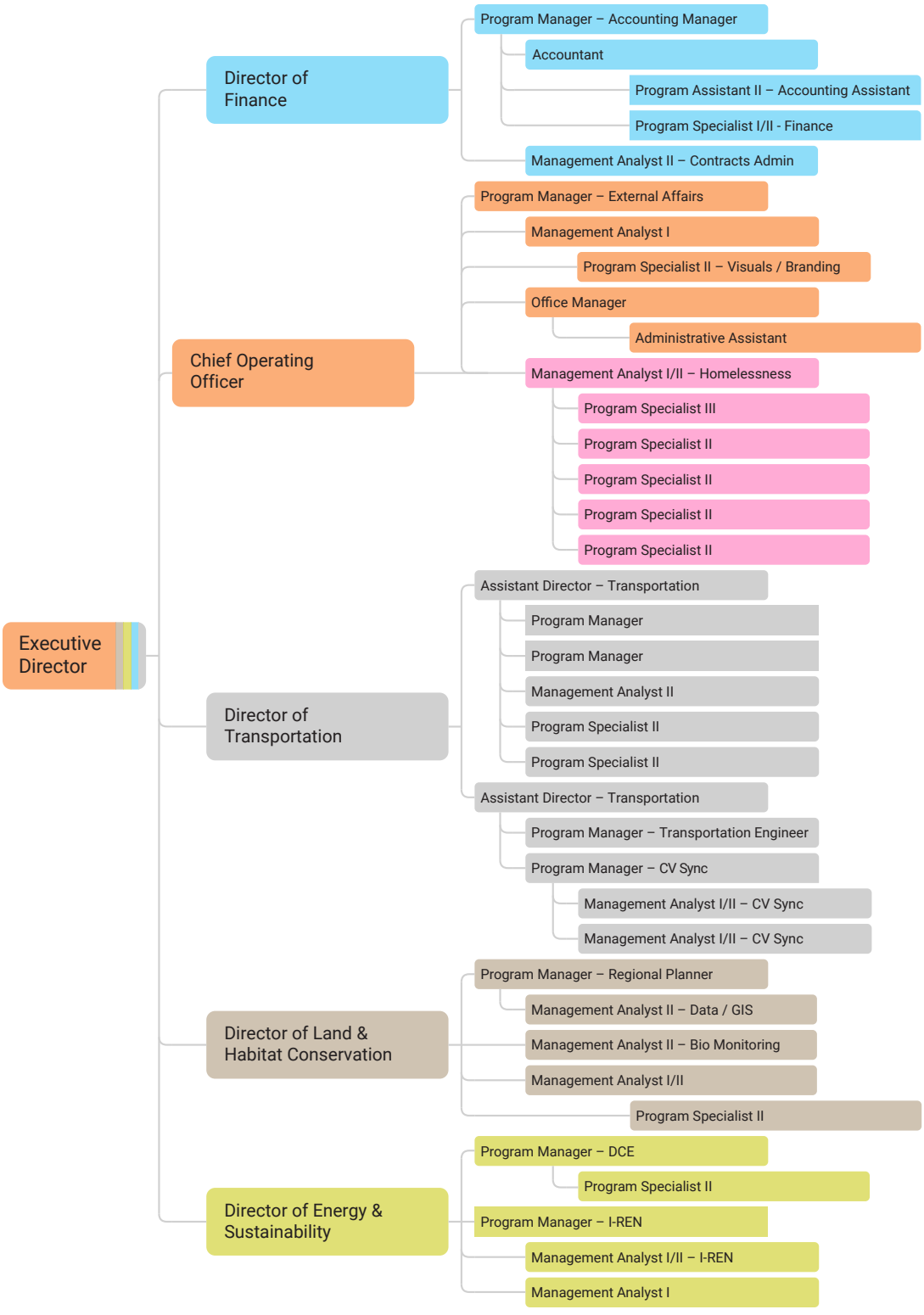
During the year ended June 30, 2023, CVAG implemented Governmental Accounting Standards Board (GASB) Statements No. 87 and No.96, for Leases and Subscription-Based Information Technology Arrangements. The qualified rent and subscription costs are split between Interest Expense and Debt Service. CVAG has a pending subscription-based IT arrangement for new ERP system, the present value of $523,035 for the whole subscription term is recognized as Capital Outlay–RTU and offset by the issuance of lease revenue in the General Fund in the 2024–25 budget. Additionally, in 2023–24, CVAG established a new fund titled "610 - Other Transportation Funding" to help account for various transportation funding sources that may not fall into a special revenue fund like Measure A or TUMF. Additionally, this fund will help account for transportation local share contributions.

Located in the 2022–23 Actual Costs column throughout the comparative budgetary information, is a line item listed as Gain/Loss and in 2022–23 represents paper losses required to be disclosed in the annual audited financial statements under US GAAP. Bond prices typically correlate inversely to interest rate yields so paper losses are likely to occur in a high interest rate environment while actual cash flow increases via investment income. As these gains/losses do not affect budgeted cash flows and have historically not been budgeted, they are only presented as actuals to ensure fund balances tie to the audited financial statements. The same holds true for the Debt Service and Interest Expense for Measure A related to revenue bonds issued by RCTC which also do not affect CVAG budgeted cash flows.

Finally, certain amounts in the prior-year budget, current year-end estimate, and actual financial statements have been reclassified for comparative purposes to conform to the presentation of the current-year budget. These reclassifications did not result in any change to previously reported net position or change in net position.

As part of the upcoming ERP implementation, CVAG will be performing a complete reassessment and reconfiguration of its Chart of Accounts. There are currently several funds/cost-centers that will be eliminated through this process and converted to projects to better track funding sources to expenditures. CVAG anticipates these changes to be reflected in the 2025–26 budget and eagerly anticipates the updates which will allow for more impactful reporting as well as a dynamic data set as opposed to the current linear structure.

ORGANIZATION CHART



ALLOCATED POSITIONS

*Denotes unbudgeted position

Class Title	Salary Range
Executive Director	Contract
Deputy Executive Director*	35
Chief Operating Officer	33
Director - Energy & Sustainability	30
Director - Finance & Administration	30
Director - Land & Habitat Conservation	30
Director - Transportation	30
Assistant Director - Transportation	27
Assistant Director - Transportation	27
Program Manager - Accounting/Finance	24
Program Manager - CV Sync	24
Program Manager - Energy & Sustainability	24
Program Manager - External Affairs	24
Program Manager - I-REN	24
Program Manager - Land & Habitat Conservation	24
Program Manager - Transportation	24
Program Manager - Transportation	24
Program Manager - Transportation Engineer	24
Management Analyst II - Land & Habitat Conservation	16
Management Analyst II - Community Resources	16
Management Analyst II - Community Resources*	16
Management Analyst II - Contracts Administration	16
Management Analyst II - GIS/Data	16
Management Analyst II - Transportation Engineer	16
Management Analyst II - Transportation - CV Sync	16
Management Analyst II - Transportation - CV Sync	16
Accountant	14
Management Analyst I - Administration	14
Management Analyst I - Energy & Sustainability	14
Management Analyst I - Land & Habitat Conservation	14
Office Manager	14
Program Specialist III - Community Resources	13
Program Specialist III - Transportation	13
Program Specialist II - Administration	11
Program Specialist II - Community Resources	11
Program Specialist II - Community Resources	11
Program Specialist II - Community Resources	11
Program Specialist II - Community Resources	11
Program Specialist II - Transportation Engineer	11
Program Specialist II - Accounting/Finance	11
Program Specialist II - Accounting/Finance	11
Program Specialist II - Energy & Sustainability - DCE	11
Program Specialist II - Land & Habitat Conservation	11
Program Assistant - Administration	7

SALARY SCHEDULE

Includes budgeted 2.9% COLA

Schedule	Minimum	Maximum
1	41,897	60,227
2	43,992	63,238
3	46,191	66,400
4	48,501	69,720
5	50,926	73,206
6	53,472	76,866
7	56,146	80,710
8	58,953	84,745
9	61,901	88,982
10	64,996	93,431
11	68,246	98,103
12	71,658	103,008
13	75,241	108,159
14	79,003	113,567
15	82,953	119,245
16	87,101	125,207
17	91,456	131,467
18	96,028	138,041
19	100,830	144,943
20	105,871	152,190
21	111,165	159,800
22	116,723	167,790
23	122,559	176,179
24	128,687	184,988
25	135,122	194,237
26	141,878	203,949
27	148,972	214,147
28	156,420	224,854
29	164,241	236,097
30	172,453	247,902
31	181,076	260,297
32	190,130	273,311
33	199,636	286,977
34	209,618	301,326
35	220,099	316,392
	Exec. Director Contract	340,481

Fiscal Overview

MEMBER AGENCY DUES

The main source of revenues in the General Fund is dues assessed and collected from member cities, Tribal Governments, and CVAG boundaries within Riverside County. These membership dues are used to fund the expenses of CVAG and its programs, committees, and other budgeted expenses which are not otherwise chargeable to individual departments, projects, or other funding sources.

Jurisdiction	Population	% of Total	Dues	Assessed Value	% of Total	Dues	Total Dues
Blythe	14,270	3.31%	$8,863	$974,211,411	0.88%	$2,356	$11,220
Cathedral City	51,433	11.92%	$31,919	$6,336,160,856	5.75%	$15,397	$47,317
Coachella	42,462	9.84%	$26,349	$2,697,873,155	2.45%	$6,561	$32,910
Desert Hot Springs	32,608	7.56%	$20,244	$2,947,605,027	2.68%	$7,176	$27,421
Indian Wells	4,774	1.11%	$2,972	$7,576,070,715	6.88%	$18,423	$21,396
Indio	90,837	21.04%	$56,341	$11,851,682,856	10.76%	$28,813	$85,154
La Quinta	37,979	8.80%	$23,565	$18,246,799,848	16.58%	$44,398	$67,962
Palm Desert	50,615	11.73%	$31,411	$19,327,344,851	17.56%	$47,022	$78,433
Palm Springs	44,092	10.22%	$27,367	$18,679,262,076	16.97%	$45,442	$72,809
Rancho Mirage	17,012	3.94%	$10,551	$11,616,104,281	10.55%	$28,251	$38,801
Riverside County (CVAG Boundaries)	45,419	10.53%	$28,197	$9,846,221,936	8.94%	$23,939	$52,137
Agua Caliente Band of Cahuilla Indians	-	-	-	-	-	-	$11,220
Cabazon Band of Cahuilla Indians	-	-	-	-	-	-	$11,220
Torres Martinez Desert Cahuilla Indians	-	-	-	-	-	-	$11,220
Twenty-Nine Palms Band of Mission Indians	-	-	-	-	-	-	$11,220
Totals	**431,501**	**100.00%**	**$267,779**	**$110,099,337,012**	**100.00%**	**$267,779**	**$580,438**

City Population Source: Demographic Research Unit, Department of Finance, State of California as of January 2023.

County Population Source: U.S. Census increased/(decreased) by an average increase/decrease for the C.V. Cities and Blythe, (0.05%) in 2021, 0.74% in 2022 and (0.10%) in 2023. Population in the County of Riverside increased by 0.34% as of January 1, 2023.

Assessed Valuations: Riverside County 2022/23 Assessed Valuation Report.

The total assessed valuation for the Coachella Valley Unified, Desert Sands Unified and Palm Springs Unified School Districts for FY 2023–24 was $109,125,125,601.

CVAG's boundaries are the same as the boundaries of the above school districts within Riverside County's boundaries. Riverside County's share of that assessed valuation was calculated by subtracting the assessed valuation of all those cities within those school district boundaries which totals $99,278,903,665. This leaves $9,846,221,936 for the County of Riverside's assessed valuation in the Coachella Valley. These values use the Local Roll which does not include the State Assessed (SBE) Properties.

OVERALL AGENCY SUMMARY

The Overall Agency Summary Report summarizes the fiscal year 2024–25 proposed budget. This report compares the proposed budget with the year-end revenue and expenditure estimates for 2023–24, the adopted budget for 2023–24, and the audited financial statements for 2022–23.

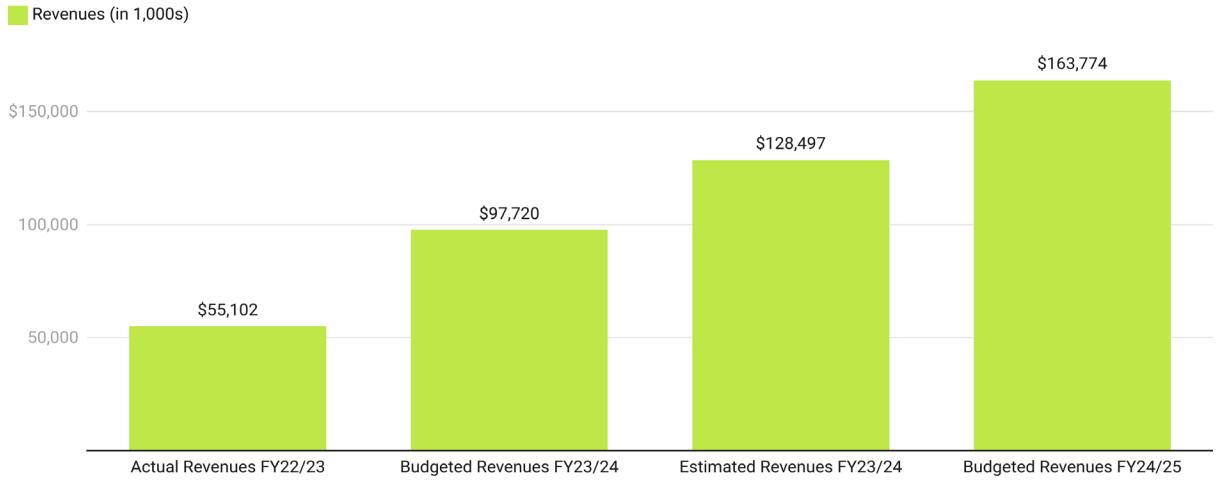
	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
BEGINNING FUND BALANCE	**$ 62,080,030**	**$ 73,952,508**	**$ 64,854,641**	**$ 81,681,432**
Revenues / Funding Source				
Signal Synchronization (CMAQ)	$ 7,517,985	$ 16,536,000	$ 40,872,799	$ 20,902,400
CV Link (CMAQ)	-	$ 5,057,000	$ 189,164	$ 11,860,836
STIP Federal	$ 5,625,152	$ 7,886,528	$ 3,045,705	$ 2,806,953
AB 2766	$ 420,482	$ 404,588	$ 432,210	$ 427,050
AQMD - CV Link	$ 2,888,896	$ 2,096,290	$ 2,493,578	-
AQMD - Street Sweeping	$ 245,145	$ 220,000	$ 220,000	$ 220,000
Used Oil Grant	$ 56,595	$ 72,642	$ 91,889	$ 7,506
Tire Amnesty Grant	$ 22,799	-	$ 20,105	$ 50,000
Active Transportation Program (State)	$ 3,339,336	$ 3,238,431	$ 1,788,747	$ 1,484,417
SCAG	$ 188,476	$ 1,607,333	$ 4,480	-
AB 939	$ 15,826	$ 15,615	$ 16,235	$ 16,235
Air Quality Enhancement / Colmac	$ 190,000	$ 190,000	$ 190,000	$ 150,000
Measure A	$ 15,412,363	$ 40,688,439	$ 58,470,918	$ 88,815,748
Measure A - In-Lieu TUMF Revenue	$ 23,580	-	-	-
TUMF Revenues	$ 7,715,614	$ 7,222,975	$ 4,394,482	$ 5,244,197
Transportation Local Contribution	$ 345,213	$ 1,444,576	$ 1,962,355	$ 4,685,625
Loan Repayments	$ 10,421	-	$ 10,421	$ 10,421
RCTC Admin Reimbursements	$ 748,908	$ 1,457,500	$ 4,682,955	$ 6,664,448
CPUC - LATA Grant	-	$ 978,460	$ 308,118	$ 670,342
RCTC - PP & M	$ 131,447	$ 95,000	$ 95,000	$ 93,723
RCTC - LTF	$ 585,000	$ 697,500	$ 697,500	$ 697,500
Contributions	$ 112,100	$ 27,000	$ 77,000	$ 77,000
PACE Funding	$ 7,559	$ 6,700	$ 8,622	$ 8,000
Member Agencies and Partners - CVHF	$ 1,466,667	$ 1,442,000	$ 1,421,504	$ 1,277,450
DHCD Desert Health Care District	$ 1,670,000	$ 1,670,000	$ 1,670,000	$ 1,670,000
Other Revenues	$ 1,098,970	$ 82,750	$ 259,898	$ 10,027,000
I-REN Admin Reimbursement	$ 109,330	$ 728,771	$ 605,164	$ 748,608
CVCC Administrative Reimbursement	$ 946,091	$ 1,236,705	$ 1,156,147	$ 1,683,141
DCE Administrative Reimbursement	$ 660,671	$ 893,965	$ 676,232	$ 985,603
Gain (Loss) in Investments	($ 140,171)	-	-	-
Other Finance Source - ROU	$ 1,566,481	-	-	-
Other Finance Source - RTU	$ 77,810	-	-	$ 523,035
CVAG Dues	$ 538,706	$ 574,721	$ 581,782	$ 596,940
Investment Income	$ 1,504,832	$ 1,148,320	$ 2,053,871	$ 1,369,399
Total Revenues / Funding Source	**$ 55,102,285**	**$ 97,719,810**	**$ 128,496,882**	**$ 163,773,577**

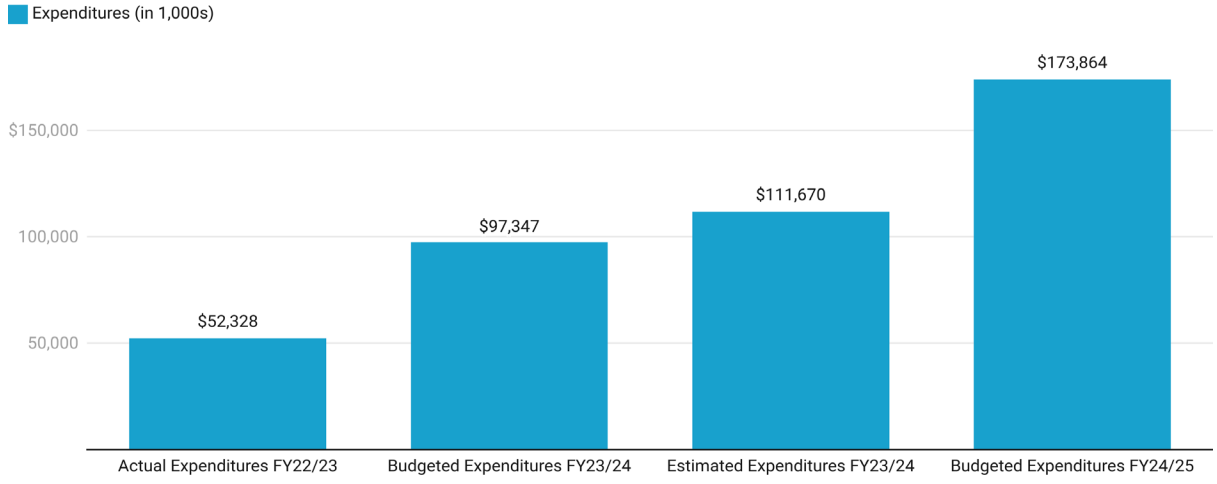
OVERALL AGENCY SUMMARY

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Expenditures / Expenditure				
Personnel				
Salaries	$ 2,619,567	$ 3,694,194	$ 3,251,612	$ 4,528,254
Benefits	$ 1,106,195	$ 1,788,929	$ 1,472,616	$ 2,077,099
Total Personnel	**$ 3,725,762**	**$ 5,483,123**	**$ 4,724,228**	**$ 6,605,353**
Non-Personnel				
Interest Expense *	$ 1,019,181	-	$ 936,002	$ 814,760
Office Operations	$ 254,286	$ 301,657	$ 289,036	$ 388,153
Meeting Attendance Stipends	$ 31,600	$ 53,775	$ 43,203	$ 55,225
Employee Travel or Training	$ 51,363	$ 64,520	$ 61,402	$ 57,678
Facility Expenses	$ 269,223	$ 494,853	$ 354,650	$ 512,536
Professional Services	$ 733,918	$ 896,974	$ 1,074,607	$ 14,566,832
Total Non-Personnel	**$ 2,359,571**	**$ 1,811,779**	**$ 2,758,900**	**$ 16,395,185**
Project / Program				
Capital Outlay	$ 32,002,561	$ 61,411,655	$ 85,159,594	$ 105,675,687
Debt Service *	$ 2,033,808	-	$ 2,252,320	$ 2,447,948
Crisis Stabilization Unit Rent / Utilities - CVHF	$ 402,487	$ 479,365	$ 343,064	$ 303,502
Consultants / Service Providers	$ 582,217	$ 2,888,934	$ 4,697,445	$ 9,511,235
Construction / Project Costs	$ 11,178,650	$ 25,219,522	$ 11,726,084	$ 32,916,166
Rapid Resolutions - CVHF	$ 35,798	$ 45,000	$ 2,139	$ 3,000
Mobile Access Center - CVHF	$ 6,820	$ 8,060	$ 6,317	$ 6,200
Total Project / Program	**$ 46,242,341**	**$ 90,052,536**	**$ 104,186,963**	**$ 150,863,738**
Other				
Operating Transfers Out	$ 10,874,642	$ 25,795,564	$ 41,891,998	$ 70,886,351
Operating Transfers In	($ 10,874,642)	($ 25,795,564)	($ 41,891,998)	($ 70,886,351)
Total Other	-	-	-	-
Total Expenditures / Expenditure	**$ 52,327,674**	**$ 97,347,438**	**$ 111,670,091**	**$ 173,864,276**
Net Excess (Deficit)	**$ 2,774,611**	**$ 372,372**	**$ 16,826,792**	**($ 10,090,699)**
ENDING FUND BALANCE	**$ 64,854,641**	**$ 74,324,881**	**$ 81,681,432**	**$ 71,590,733**

* Line represents a non-cash transaction required for conformity with US GAAP audited financial statements. Since there is no associated cash flow, the transaction is not used for budgetary purposes.

OVERALL AGENCY SUMMARY





Operating Transfers

Operating transfers refer to the movement of money from one fund to another. At the top of CVAG's chart of accounts are "FUNDS," and fund-based accounting has been central to CVAG's accounting system for decades. However, as seen in both this budget and previous ones, a "FUND" can be a fund such as Measure A (Fund 611), an independent agency like Desert Community Energy (210), a project such as CV Link (618), or even a program like Tire Recycling (207). As a part of implementing an Enterprise Resource Program in the coming years, CVAG will be updating its chart of accounts in such a manner to better distinguish funds from agencies from projects from programs. Until then "operating transfers" are used to move monies between funds.

Expenditures to CVAG member jurisdiction lead agencies related to regional projects, such as to the County of Riverside for the Interstate 10–Monroe interchange project, are incurred in the Measure A or TUMF funds under Construction/Project Costs. All expenditures related to CVAG-led projects are currently booked through a specific "FUND" for each project. External funding sources such as CMAQ or STIP are also recorded directly in that "FUND". However, for CVAG internal funding, an operating transfer out from the Measure A or TUMF funds and into the relevant project fund. This will be standardized in future budgets under the remapped chart of accounts.

In fiscal year 2024–25, there are approximately $100 million of project/program expenses and operating transfers in the Measure A fund. The operating transfers to FUNDS CV Link and CV Sync will be significantly larger than in previous years. As with all regional transportation projects, CVAG prioritizes and fast tracks the use of outside funding for projects, including spending down federal and state funds first. For CV Link, that has meant spending federal and state Active Transportation Funding, Congestion Mitigation Air Quality, and South Coast Air Quality Management District funding in the early phases of construction. With the latest construction award to Granite Construction to construct Segment 6 of CV Link in Cathedral City and Palm Springs, and completion of early phases in Coachella and Indio during this fiscal year, most of the funding will come from Measure A and some from the TUMF funds. CVAG will also finish drawing down the funding commitment from Desert Healthcare District/Foundation. Similarly, federal CMAQ funding has been used whenever possible to fund construction of CV Sync. However, many valley-wide expenses are also paid through Measure A.

Fund Transfer Out	Fund Transfer In	Amount
101 - General Fund	101 - General Fund	$ 277,386
202 - PACE	101 - General Fund	$ 10,875
207 - Tire Recycling	101 - General Fund	$ 798
207 - Tire Recycling	501 - AB 939	$ 2,328
210 - DCE	101 - General Fund	$ 13,906
301 - AB 2766	101 - General Fund	$ 33,638
301 - AB 2766	702 - Street Sweeping	$ 396,825
301 - AB 2766	711 - Lawn Scalping	$ 12,535
501 - AB 939	101 - General Fund	$ 10,071
601 - TUMF	101 - General Fund	$ 208,809
601 - TUMF	618 - CV Link	$ 4,800,000
611 - Measure A	101 - General Fund	$ 168,321
611 - Measure A	618 - CV Link	$ 39,956,630
611 - Measure A	624 - Signal Sync	$ 24,037,290
612 - LTF / PP&M	101 - General Fund	$ 100,574
612 - LTF / PP&M	411 - SCAG	$ 11,282
612 - LTF / PP&M	618 - CV Link	$ 669,462
618 - CV Link	101 - General Fund	$ 31,332
624 - Signal Sync	101 - General Fund	$ 5,942
631 - CVCC	101 - General Fund	$ 138,348
Total Operating Transfers		**$70,886,351**

Transfers into the General Fund are based on recommendations provided by the CVAG Finance Committee in May 2022 and reflect the re-allocation of the fiscal year 2019–20 CalPERS Unfunded Accrued Liability (UAL) payment by allocating it among the various funds/cost-centers in line with standard practice and based on assumptions that tie the calculation to a percentage of those historic costs represented in the UAL.

CAPITAL PROJECT SUMMARY

The following capital project funding has been approved by the Executive Committee for construction for fiscal year 2024-25.

Approved Capital Projects — Transportation	FY 2024/25	FY 2025/26	FY 2026/27	FY 2026/27
I-10 Jackson Interchange PS&E & ROW Phase Lead Agency: City of Indio Funded from Regional / Local Fund Sources	$2,775,000	-	-	-
I-10 Monore Interchange PS&E & ROW Phase, Construction in 25/26 Lead Agency: City of Indio Funded from Regional / Local Fund Sources	$4,687,500	$4,335,300	$17,054,091	$14,500,200
Indian Canyon from Garnet Avenue to/including Railroad Crossing Bridge Right of Way, Utilities, Construction in 2023/24 Lead Agency: City of Palm Springs Funded from STIP / HBRR / Regional / Local Fund Sources	$700,000	$3,000,000	-	-
Avenue 50 Widening (Calhoun to Cesar Chavez) Design, Construction in 2024 Lead Agency: City of Coachella Funded from Regional / Local Fund Sources	$3,750,000	$2,549,354	-	-
Ramon Road Bridge Widening over WWR Final Design and Right of Way (Pending HBP Funding) Lead Agency: City of Palm Springs Funded from HBP / Regional / Local Fund Sources	$1,000,000	$2,500,000	$2,700,000	-
Vista Chino Bridge over WWR Final Design and Right of Way (Pending HBP Funding) Lead Agency: City of Palm Springs Funded from HBP / Regional / Local Fund Sources	$260,000	$3,800,000	$3,860,000	-
South Palm Canyon Bridge over Tahquitz Creek Final Design and Right of Way (Pending HBP Funding) Lead Agency: City of Palm Springs Funded from HBP / Regional / Local Fund Sources	$500,000	$200,000	-	-
East Palm Canyon Bridge over Palm Canyon Wash Environmental, Utility, Coordination and Right of Way Lead Agency: City of Palm Springs Funded from HBP / Regional / Local Fund Sources	$250,000	$250,000	-	-
Dune Palms Bridge over WWR Construction in late 2023 Lead Agency: City of La Quinta Funded from HBP / Regional / Local Fund Sources	$1,500,000	$2,448,550	-	-
Avenue 44 Bridge over WWR Construction 2022 (Pending HBP Funding) Lead Agency: City of Indio Funded from HBP / Regional / Local Fund Sources	$1,400,000	$1,100,000	$1,100,000	-
Jefferson Street (Ave 38 to Sun City Blvd) Design Lead Agency: City of Indio Funded from Regional / Local Fund Sources	$375,000	-	-	-

CAPITAL PROJECT SUMMARY

Approved Capital Projects — Transportation	FY 2024/25	FY 2025/26	FY 2026/27	FY 2026/27
Bicycle & Pedestrian Safety Program Projects are either under construction or have been completed Lead Agency: Various Funded from Regional / Local Fund Sources	$16,108	-	-	-
Portola Avenue (North of Gerald Ford Drive) Completed (Future Reimbursmeent) Lead Agency: City of Palm Desert Funded from Regional / Local Fund Sources	$159,750	-	-	-
CV Link (Segment 1-6) Construction Lead Agency: CVAG Funded from STIP / ATP / CMAQ / AQMD / DHCD / Local Fund Source	$61,906,873	-	-	-
CV Sync (Phase 2) Construction Lead Agency: CVAG Funded from CMAQ / STIP / Local Fund Sources	$37,325,000	-	-	-
I-10 Bypass / CV Sync (Phase 3) Design Lead Agency: CVAG Funded from Regional / Local Fund Sources	$4,148,209	-	-	-
Avenue 50 Bridge over CVSWC Design/Construction Lead Agency: City of Coachella Funded from HBP / Regional / Local Fund Sources	$2,850,000	-	-	-
Avenue 50 & Jackson St. Intersection Design Lead Agency: Indio Funded from Regional / Local Fund Sources	$5,250,000	-	-	-
Arts & Music Line Design Lead Agency: CVAG Funded from ATP / Regional / Local Fund Sources	$2,730,625	$35,500,000	$35,500,000	-
Avenue 50 Widening (Jefferson to Jackson) Design Lead Agency: City of Indio Funded from Regional / Local Fund Sources	$300,000	-	-	-
Flooding & Blowsand Projects (ACCESS Indian Canyon) Design/Construction Lead Agency: CVAG Funded from LTCAP / Regional / Local Fund Sources	$1,747,900	$9,000,000	$9,000,000	-
Avenue 48 Widening (Van Buren to Dillon) Design Lead Agency: County Funded from Regional / Local Fund Sources	$825,000	-	-	-
Total	**$134,456,965**	**$64,683,204**	**$69,214,091**	**$14,500,200**

BUDGET BY PROGRAMS

An overview of the financial activities anticipated in each program for fiscal year 2024-25.

	Transportation	Community Resources	Energy & Sustainability	General Fund	Total
BEGINNING FUND BALANCE	**$ 75,255,983**	**$ 3,556,256**	**$ 162,055**	**$ 2,707,138**	**$ 81,681,432**
Revenues / Funding Source					
AB 2766	-	$ 427,050	-	-	$ 427,050
AB 939	-	-	$ 16,235	-	$ 16,235
Active Transportation Program (State)	$ 1,484,417	-	-	-	$ 1,484,417
Air Quality Enhancement/Colmac	-	$ 150,000	-	-	$ 150,000
AQMD-Street Sweeping	-	$ 220,000	-	-	$ 220,000
Contributions	-	$ 27,000	-	$ 50,000	$ 77,000
CPUC - LATA Grant	$ 670,342	-	-	-	$ 670,342
CV Link (CMAQ)	$ 11,860,836	-	-	-	$ 11,860,836
CVCC Administrative Reimbursement	-	-	$ 1,683,141	-	$ 1,683,141
DCE Administrative Reimbursement	-	-	$ 985,603	-	$ 985,603
DHCD Desert Health Care District	$ 1,670,000	-	-	-	$ 1,670,000
I-REN Admin Reimbursement	-	-	$ 748,608	-	$ 748,608
Loan Repayments	$ 10,421	-	-	-	$ 10,421
Measure A	$ 88,815,748	-	-	-	$ 88,815,748
Member Agencies - CVHF	-	$ 1,277,450	-	-	$ 1,277,450
Other Revenues	$ 10,000,000	$ 27,000	-	-	$ 10,027,000
PACE Funding	-	-	$ 8,000	-	$ 8,000
RCTC - LTF	$ 697,500	-	-	-	$ 697,500
RCTC - PP & M	$ 93,723	-	-	-	$ 93,723
RCTC Admin Reimbursements	$ 6,664,448	-	-	-	$ 6,664,448
Signal Synchronization (CMAQ)	$ 20,902,400	-	-	-	$ 20,902,400
STIP Federal	$ 2,806,953	-	-	-	$ 2,806,953
Tire Amnesty Grant	-	-	$ 50,000	-	$ 50,000
Transportation Local Contribution	$ 4,685,625	-	-	-	$ 4,685,625
TUMF Revenues	$ 5,244,197	-	-	-	$ 5,244,197
Used Oil Grant	-	-	$ 7,506	-	$ 7,506
CVAG Dues	-	-	-	$ 596,940	$ 596,940
Investment Income	$ 1,297,007	$ 50,065	$ 2,556	$ 19,771	$ 1,369,399
Total Revenues / Funding Source	$ 156,903,617	$ 2,178,565	$ 3,501,650	$ 1,189,746	$ 163,773,577

BUDGET BY PROGRAMS

	Transportation	Community Resources	Energy & Sustainability	General Fund	Total
Expenditures / Expenditure					
Personnel					
Benefits	$ 784,624	$ 383,504	$ 824,093	$ 84,878	$ 2,077,099
Salaries	$ 1,751,057	$ 689,591	$ 1,899,275	$ 188,330	$ 4,528,254
Total Personnel	**$ 2,535,681**	**$ 1,073,096**	**$ 2,723,368**	**$ 273,208**	**$ 6,605,353**
Non-Personnel					
Employee Travel or Training	$ 23,077	$ 22,894	$ 11,383	$ 325	$ 57,678
Facility Expenses	$ 227,239	$ 124,414	$ 146,797	$ 14,085	$ 512,536
Interest Expense	$ 781,632	$ 4,107	$ 26,432	$ 2,589	$ 814,760
Meeting Attendance Stipends	$ 9,800	$ 3,733	$ 3,733	$ 37,958	$ 55,225
Office Operations	$ 213,945	$ 51,728	$ 114,046	$ 8,435	$ 388,153
Professional Services	$ 14,500,846	$ 30,084	$ 32,752	$ 3,151	$ 14,566,832
Total Non-Personnel	$ 15,756,539	$ 236,960	$ 335,143	$ 66,542	$ 16,395,185
Project/Program					
Capital Outlay	$ 104,906,878	$ 61,113	$ 168,039	$ 539,657	$ 105,675,687
Construction/Project Costs	$ 31,921,331	$ 897,064	$ 47,711	$ 50,060	$ 32,916,166
Consultants/Service Providers	$ 9,300,499	$ 4,010	$ 25,635	$ 181,091	$ 9,511,235
Crisis Stabilization Unit Rent/Utilities - CVHF	-	$ 303,502	-	-	$ 303,502
Debt Service	$ 2,358,823	$ 12,823	$ 69,486	$ 6,816	$ 2,447,948
Mobile Access Center - CVHF	-	$ 6,200	-	-	$ 6,200
Rapid Resolutions - CVHF	-	$ 3,000	-	-	$ 3,000
Total Project/Program	$ 148,487,531	$ 1,287,711	$ 310,872	$ 777,623	$ 150,863,738
Other					
Operating Transfers In	($ 69,474,664)	($ 409,359)	($ 2,328)	($ 1,000,000)	($ 70,886,351)
Operating Transfers Out	$ 69,989,641	$ 442,998	$ 176,326	$ 277,386	$ 70,886,351
Total Other	**$ 514,977**	**$ 33,638**	**$ 173,998**	**($ 722,614)**	**-**
Total Expenditures / Expenditure	**$ 167,294,729**	**$ 2,631,405**	**$ 3,543,382**	**$ 394,760**	**$ 173,864,276**
Net Excess (Deficit)	**($ 10,391,112)**	**($ 452,841)**	**($ 41,732)**	**$ 794,986**	**($ 10,090,699)**
ENDING FUND BALANCE	**$ 64,864,871**	**$ 3,103,415**	**$ 120,323**	**$ 3,502,124**	**$ 71,590,733**

Transportation

SINCE 1989, CVAG has been responsible for regional transportation planning in the Coachella Valley, creating plans for all people of all ages using various modes of transportation. CVAG collaborates with its member jurisdictions to develop and manage a progressive regional road program and congestion mitigation program. Notable projects include the overhaul of six interchanges along the Interstate 10 Improvement Corridor. Priorities are regularly reviewed and included in the Transportation Project Prioritization Study (TPPS), the associated Regional Arterial Cost Estimate (RACE), and the Active Transportation Plan (ATP).

Recently, CVAG and member jurisdictions have celebrated numerous project completions. In the upcoming fiscal year, CVAG's Transportation Department will continue working with member jurisdictions to advance individual projects, including regional active transportation projects, and support efforts to secure external funding to lessen the impact on regional and local resources.

TUMF Program

The Transportation Uniform Mitigation Fee (TUMF) program began in the fiscal year 1989–90 to generate additional funds required for necessary improvements to the regional transportation system. Local jurisdictions may opt out of collecting TUMF; however, those not collecting forfeit their share of local Measure A funds to the regional arterial program. CVAG saw a steady increase in local Measure A funding received by its member jurisdictions until the Great Recession, which began in 2008 and led to significant downturns in revenue. TUMF, like all development impact fees, requires demonstrating a nexus between the proposed development and the impacts to be mitigated. The assessment is based on the number of vehicle trips that new developments or site improvements may generate.

CV Link

CVAG has been working on CV Link for the past decade. The major innovation in alternative transportation will provide a safe route for walking, running, biking or using low-speed electric vehicles, such as golf carts. CV Link is expected to offer significant environmental, health, and economic benefits to generations of current and future residents and visitors. It will span more than 40 miles across the Coachella Valley. To date, approximately ten miles have been constructed in the cities of Cathedral City, Palm Desert, and Palm Springs. Construction will continue this year in the cities of Palm Springs, Palm Desert, La Quinta, Indio, and Coachella, as well as in unincorporated Riverside County. This stage includes bridges and undercrossings—key safety features that allow CV Link users to avoid traditional vehicular traffic. The entire CV Link project is planned to be substantially completed in December 2024.

CV Sync

Synchronizing traffic signals across the Coachella Valley has been a longstanding goal at CVAG. Design and engineering of CV Sync began in 2016, with the scope later expanding to include upgrading all traffic controllers to the same standard. The first phase of CV Sync—synchronizing signals on Highway 111, Washington Street, and Ramon Road—was completed last fiscal year. The second phase, which includes another 21 corridors, is currently under construction. CV Sync will feature technology that allows all cities to communicate and coordinate in real-time to manage traffic flow, particularly beneficial for large events that attract hundreds of thousands of tourists to the Coachella Valley.

The project will also deploy fiber-optic broadband technology throughout the valley, potentially unlocking federal and state funding opportunities The project spans the Coachella Valley but does not extend into the City of Rancho Mirage, which previously secured funding for its own signal synchronization project.

WORK PLAN FOR 2024–25

Project Management & Contract Administration

The Transportation Department leads the implementation of the Transportation Project Prioritization Study (TPPS), Regional Arterial Cost Estimate (RACE) and Active Transportation Program (ATP). It also provides updates to the Capital Improvement Program (CIP) and other transportation plans in partnership with member jurisdictions. This role involves staff time for project oversight (design, environmental, construction and close-out), preparation of reimbursement agreements for regional arterial, interchange, and bridge projects, and review and approval of project billings in accordance with the project scope of work. Staff also participate in

project development team meetings and prepare associated staff reports. In recent years, the department has conducted cash flow analyses for regional projects and provided recommendations to maximize the state and federal level opportunities.

Regional Coordination of Programs

CVAG works closely with partners, including the Riverside County Transportation Commission to support the Riverside County Congestion Management Program, analyze traffic patterns through the traffic count program, and advance regional transportation projects. Additionally, CVAG supports the RCTC Technical Advisory Committee and efforts for county-wide SB 821 and Local Streets & Roads funding. CVAG has also helped advance the Coachella Valley Passenger Rail Service Development Plan.

Staff time is used to support the State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program (RTIP), assist in the implementation of the TPPS and monitor and examine the impacts of state policies. TPPS activities support the regional project construction program which includes staff time to develop an annual prioritized list of construction projects and required financial resources. CVAG also supports Southern California Association of Governments' programs, including input to the Federal and Regional Transportation Improvement Plans (FTIP and RTIP) and assisting with transportation modeling refinements.

CV Link

The largest segment of this 40-plus mile active transportation corridor is now under construction. Resources are dedicated to conducting project oversight of services needed for future phases (planning, environmental compliance, right-of-way, and phased construction of later segments).

CV Sync

Phase II of the valley-wide signal synchronization project is under construction, improving travel along an additional 19 corridors throughout the Coachella Valley. Phase III is in design and includes 22 miles along Varner Road, including a feasibility study to effectively design it as an Interstate 10 bypass. Staff time is allocated for project oversight of consultant services (environmental compliance, right-of-way, and phased construction plans); review of project billings; participation in project development team meetings; and preparation of associated reports.

Arts & Music Line

The Arts & Music Line is a 15-mile project primarily along Avenue 48 in the cities of La Quinta, Indio, and Coachella. It provides safe routes to local schools and features bold color schemes, innovative lighting, and artwork, creating not only a safe and inviting route but also a destination. The project includes two connections to CV Link and a connection to the polo grounds, home to the world-renowned Coachella and Stagecoach arts and music festivals. It also encompasses an education and awareness program to prepare residents, students, seniors, and visitors for safe and effective use upon completion. Staff time is dedicated to project oversight of consultant services (environmental compliance, design, right-of-way, and phased construction plans); review of project billings; participation in project development team meetings; and preparation of associated reports.

ACCESS–Indian Canyon Project

The ACCESS–Indian Canyon project aims to protect at-risk transportation infrastructure, increase climate resiliency, enhance mobility, preserve the environment, and improve public health and safety for residents and visitors. It includes bridges at low-water crossings along the Whitewater River and a solar-shaded active transportation pathway connecting to CV Link. Staff time is used for project oversight of consultant services (environmental compliance, right-of-way, and phased construction plans); review of project billings; participation in project development team meetings; and preparation of associated reports.

Broadband Strategic Plan

The Broadband Strategic Plan involves planning, design, and engineering work to promote and implement a regional plan to increase access to broadband in unserved and underserved areas. The plan will identify needs, gaps, implementation options, challenges and opportunities to increase broadband access and will leverage middle-mile infrastructure

being planned by the state in the Coachella Valley. Ultimately, the plan aims to facilitate the build of last-mile projects that provide symmetrical 100 Mbps download and upload speeds with a focus on underserved and unserved areas in the Coachella Valley per grant requirements. Staff time includes project oversight of consultant services; review of project billings; participation in project development team meetings; and preparation of associated reports.

Planning for Future Transportation Needs

This area involves support for multiple programs focusing on key project areas, including staff time and project management for GIS Information Services, the countywide transportation demand model, the regional arterial traffic count program, and transportation legislation review and analysis. CVAG staff also provides regional land use information to CVAG jurisdictions, developers, SCAG and Caltrans. The countywide transportation model involves support for the RIVCOM transportation model for forecasting projected transportation system needs up to the year 2039.

Implementing the TUMF Program

CVAG continues to dedicate staff time to support the TUMF program and the TUMF/GIS Interface program. TUMF program activities include updating the program, monitoring its implementation of the TUMF program in member jurisdictions, performing annual fiscal reviews of building permits and monthly TUMF collections, researching, analyzing, and preparing reports for TUMF appeals, entering TUMF collections in the TUMF database, meeting with developers to review potential TUMF assessments, and to performing special TUMF analyses upon request. The TUMF/GIS Interface program requires support for continuing the development of integrating the TUMF collection process with electronic transmission of new development information for land use coverages and coordinating with RCTC on TUMF compliance.

Congestion Management & Air Quality Programs

The Transportation Department supports air quality programs, including the regional street sweeping program. CVAG also helps ensure that regional projects conform to the State Implementation Plan (SIP).

Fighting for the Region's Fair Share of Funding

With project costs escalating, major revenue sources for many of CVAG's traditional transportation projects are diminishing. CVAG staff has recently provided committees with cash flow projections indicating declines in Measure A sales tax revenue and TUMF revenues. State and federal resources are not keeping pace with the demand. CVAG has been actively monitoring the transportation infrastructure funds being discussed at the state and federal levels and has recently engaged lobbying firms to help secure the region's fair share of funding.

ANTICIPATED MILESTONES

Achieve substantial completion of the CV Link in the cities of Palm Springs, Cathedral City, Palm Desert, La Quinta, Indio, and Coachella.

Manage the construction of CV Sync Phase II and collaborate with member jurisdictions to fully implement the technologies installed in the project.

Oversee the design of CV Sync Phase III and the feasibility study of Varner Road as a bypass to Interstate 10, coordinating with member agencies and Caltrans.

Direct the design of the Arts & Music Line project and coordinate with member agencies and stakeholders.

Guide the design of the ACCESS–Indian Canyon project and coordinate with member agencies and Caltrans.

Initiate the process of updating the Transportation Project Prioritization Study (TPPS) to align with statewide trends and requirements, aiming for completion in 2025–26.

Partner with member jurisdictions to identify funding for, and advance, regional roadway, bridge, and interchange projects to improve travel and goods movement across the region.

TRANSPORTATION BUDGET BY COST CENTER

	TUMF	Other	Measure A	LTF / PP&M	CV Link	CV Sync	SCAG	Total
BEGINNING FUND BALANCE	**$ 16,351,115**	**-**	**$ 57,848,742**	**$ 1,056,127**	**-**	**-**	**-**	**$ 75,255,983**
Revenues / Funding Source								
Signal Synchronization (CMAQ)	-	-	-	-	-	$ 20,902,400	-	$ 20,902,400
CV Link (CMAQ)	-	-	-	-	$ 11,860,836	-	-	$ 11,860,836
STIP Federal	-	-	-	-	$ 2,806,953	-	-	$ 2,806,953
ATP (State)	-	-	-	-	$ 1,484,417	-	-	$ 1,484,417
Measure A	-	-	$ 88,815,748	-	-	-	-	$ 88,815,748
TUMF Revenues	$ 5,244,197	-	-	-	-	-	-	$ 5,244,197
Transportation Local Contribution	-	$ 4,685,625	-	-	-	-	-	$ 4,685,625
Loan Repayments	-	-	$ 10,421	-	-	-	-	$ 10,421
RCTC Admin Reimbursements	-	-	$ 6,664,448	-	-	-	-	$ 6,664,448
CPUC - LATA Grant	-	$ 670,342	-	-	-	-	-	$ 670,342
RCTC - PP&M	-	-	-	$ 93,723	-	-	-	$ 93,723
RCTC - LTF	-	-	-	$ 697,500	-	-	-	$ 697,500
Desert Health Care District	-	-	-	-	$ 1,670,000	-	-	$ 1,670,000
Other Revenues	-	$ 9,900,000	-	-	$ 100,000	-	-	$ 10,000,000
Investment Income	$ 268,093	-	$ 1,019,725	$ 8,689	$ 500	-	-	$ 1,297,007
Total Revenues / Funding Source	**$ 5,512,290**	**$ 15,255,967**	**$ 96,510,341**	**$ 799,913**	**$ 17,922,705**	**$ 20,902,400**	**-**	**$ 156,903,617**

TRANSPORTATION BUDGET BY COST CENTER

	TUMF	Other	Measure A	LTF / PP&M	CV Link	CV Sync	SCAG	Total
Expenditures / Expenditure								
Personnel								
Salaries	$ 432,646	$ 165,655	$ 857,197	$ 10,385	$ 113,582	$ 165,902	$ 5,690	$ 1,751,057
Benefits	$ 204,635	$ 60,737	$ 398,063	$ 5,295	$ 50,228	$ 63,191	$ 2,474	$ 784,624
Total Personnel	$ 637,280	$ 226,393	$ 1,255,260	$ 15,681	$ 163,811	$ 229,093	$ 8,164	$ 2,535,681
Non-Personnel								
Interest Expense	$ 5,078	$ 1,592	$ 754,607	$ 142	$ 3,930	$ 16,018	$ 265	$ 781,632
Office Operations	$ 23,243	$ 1,249	$ 144,847	$ 455	$ 12,024	$ 31,841	$ 286	$ 213,945
Meeting Attendance Stipends	$ 3,430	-	$ 6,370	-	-	-	-	$ 9,800
Employee Travel or Training	$ 7,451	-	$ 13,930	$ 18	$ 460	$ 1,208	$ 10	$ 23,077
Facility Expenses	$ 25,499	$ 7,405	$ 49,325	$ 771	$ 21,174	$ 121,769	$ 1,296	$ 227,239
Professional Services	$ 661,036	$ 10,570,342	$ 434,690	$ 174	$ 877,167	$ 1,957,341	$ 96	$ 14,500,846
Total Non-Personnel	$ 725,737	$ 10,580,588	$ 1,403,771	$ 1,560	$ 914,755	$ 2,128,177	$ 1,952	$ 15,756,539
Project / Program								
Capital Outlay	$ 15,297	-	$ 233,169	$ 920	$ 62,224,906	$ 42,432,081	$ 504	$ 104,906,878
Debt Service	$ 12,366	$ 3,599	$ 2,291,267	$ 373	$ 10,248	$ 40,341	$ 629	$ 2,358,823
Consultants / Service Providers	$ 2,270,929	$ 976,125	$ 5,947,751	$ 60	$ 1,545	$ 104,056	$ 33	$ 9,300,499
Construction / Project Costs	$ 11,016,340	$ 2,815,750	$ 18,087,041	-	$ 2,200	-	-	$ 31,921,331
Total Project / Program	$ 13,314,931	$ 3,795,474	$ 26,559,229	$ 1,354	$ 62,238,899	$ 42,576,478	$ 1,166	$ 148,487,531
Other								
Operating Transfers Out	$ 5,008,809	-	$ 64,162,241	$ 781,318	$ 31,332	$ 5,942	-	$ 69,989,641
Operating Transfers In	-	-	-	-	($ 45,426,091)	($ 24,037,290)	($ 11,282)	($ 69,474,664)
Total Other	$ 5,008,809	-	$ 64,162,241	$ 781,318	($ 45,394,759)	($ 24,031,349)	($ 11,282)	$ 514,977
Total Expenditures / Expenditure	**$ 19,686,756**	**$ 14,602,454**	**$ 93,380,500**	**$ 799,913**	**$ 17,922,705**	**$ 20,902,400**	**-**	**$ 167,294,729**
Net Excess (Deficit)	($ 14,174,466)	$ 653,513	$ 3,129,841	-	-	-	-	($ 10,391,112)
ENDING FUND BALANCE	**$ 2,176,649**	**$ 653,513**	**$ 60,978,583**	**$ 1,056,127**	**-**	**-**	**-**	**$ 64,864,871**

Community Resources

ANCHORED IN THE BELIEF that homelessness does not stop at an individual city's borders, CVAG's member jurisdictions have led regional solutions to address homelessness for about two decades. These strategies are coordinated through the CVAG Homelessness Committee, which includes representation from the Desert Healthcare District/Foundation.

CVAG's staff-operated CV Housing First program has made significant strides in finding permanent housing solutions for the Coachella Valley's chronically homeless population. The program utilizes crisis stabilization units–apartments and hotel rooms–to provide temporary supportive housing while case managers work with individuals to secure a stable income or public benefits and then transition them into permanent housing solutions. CV Housing First also offers rapid resolution solutions to quickly address the needs of individuals who have recently become homeless. These solutions may include assistance such as car repairs, providing transportation necessary for maintaining employment and housing stability.

CV Housing First has permanently housed more than 200 chronically homeless individuals since its inception in January 2021. These clients are identified on the CV 200 list, a by-name list of chronically homeless individuals identified by local law enforcement, code enforcement, and other program providers as the most familiar faces. The list is reset annually as CVAG and its partners identify the highest utilizers of public resources—those who frequently interact with public safety and police, loiter in front of local businesses, and often use local emergency rooms for healthcare. By identifying these individuals, CVAG employs outreach, including a mobile access center, and case management to transition them off the streets and into housing, thereby reducing overall public costs.

Support for the CV Housing First program, and the transition to in-house operations, has been consistent until now. CVAG will suspend services in the City of Desert Hot Springs based on Council direction to stop funding the program. Meanwhile, the program is seeing rising expenses, mostly due to the costs related to maintaining units and establishing clients in their own units. There are ample reserves for this program that will be used as staff explores other funding opportunities, such as grants.

CVAG will also continue the program and provide quarterly reports to demonstrate both successes and challenges. CVAG staff will also work with the Homelessness Committee to explore ways to increase the number of individuals permanently housed, such as addressing issues where vouchers do not cover rising rent costs.

Homelessness

The primary function is operating the CV Housing First program. This includes general administration of the Homelessness Committee, development and implementation of program goals, and preparation and dissemination of agendas, minutes, and meeting schedules.

Staff also works at the direction of the Homelessness and Executive Committees to develop projects and programs that adopt a regional approach to addressing homelessness. This has involved coordination with program partners and stakeholders, particularly the County of Riverside and partners through the Continuum of Care.

Alan Seman Bus Pass Program

Since 2007, CVAG has offered a bus pass program in conjunction with community-based organizations and non-profit agencies throughout Coachella Valley to ensure homeless or near-homeless individuals have access to case management services, employment opportunities, and medical care. Named after the late Alan Seman, Mayor Pro Tem of the City of Rancho Mirage and an advocate for the transportation needs of the homeless, the program is administered alongside the CV Housing First program.

Public Safety

The Public Safety Committee's general administration involves preparing agendas, presentations, and meeting materials. The Committee tracks, recommends, supports, or opposes programs impacting the area, including the potential closure of Chuckawalla State Prison near the City of Blythe. It also facilitates collaboration between local and regional law enforcement agencies on major public safety issues, such as earthquake preparedness, trainings, and responses to active shooter situations, as well as the rollout of regional behavioral health resources.

SCAG

In partnership with the Southern California Association of Governments (SCAG), CVAG acts as the sub-regional coordinator to relay SCAG information to member jurisdictions, including details related to the Regional Transportation Plan and the Regional Housing Needs Assessment (RHNA). Initially, CVAG staff expected to receive $3.7 million for two Regional Early Action Planning (REAP) projects administered through SCAG. However, due to the State's budget changes, these funds are at risk, prompting conservative budgeting by CVAG staff for this year.

Pooled Resources for Regional Collaboration

CVAG's Community Resources budget traditionally includes the street sweeping program, primarily funded by AB 2766 contributions from each jurisdiction to address the regional arterial roadway system. Future CVAG budgets may categorize this funding differently, as decisions on this program are recommended by the Energy & Sustainability Committee.

ANTICIPATED MILESTONES

Maintain a focused effort on CV 200 services with the goal of permanently housing 65 individuals in 2024.

Collaborate with partner agencies and local law enforcement to assist non-CV 200 clients engaging with the Mobile Access Center.

Enhance resources to increase the availability of vouchers for CV Housing First clients, including partnerships for behavioral health and advocacy for additional resources from Riverside County.

Secure multi-year support from member jurisdictions and partner organizations to align with the Executive Committee's direction and ensure stable funding levels for the foreseeable future.

Based on the Homelessness Committee's guidance, assess the program's long-term needs and consider using county funding to invest in housing units.

Continue regional advocacy to persuade the State to reverse its decision to close Chuckawalla State Prison.

COMMUNITY RESOURCES BUDGET BY COST CENTER

	Bus Pass / Homeless	AB 2766	Street Sweeping	Lawn Scalping	Total
BEGINNING FUND BALANCE	**$ 2,551,971**	**$ 929,285**	**$ 75,000**	**-**	**$ 3,556,256**
Revenues / Funding Source					
AB 2766	-	$ 427,050	-	-	$ 427,050
AQMD - Street Sweeping	-	-	$ 220,000	-	$ 220,000
Air Quality Enhancement/Colmac	-	-	$ 150,000	-	$ 150,000
Buss Pass Contributions	$ 27,000	-	-	-	$ 27,000
Member Agencies - CVHF	$ 1,277,450	-	-	-	$ 1,277,450
Other Revenues	-	-	$ 27,000	-	$ 27,000
Investment Income	$ 40,296	$ 9,762	-	$ 6	$ 50,065
Total Revenues / Funding Source	**$ 1,344,746**	**$ 436,812**	**$ 397,000**	**$ 6**	**$ 2,178,565**
Expenditures / Expenditure					
Personnel					
Salaries	$ 636,334	$ 31,799	$ 14,416	$ 7,042	$ 689,591
Benefits	$ 360,458	$ 13,175	$ 6,366	$ 3,505	$ 383,504
Total Personnel	**$ 996,792**	**$ 44,975**	**$ 20,782**	**$ 10,547**	**$ 1,073,096**
Non-Personnel					
Interest Expense	$ 3,372	$ 440	$ 197	$ 98	$ 4,107
Office Operations	$ 49,360	$ 1,423	$ 633	$ 312	$ 51,728
Meeting Attendance Stipends	-	$ 3,733	-	-	$ 3,733
Employee Travel or Training	$ 22,802	$ 55	$ 25	$ 12	$ 22,894
Facility Expenses	$ 120,418	$ 2,393	$ 1,072	$ 531	$ 124,414
Professional Services	$ 29,190	$ 534	$ 242	$ 118	$ 30,084
Total Non-Personnel	**$ 225,141**	**$ 8,579**	**$ 2,169**	**$ 1,072**	**$ 236,960**
Project/Program					
Capital Outlay	$ 56,394	$ 2,817	$ 1,278	$ 624	$ 61,113
Debt Service	$ 10,888	$ 1,158	$ 519	$ 257	$ 12,823
Crisis Stabilization Unit Rent/Utilities - CVHF	$ 303,502	-	-	-	$ 303,502
Consultants/Service Providers	$ 3,700	$ 185	$ 84	$ 41	$ 4,010
Construction/Project Costs	$ 128,070	-	$ 768,994	-	$ 897,064
Rapid Resolutions - CVHF	$ 3,000	-	-	-	$ 3,000
Mobile Access Center - CVHF	$ 6,200	-	-	-	$ 6,200
Total Project/Program	**$ 511,755**	**$ 4,160**	**$ 770,874**	**$ 922**	**$ 1,287,711**
Other					
Operating Transfers Out	-	$ 442,998	-	-	$ 442,998
Operating Transfers In	-	-	($ 396,825)	($ 12,535)	($ 409,359)
Total Other	**-**	**$ 442,998**	**($ 396,825)**	**($ 12,535)**	**$ 33,638**
Total Expenditures / Expenditure	**$ 1,733,687**	**$ 500,712**	**$ 397,000**	**$ 6**	**$ 2,631,405**
Net Excess (Deficit)	**($ 388,941)**	**($ 63,900)**	**-**	**-**	**($ 452,841)**
ENDING FUND BALANCE	**$ 2,163,030**	**$ 865,385**	**$ 75,000**	**-**	**$ 3,103,415**

Energy & Sustainability

THE ENERGY & SUSTAINABILITY STAFF coordinates programs related to sustainability, water conservation, recycling/reuse of resources, air quality, and other environmental initiatives. These programs, such as the regional implementation of an urban greening guide, aim to enhance climate change awareness and promote methods to reduce greenhouse gas emissions.

The department supports the Energy & Sustainability Committee, which includes all CVAG member jurisdictions, the Coachella Valley Water District, Mission Springs Water District, and Imperial Irrigation District as voting members, with the Desert Water Agency serving as a non-voting member.

CVAG leads regional conversations and information sharing through staff-level roundtables, discussing ways to improve the Coachella Valley by reducing greenhouse gases through recycling and minimizing solid waste sent to landfills. The coordination of the Energy & Sustainability Department aligns with CVAG's staffing of the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE).

Locally Controlled Energy Efficiency Investments

A major focus this year is the distribution of funds for local projects through the Inland Regional Energy Network (I-REN). Established in 2021, I-REN is a partnership with the Western Riverside Council of Governments and San Bernardino Council of Governments, serving the counties of San Bernardino and Riverside. These partners have collaborated to create locally administered, designed, and delivered energy efficiency programs and support. The aim is to address gaps in existing energy efficiency programs, cater to the needs of underserved customers, and ensure affordable access to energy efficiency programs across the region. The goal was to address some of the funding shortfalls resulting from reduced funding from the California Public Utilities Commission (CPUC) for Local Government Partnerships and energy efficiency programs, as well as the conclusion of the ten-year Desert Cities Energy Partnership funding. The CPUC-approved business plan allocates funding for both programs and additional staffing.

The I-REN program's ramp-up has been a significant task for CVAG's Energy & Sustainability staff. The $65.968 million budget, covering two counties over six years, includes funds for program administration. Staff initially concentrated on establishing governance and designing programs. I-REN will focus on three areas: Public Sector, Codes & Standards, and Workforce Education & Training. I-REN's vision is to connect residents, businesses, and local governments with a broad range of energy efficiency resources, increasing energy savings and equitable access throughout Riverside and San Bernardino Counties.

CVAG is currently leading programs related to Codes & Standards, working closely with local government building staff, such as Planning and Building Departments, to provide resources that support, train, and facilitate long-term streamlining of energy code compliance. This includes training sessions and online software systems to assist with building permits for energy projects like cool roofs, HVACs, and solar/microgrid systems.

Improving Air Quality

CVAG has a longstanding commitment to regional air quality improvement efforts. These efforts intensified after August 2023, when Tropical Storm Hilary caused unprecedented damage across the Coachella Valley. The storm deposited new mud and sediment, consisting of fine silt, which led to deteriorating air quality. The fine silt particles, much smaller than the typical storm deposits of gravel and sand, were more prone to becoming airborne.

Most of the air basin's criteria pollutants originate from the South Coast Air Basin. PM10 is produced locally and has been the focus of a longstanding partnership between the South Coast Air Quality Management District and CVAG. CVAG's regional street sweeping program is the primary control measure for PM10 in the Salton Sea Air Basin. Historically, the street sweeping program's funding has been included in CVAG's Community Resources budget. However, future CVAG budgets may detail this funding in this section as the Energy & Sustainability Committee has recommended decisions on this program.

Additional support has been provided for implementing the Community Air Monitoring Plans for the Eastern Coachella Valley, which track air quality actions prioritized by the community to reduce exposure to harmful air pollutants.

Supporting the Coachella Valley Energy Commission

CVAG actively works with the Imperial Irrigation District (IID), member jurisdictions, and the Coachella Valley Water District (CVWD) to address

long-term electricity service issues in eastern Riverside County. CVAG has a staffing agreement to provide IID with support for its Coachella Valley Energy Commission (CVEC) and efforts to reach consensus on future electrical service matters, such as infrastructure needs in the Coachella Valley, representation, and governance options for IID's Coachella Valley ratepayers. In 2024, CVAG expanded its role by entering into an agreement with Leading Resources Incorporated (LRI) to lead the Long-Term Governance and Electrical Services Strategic Plan.

Coordinating Community Recycling Programs

CVAG oversees several longstanding regional recycling programs. The CVAG Waste Tire Amnesty and Used Oil Recycling programs are funded by grants from CalRecycle and facilitate collection events throughout the Coachella Valley. The tire amnesty events provide residents with a convenient location to bring unwanted tires for proper recycling, preventing improper disposal or illegal dumping on vacant lands. The used oil recycling program hosts events where residents can recycle used oil and filters properly, avoiding improper disposal or illegal dumping.

Helping Property Owners Invest in Clean Energy

PACE, or Property Assessed Clean Energy, is a program that enables property owners, both residential and commercial, to finance energy improvement measures on their properties and repay those improvements through their property taxes. The idea is to allow property owners to enhance their quality of life without upfront costs, repaying the improvements gradually over time.

Typically, the energy savings from the improvements offset the increase in annual tax bills. CVAG continues to monitor and report on the status of residential and commercial PACE providers operating within CVAG's member jurisdictions, although these activities are decreasing.

Revitalizing the Salton Sea

CVAG and its Energy & Sustainability Committee are strong advocates for maintaining and revitalizing the Salton Sea. Staff activities include providing letters of support and disseminating information to member jurisdictions about various initiatives, such as the North Lake Concept developed by the Salton Sea Authority. Additionally, CVAG staff keeps committee members informed about regionally significant issues, including geothermal development in the Salton Sea region, lithium extraction, and the exploration of importing ocean water from the Sea of Cortez as part of the Salton Sea's restoration.

Staffing Sister Agencies

Through staffing agreements, CVAG also administers two other joint powers authorities. The department supports the Coachella Valley Conservation Commission (CVCC) in implementing the Coachella Valley Multiple Species Habitat Conservation Plan. The CVCC is responsible for a successful land acquisition program and the management of conservation lands. It also coordinates biological monitoring of the 27 animal and plant species and 27 natural communities covered by the plan. Since 1996, the baseline year for the CVMSHCP, over 100,000 acres of conservation lands have been acquired. CVAG also provides staff for Desert Community Energy (DCE), a Community Choice Energy program (also known as Community Choice Aggregation) comprising the cities of Palm Springs and Palm Desert. Community Choice Energy programs are legal entities that enable communities to source their own electricity, ending the monopolies held by traditional Investor-Owned Utilities. DCE began service in the City of Palm Springs in April 2020.

Coachella Valley Association of Governments

Implement I-REN programs across eastern Riverside County, including direct investments in local cities' Public Sector projects and expansion of the Codes & Standards trainings for member jurisdictions' staff.

Deploy CivicSpark fellows in local cities in partnership with I-REN programming.

Advocate for the region as policies are developed by the I-REN Executive Committee to protect the region's share of funding.

Complete the Long-Term Governance and Electrical Services Strategic Plan in partnership with IID's CVEC and build consensus around solutions to addressing long-term electricity concerns in the eastern Coachella Valley.

Spearhead another cycle of tire recycling and used oil filter recycling programs throughout the region.

Identify and work to secure planning and implementation funding for the regional shade and tree efforts as well as other climate adaptation and/or resiliency programs.

Track air quality concerns as a result of persistent dust storms and seek partnerships with Desert Healthcare District, Caltrans, South Coast Air Quality Management District and other stakeholders on solutions.

Desert Community Energy

Procure additional renewable energy and battery energy storage resources to meet DCE's climate action goals and help ensure future rate stability.

Continue building financial reserves to put DCE on solid financial footing.

Revitalize the Community Advisory Committee.

Develop the solar component of CVAG's Addressing Climate Change, Emergencies and Sand Storms (ACCESS) project along Indian Canyon Drive.

Expand commercial customer recognition program.

Coachella Valley Conservation Commission

Strategically evaluate opens spaces and conservation areas to ensure open spaces deemed most at risk for development is preserved habitat.

Evaluate and identify solutions for long-term needs of property acquisitions, including increased management and monitoring needs.

Develop a cooperative ranger initiative for conservation lands in collaboration with non-profit, State, and federal partners to address long-term management of conservation lands.

Implement a study for Wildlife Connectivity Assessment for Interstate 10 and Closely Associated Transportation Infrastructure in the Banning Pass that was awarded the largest non-acquisition grant since the inception of the CVMSHCP.

Create efficiencies to improve the public's understanding of the CVMSHCP, including integrating features that make the online versions of the budget, annual plan, and annual report documents more accessible.

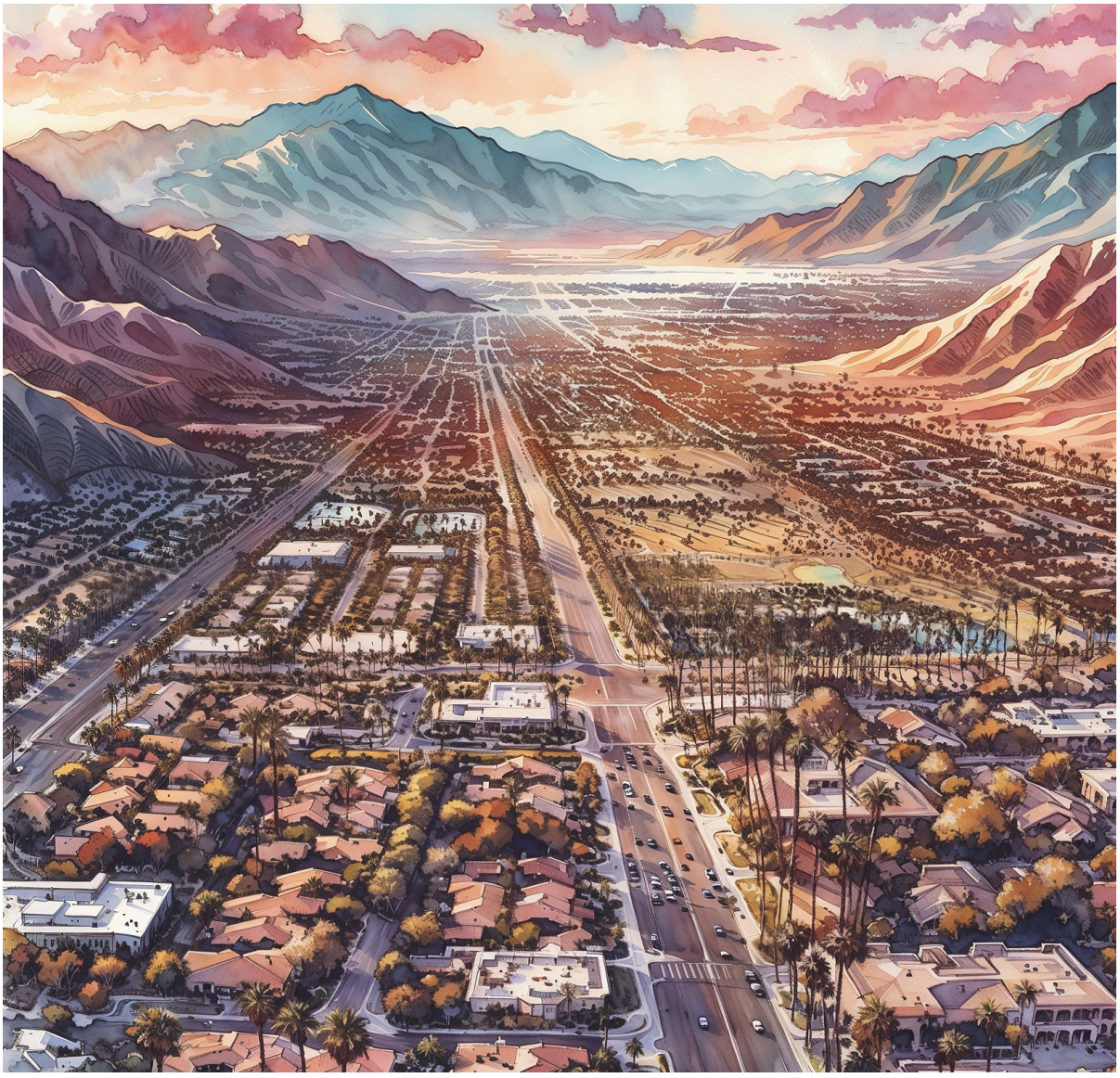
Finalize two Minor Amendments to the Plan that includes a Transfer of Conservation Objectives between the City of La Quinta and Riverside County and the Santa Rosa and San Jacinto National Monument Conservation Area Trails Plan

Identify and create funding proposals to support the restoration, stewardship, and access to public lands.

Elevate the presence of CVCC across the region throughout the 15th year of the CVMSHCP implementation, including hosting the annual conference for the National Habitat Conservation Plan Coalition.

ENERGY & SUSTAINABILITY BUDGET BY COST CENTER

	CVCC	AB 939	PACE	Aerial Photo	Tire Recycle	DCE	I-REN	Used Oil Recycling	Total
BEGINNING FUND BALANCE	**$ 89**	**$ 34,267**	**$ 48,002**	**$ 23,921**	**-**	**-**	**-**	**$ 55,776**	**$ 162,055**
Revenues / Funding Source									
Used Oil Grant	-	-	-	-	-	-	-	$ 7,506	$ 7,506
Tire Amnesty Grant	-	-	-	-	$ 50,000	-	-	-	$ 50,000
AB 939	-	$ 16,235	-	-	-	-	-	-	$ 16,235
PACE Funding	-	-	$ 8,000	-	-	-	-	-	$ 8,000
I-REN Admin Reimbursement	-	-	-	-	-	-	$ 748,608	-	$ 748,608
CVCC Admin Reimbursement	$ 1,683,141	-	-	-	-	-	-	-	$ 1,683,141
DCE Admin Reimbursement	-	-	-	-	-	$ 985,603	-	-	$ 985,603
Investment Income	-	$ 209	$ 777	-	-	-	-	$ 1,571	$ 2,556
Total Revenues/Funding Source	**$ 1,683,141**	**$ 16,444**	**$ 8,777**	**-**	**$ 50,000**	**$ 985,603**	**$ 748,608**	**$ 9,077**	**$ 3,501,650**
Expenditures / Expenditure									
Personnel									
Salaries	$ 866,282	$ 5,442	$ 3,007	-	$ 6,904	$ 571,349	$ 434,461	$ 11,830	$ 1,899,275
Benefits	$ 413,877	$ 2,735	$ 1,167	-	$ 2,293	$ 215,061	$ 184,855	$ 4,104	$ 824,093
Total Personnel	**$ 1,280,159**	**$ 8,177**	**$ 4,174**	**-**	**$ 9,197**	**$ 786,410**	**$ 619,316**	**$ 15,935**	**$ 2,723,368**
Non-Personnel									
Interest Expense	$ 11,972	$ 78	$ 42	-	$ 97	$ 7,966	$ 6,111	$ 165	$ 26,432
Office Operations	$ 52,961	$ 235	$ 138	-	$ 310	$ 38,106	$ 21,756	$ 540	$ 114,046
Meeting Attendance Stipends	-	$ 3,733	-	-	-	-	-	-	$ 3,733
Employee Travel or Training	$ 1,500	$ 9	$ 5	-	$ 12	$ 6,587	$ 3,249	$ 20	$ 11,383
Facility Expenses	$ 68,325	$ 423	$ 230	-	$ 526	$ 43,263	$ 33,134	$ 894	$ 146,797
Professional Services	$ 14,553	$ 91	$ 51	-	$ 116	$ 9,579	$ 8,165	$ 198	$ 32,752
Total Non-Personnel	**$ 149,311**	**$ 4,570**	**$ 467**	**-**	**$ 1,061**	**$ 105,501**	**$ 72,415**	**$ 1,818**	**$ 335,143**
Project/Program									
Capital Outlay	$ 76,774	$ 481	$ 267	-	$ 610	$ 50,533	$ 38,328	$ 1,046	$ 168,039
Debt Service	$ 31,512	$ 205	$ 111	-	$ 255	$ 20,936	$ 16,035	$ 433	$ 69,486
Consultants/Service Providers	$ 5,037	$ 32	$ 17	-	$ 40	$ 8,316	$ 2,515	$ 9,679	$ 25,635
Construction/Project Costs	$ 2,000	-	-	$ 10,000	$ 35,711	-	-	-	$ 47,711
Total Project/Program	**$ 115,323**	**$ 718**	**$ 395**	**$ 10,000**	**$ 36,616**	**$ 79,785**	**$ 56,878**	**$ 11,158**	**$ 310,872**
Other									
Operating Transfers Out	$ 138,348	$ 10,071	$ 10,875	-	$ 3,126	$ 13,906	-	-	$ 176,326
Operating Transfers In	-	($ 2,328)	-	-	-	-	-	-	($ 2,328)
Total Other	**$ 138,348**	**$ 7,743**	**$ 10,875**	**-**	**$ 3,126**	**$ 13,906**	**-**	**-**	**$ 173,998**
Total Expenditures/Expenditure	**$ 1,683,141**	**$ 21,208**	**$ 15,911**	**$ 10,000**	**$ 50,000**	**$ 985,603**	**$ 748,608**	**$ 28,910**	**$ 3,543,382**
Net Excess (Deficit)	**-**	**($ 4,764)**	**($ 7,135)**	**($ 10,000)**	**-**	**-**	**-**	**($ 19,834)**	**($ 41,732)**
ENDING FUND BALANCE	**$ 89**	**$ 29,503**	**$ 40,867**	**$ 13,921**	**-**	**-**	**-**	**$ 35,942**	**$ 120,323**



Administration

CVAG STAFF PROVIDES the day-to-day resources needed to implement programs that improve transportation, conserve precious habitat, promote sustainability, and provide solutions for chronically homeless individuals. Through staffing agreements, CVAG staff also administer the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE).

CVAG's Finance and Administration Departments ensure seamless operations for the various departments and programs. CVAG management continues to have a conservative and prudent approach to its recommendations. This has been seen in recent financial recommendations related to building fund balances and reducing CVAG's future obligations by paying down unfunded pension liabilities.

WORK PLAN FOR 2024–25

General Assembly

The General Assembly is the top policy-making body of CVAG. It comprises of 75 members, including the Riverside County Board of Supervisors, Mayors, City Councilmembers, and five Tribal Members from each member Tribal Nation. The General Assembly meets annually to elect officers, adopt an annual budget, and set a vision for the ensuing year.

Executive Committee

The Executive Committee is a 19-member policy-making body of CVAG that meets between sessions of the General Assembly. Membership comprises the Riverside County Board of Supervisors, Mayors of each member city, and the Chairs of each member Tribal Nation, unless a member's jurisdictional body designates another member of the City or Tribal Council to serve as the member. The Executive Committee is the instrument for a regional approach to policy making for the local governments of the Coachella Valley.

Program Operations & Implementations

CVAG's programs have expanded, contracted, and changed over the decades. What began as a regional planning agency has evolved into an agency that also delivers projects and operates programs on a regional level. CVAG and its associated joint powers agencies are the lead or implementing agencies for a wide range of programs, which include:

Constructing active transportation infrastructure such as CV Link and the Arts & Music Line; Deploying Intelligent Transportation System technologies through CV Sync and the regional synchronization of traffic signals; Implementing air quality programs such as the regional street sweeping program to limit airborne dust; Operating the CV Housing First program to provide permanent housing solutions for chronically homeless individuals across the Coachella Valley; Acquiring land through the CVCC and managing thousands of acres of habitat to protect threatened species and implement the Coachella Valley Multiple Species Habitat Conservation Plan; and Purchasing carbon-free electricity for ratepayers as DCE is the default electric choice in the City of Palm Springs.

ANTICIPATED MILESTONES

Implement the modernization of CVAG's financial systems by transitioning from an antiquated accounting process to an Enterprise Resource Planning (ERP) system.

Streamline operations in the Finance Department and Human Resources to make all three agencies more efficient and effective, including shifting to all electronic filings and conversion to direct deposit for elected officials' stipend payments.

Encourage participation by the public and member jurisdictions through improvements to the agenda system and online communications.

Ensure the public's business is conducted in a transparent, accommodating, and accessible manner, including continued advocacy for the use of videoconferencing for meetings.

GENERAL FUND BY PROGRAM

	Community Resources	Energy & Sustainability	Administration	Total
BEGINNING FUND BALANCE				**$ 2,707,138**
Revenues / Funding Source				
Contributions	-	-	$ 50,000	$ 50,000
Other Finance Source - RTU	-	-	$ 523,035	$ 523,035
CVAG Dues	$ 157,195	$ 335,742	$ 104,003	$ 596,940
Investment Income	-	-	$ 19,771	$ 19,771
Total Revenues / Funding Source	**$ 157,195**	**$ 335,742**	**$ 696,809**	**$ 1,189,746**
Expenditures / Expenditure				
Personnel				
Salaries	$ 27,414	$ 160,916	-	$ 188,330
Benefits	$ 15,258	$ 69,620	-	$ 84,878
Total Personnel	**$ 42,673**	**$ 230,536**	**-**	**$ 273,208**
Non-Personnel				
Interest Expense	$ 366	$ 2,223	-	$ 2,589
Office Operations	$ 1,255	$ 7,180	-	$ 8,435
Meeting Attendance Stipends	$ 17,600	$ 3,733	$ 16,625	$ 37,958
Employee Travel or Training	$ 47	$ 277	-	$ 325
Facility Expenses	$ 2,002	$ 12,083	-	$ 14,085
Professional Services	$ 461	$ 2,690	-	$ 3,151
Total Non-Personnel	**$ 21,731**	**$ 28,187**	**$ 16,625**	**$ 66,542**
Project/Program				
Capital Outlay	$ 2,430	$ 14,192	$ 523,035	$ 539,657
Debt Service	$ 969	$ 5,847	-	$ 6,816
Consultants/Service Providers	$ 159	$ 180,931	-	$ 181,091
Construction/Project Costs	-	-	$ 50,060	$ 50,060
Total Project/Program	**$ 3,558**	**$ 200,971**	**$ 573,095**	**$ 777,623**
Other				
Operating Transfers Out	$ 117,995	$ 159,391	-	$ 277,386
Operating Transfers In	-	-	($ 1,000,000)	($ 1,000,000)
Total Other	**$ 117,995**	**$ 159,391**	**($ 1,000,000)**	**($ 722,614)**
Total Expenditures / Expenditure	**$ 185,956**	**$ 619,084**	**($ 410,280)**	**$ 394,760**
Net Excess (Deficit)	**($ 28,761)**	**($ 283,342)**	**$ 1,107,089**	**$ 794,986**
ENDING FUND BALANCE				**$ 3,502,124**

Funds / Cost Centers

THIS SECTION OF THE DOCUMENT presents the financial overview of each fund, which can also be considered cost centers for CVAG's various projects and programs. In each report, the proposed fiscal year 2024–25 budget is compared with the financial figures for 2022–23, the adopted budget for 2023–24 as well as the estimated year-end figures for 2023–24.

The budget continues to incorporate CVAG's longstanding focus of relying on outside funding—particularly grants, and state and federal funds—to fund projects, programs, and the related administrative costs.

101 - GENERAL FUND

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 1,876,925**	**$ 2,084,448**	**$ 2,135,179**	**$ 2,707,138**
Revenues / Funding Source				
Contributions	$ 85,100	-	$ 50,000	$ 50,000
Other Revenues	$ 8,779	$ 6,500	$ 230,421	-
Gain (Loss) in Investments	($ 25,944)	-	-	-
Other Finance Source - ROU	$ 1,289,097	-	-	-
Other Finance Source - RTU	$ 77,810	-	-	$ 523,035
CVAG Dues	$ 538,706	$ 574,721	$ 581,782	$ 596,940
Investment Income	$ 28,775	$ 18,835	$ 29,656	$ 19,771
Total Revenues / Funding Source	$ 2,002,323	$ 600,056	$ 891,860	$ 1,189,746
Expenditures / Expenditure				
Personnel				
Salaries	$ 168,599	$ 181,552	$ 112,301	$ 188,330
Benefits	$ 72,097	$ 86,077	$ 47,618	$ 84,878
Total Personnel	$ 240,697	$ 267,630	$ 159,919	$ 273,208
Non-Personnel				
Interest Expense	$ 1,178	-	$ 2,248	$ 2,589
Office Operations	$ 13,553	$ 12,405	$ 6,789	$ 8,435
Meeting Attendance Stipends	$ 12,632	$ 21,282	$ 29,333	$ 37,958
Employee Travel or Training	$ 1,395	$ 1,147	$ 230	$ 325
Facility Expenses	$ 15,642	$ 18,619	$ 9,240	$ 14,085
Professional Services	$ 9,463	$ 8,855	$ 1,452	$ 3,151
Total Non-Personnel	$ 53,863	$ 62,308	$ 49,292	$ 66,542
Project/Program				
Capital Outlay	$ 1,369,133	$ 10,320	-	$ 539,657
Debt Service	$ 1,048	-	$ 4,510	$ 6,816
Consultants/Service Providers	$ 3,497	-	$ 54,039	$ 181,091
Construction/Project Costs	$ 75,832	$ 28,750	$ 50,054	$ 50,060
Total Project/Program	$ 1,449,509	$ 39,070	$ 108,603	$ 777,623
Other				
Operating Transfers Out	-	-	$ 2,086	$ 277,386
Operating Transfers In	-	-	-	($ 1,000,000)
Total Other	-	-	$ 2,086	($ 722,614)
Total Expenditures / Expenditure	$ 1,744,069	$ 369,008	$ 319,900	$ 394,760
Net Excess (Deficit)	$ 258,254	$ 231,048	$ 571,959	$ 794,986
Ending Fund Balance	**$ 2,135,179**	**$ 2,315,496**	**$ 2,707,138**	**$ 3,502,124**

202 - PACE

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 38,051**	**$ 42,770**	**$ 43,222**	**$ 48,002**
Revenues / Funding Source				
PACE Funding	$ 7,559	$ 6,700	$ 8,622	$ 8,000
Investment Income	$ 1,130	$ 1,259	$ 1,165	$ 777
Total Revenues / Funding Source	$ 8,689	$ 7,959	$ 9,787	$ 8,777
Expenditures / Expenditure				
Personnel				
Salaries	$ 2,174	$ 7,710	$ 2,966	$ 3,007
Benefits	$ 711	$ 3,740	$ 1,053	$ 1,167
Total Personnel	$ 2,885	$ 11,450	$ 4,018	$ 4,174
Non-Personnel				
Interest Expense	$ 14	-	$ 40	$ 42
Office Operations	$ 183	$ 529	$ 154	$ 138
Meeting Attendance Stipends	$ 7	$ 33	-	-
Employee Travel or Training	$ 5	$ 49	$ 6	$ 5
Facility Expenses	$ 192	$ 767	$ 231	$ 230
Professional Services	$ 137	$ 376	$ 341	$ 51
Total Non-Personnel	$ 537	$ 1,755	$ 773	$ 467
Project/Program				
Capital Outlay	$ 61	$ 439	-	$ 267
Debt Service	$ 13	-	$ 80	$ 111
Consultants/Service Providers	$ 22	-	$ 135	$ 17
Construction/Project Costs	-	-	-	-
Total Project/Program	$ 96	$ 439	$ 215	$ 395
Other				
Operating Transfers Out	-	-	-	$ 10,875
Total Other	-	-	-	$ 10,875
Total Expenditures / Expenditure	$ 3,519	$ 13,643	$ 5,006	$ 15,911
Net Excess (Deficit)	$ 5,170	($ 5,684)	$ 4,780	($ 7,135)
Ending Fund Balance	**$ 43,222**	**$ 37,086**	**$ 48,002**	**$ 40,867**

203 - AERIAL PHOTOGRAPHY

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 23,921**	**$ 23,921**	**$ 23,921**	**$ 23,921**
Expenditures / Expenditure				
Project/Program				
Construction/Project Costs	-	$ 10,000	-	$ 10,000
Total Project/Program	-	$ 10,000	-	$ 10,000
Total Expenditures / Expenditure	-	$ 10,000	-	$ 10,000
Net Excess (Deficit)	-	($ 10,000)	-	($ 10,000)
Ending Fund Balance	**$ 23,921**	**$ 13,921**	**$ 23,921**	**$ 13,921**

205 - HOMELESS

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 2,636,765**	**$ 2,648,214**	**$ 2,680,331**	**$ 2,551,971**
Revenues / Funding Source				
Contributions	$ 27,000	$ 27,000	$ 27,000	$ 27,000
Member Agencies and Partners - CVHF	$ 1,466,667	$ 1,442,000	$ 1,421,504	$ 1,277,450
Other Revenues	-	-	-	-
Gain (Loss) in Investments	($ 14,558)	-	-	-
Investment Income	$ 58,649	$ 40,152	$ 60,445	$ 40,296
Total Revenues / Funding Source	$ 1,537,758	$ 1,509,152	$ 1,508,949	$ 1,344,746
Expenditures / Expenditure				
Personnel				
Salaries	$ 528,071	$ 555,698	$ 579,738	$ 636,334
Benefits	$ 259,154	$ 265,488	$ 321,898	$ 360,458
Total Personnel	$ 787,225	$ 821,186	$ 901,636	$ 996,792
Non-Personnel				
Interest Expense	$ 836	-	$ 984	$ 3,372
Office Operations	$ 43,009	$ 56,273	$ 48,428	$ 49,360
Meeting Attendance Stipends	$ 1,727	$ 2,370	-	-
Employee Travel or Training	$ 19,162	$ 29,890	$ 25,137	$ 22,802
Facility Expenses	$ 48,622	$ 103,482	$ 113,519	$ 120,418
Professional Services	$ 47,884	$ 71,576	$ 23,847	$ 29,190
Total Non-Personnel	$ 161,240	$ 263,592	$ 211,915	$ 225,141
Project/Program				
Capital Outlay	$ 953	$ 31,606	-	$ 56,394
Debt Service	$ 2,913	-	$ 1,975	$ 10,888
Crisis Stabilization Unit Rent and Utilities - CVHF	$ 402,487	$ 479,365	$ 343,064	$ 303,502
Consultants/Service Providers	$ 4,388	-	$ 22,209	$ 3,700
Construction/Project Costs	$ 92,366	$ 88,450	$ 148,053	$ 128,070
Rapid Resolutions - CVHF	$ 35,798	$ 45,000	$ 2,139	$ 3,000
Mobile Access Center - CVHF	$ 6,820	$ 8,060	$ 6,317	$ 6,200
Total Project/Program	$ 545,726	$ 652,481	$ 523,757	$ 511,755
Total Expenditures / Expenditure	$ 1,494,191	$ 1,737,259	$ 1,637,308	$ 1,733,687
Net Excess (Deficit)	$ 43,567	($ 228,107)	($ 128,360)	($ 388,941)
Ending Fund Balance	**$ 2,680,331**	**$ 2,420,107**	**$ 2,551,971**	**$ 2,163,030**

207 - TIRE RECYCLING

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**-**	**-**	**-**	**-**
Revenues / Funding Source				
Other Revenues	-	$ 50,000	-	-
Tire Amnesty Grant	$ 22,799	-	$ 20,105	$ 50,000
Total Revenues / Funding Source	$ 22,799	$ 50,000	$ 20,105	$ 50,000
Expenditures / Expenditure				
Personnel				
Salaries	$ 3,310	$ 7,648	$ 2,555	$ 6,904
Benefits	$ 1,415	$ 3,570	$ 906	$ 2,293
Total Personnel	$ 4,725	$ 11,219	$ 3,461	$ 9,197
Non-Personnel				
Interest Expense	$ 20	-	$ 30	$ 97
Office Operations	$ 278	$ 527	$ 134	$ 310
Meeting Attendance Stipends	$ 12	$ 33	-	-
Employee Travel or Training	$ 10	$ 48	$ 6	$ 12
Facility Expenses	$ 302	$ 766	$ 195	$ 526
Professional Services	$ 175	$ 373	$ 27	$ 116
Total Non-Personnel	$ 796	$ 1,747	$ 393	$ 1,061
Project/Program				
Capital Outlay	$ 113	$ 435	-	$ 610
Debt Service	$ 18	-	$ 61	$ 255
Consultants/Service Providers	$ 40	$ 15,000	$ 124	$ 40
Construction/Project Costs	$ 18,085	$ 25,000	$ 31,915	$ 35,711
Total Project/Program	$ 18,255	$ 40,435	$ 32,100	$ 36,616
Other				
Operating Transfers Out	-	-	$ 15,733	$ 3,126
Operating Transfers In	($ 978)	($ 3,401)	($ 31,582)	-
Total Other	($ 978)	($ 3,401)	($ 15,849)	$ 3,126
Total Expenditures / Expenditure	$ 22,799	$ 50,000	$ 20,105	$ 50,000
Net Excess (Deficit)	-	-	-	-
Ending Fund Balance	**-**	**-**	**-**	**-**

210 - DESERT COMMUNITY ENERGY

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**-**	**-**	**-**	**-**
Revenues / Funding Source				
DCE Administrative Reimbursement	$ 660,671	$ 893,965	$ 676,232	$ 985,603
Other Revenues	-	-	-	-
PACE Funding	-	-	-	-
Total Revenues / Funding Source	$ 660,671	$ 893,965	$ 676,232	$ 985,603
Expenditures / Expenditure				
Personnel				
Salaries	$ 400,704	$ 519,535	$ 411,897	$ 571,349
Benefits	$ 148,079	$ 222,793	$ 156,640	$ 215,061
Total Personnel	$ 548,784	$ 742,328	$ 568,536	$ 786,410
Non-Personnel				
Interest Expense	$ 2,569	-	$ 6,874	$ 7,966
Office Operations	$ 32,960	$ 37,572	$ 26,705	$ 38,106
Meeting Attendance Stipends	$ 1,396	$ 2,216	-	-
Employee Travel or Training	$ 3,240	$ 4,284	$ 5,515	$ 6,587
Facility Expenses	$ 38,712	$ 52,424	$ 33,613	$ 43,263
Professional Services	$ 21,512	$ 25,598	$ 5,277	$ 9,579
Total Non-Personnel	$ 100,388	$ 122,094	$ 77,984	$ 105,501
Project/Program				
Capital Outlay	$ 6,521	$ 29,544	-	$ 50,533
Debt Service	$ 2,285	-	$ 13,795	$ 20,936
Consultants/Service Providers	$ 2,693	-	$ 15,917	$ 8,316
Construction/Project Costs	-	-	-	-
Total Project/Program	$ 11,499	$ 29,544	$ 29,712	$ 79,785
Other				
Operating Transfers Out	-	-	-	$ 13,906
Total Other	-	-	-	$ 13,906
Total Expenditures / Expenditure	$ 660,671	$ 893,965	$ 676,232	$ 985,603
Net Excess (Deficit)	-	-	-	-
Ending Fund Balance	**-**	**-**	**-**	**-**

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**($ 68,486)**	**-**	**($ 238,065)**	**-**
Revenues / Funding Source				
Contributions	-	-	-	-
I-REN Admin Reimbursement	$ 109,330	$ 728,771	$ 605,164	$ 748,608
Total Revenues / Funding Source	$ 109,330	$ 728,771	$ 605,164	$ 748,608
Expenditures / Expenditure				
Personnel				
Salaries	$ 167,648	$ 415,452	$ 215,879	$ 434,461
Benefits	$ 61,266	$ 171,947	$ 94,844	$ 184,855
Total Personnel	$ 228,914	$ 587,399	$ 310,722	$ 619,316
Non-Personnel				
Interest Expense	$ 915	-	$ 4,046	$ 6,111
Office Operations	$ 13,965	$ 29,109	$ 14,620	$ 21,756
Meeting Attendance Stipends	$ 819	$ 1,765	-	-
Employee Travel or Training	$ 3,726	$ 6,265	$ 1,435	$ 3,249
Facility Expenses	$ 16,485	$ 45,269	$ 17,969	$ 33,134
Professional Services	$ 9,832	$ 25,436	$ 3,673	$ 8,165
Total Non-Personnel	$ 45,744	$ 107,845	$ 41,742	$ 72,415
Project/Program				
Capital Outlay	$ 2,449	$ 23,528	-	$ 38,328
Debt Service	$ 814	-	$ 8,118	$ 16,035
Consultants/Service Providers	$ 989	$ 10,000	$ 8,603	$ 2,515
Construction/Project Costs	-	-	-	-
Total Project/Program	$ 4,252	$ 33,528	$ 16,721	$ 56,878
Other				
Operating Transfers In	-	-	($ 2,086)	-
Total Other	-	-	($ 2,086)	-
Total Expenditures / Expenditure	$ 278,910	$ 728,771	$ 367,099	$ 748,608
Net Excess (Deficit)	($ 169,580)	-	$ 238,065	-
Ending Fund Balance	**($ 238,065)**	**-**	**-**	**-**

301 - AB 2766

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 508,286**	**$ 631,349**	**$ 733,083**	**$ 929,285**
Revenues / Funding Source				
AB2766	$ 420,482	$ 404,588	$ 432,210	$ 427,050
Gain (Loss) in Investments	($ 8,351)	-	-	-
Investment Income	$ 14,208	$ 3,776	$ 14,643	$ 9,762
Total Revenues / Funding Source	$ 426,339	$ 408,364	$ 446,853	$ 436,812
Expenditures / Expenditure				
Personnel				
Salaries	$ 8,174	$ 11,379	$ 29,824	$ 31,799
Benefits	$ 3,426	$ 5,407	$ 12,436	$ 13,175
Total Personnel	$ 11,600	$ 16,785	$ 42,260	$ 44,975
Non-Personnel				
Interest Expense	$ 58	-	$ 458	$ 440
Office Operations	$ 658	$ 755	$ 1,545	$ 1,423
Meeting Attendance Stipends	$ 2,194	$ 4,257	$ 3,133	$ 3,733
Employee Travel or Training	$ 22	$ 72	$ 61	$ 55
Facility Expenses	$ 730	$ 1,121	$ 2,436	$ 2,393
Professional Services	$ 461	$ 555	$ 376	$ 534
Total Non-Personnel	$ 4,122	$ 6,760	$ 8,011	$ 8,579
Project/Program				
Capital Outlay	$ 243	$ 647	-	$ 2,817
Debt Service	$ 51	-	$ 920	$ 1,158
Consultants/Service Providers	$ 91	$ 1,500	$ 1,169	$ 185
Construction/Project Costs	-	-	-	-
Total Project/Program	$ 385	$ 2,147	$ 2,089	$ 4,160
Other				
Operating Transfers Out	$ 185,435	$ 361,706	$ 198,292	$ 442,998
Operating Transfers In	-	-	-	-
Total Other	$ 185,435	$ 361,706	$ 198,292	$ 442,998
Total Expenditures / Expenditure	$ 201,542	$ 387,398	$ 250,652	$ 500,712
Net Excess (Deficit)	$ 224,798	$ 20,966	$ 196,201	($ 63,900)
Ending Fund Balance	**$ 733,083**	**$ 652,315**	**$ 929,285**	**$ 865,385**

321 - USED OIL RECYCLING GRANT

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 83,483**	**$ 52,889**	**$ 82,386**	**$ 55,776**
Revenues / Funding Source				
Used Oil Grant	$ 56,595	$ 72,642	$ 91,889	$ 7,506
Gain (Loss) in Investments	($ 639)	-	-	-
Investment Income	$ 2,286	$ 2,428	$ 2,356	$ 1,571
Total Revenues / Funding Source	$ 58,242	$ 75,070	$ 94,245	$ 9,077
Expenditures / Expenditure				
Personnel				
Salaries	$ 6,324	$ 9,138	$ 9,231	$ 11,830
Benefits	$ 2,352	$ 4,184	$ 3,153	$ 4,104
Total Personnel	$ 8,676	$ 13,322	$ 12,384	$ 15,935
Non-Personnel				
Interest Expense	$ 38	-	$ 121	$ 165
Office Operations	$ 10,825	$ 11,625	$ 10,554	$ 540
Meeting Attendance Stipends	$ 24	$ 39	-	-
Employee Travel or Training	$ 14	$ 58	$ 20	$ 20
Facility Expenses	$ 550	$ 908	$ 709	$ 894
Professional Services	$ 294	$ 446	$ 101	$ 198
Total Non-Personnel	$ 11,745	$ 13,076	$ 11,505	$ 1,818
Project/Program				
Capital Outlay	$ 376	$ 520	-	$ 1,046
Debt Service	$ 34	-	$ 243	$ 433
Consultants/Service Providers	$ 34,190	$ 30,000	$ 57,966	$ 9,679
Construction/Project Costs	$ 4,319	$ 15,000	$ 7,174	-
Total Project/Program	$ 38,919	$ 45,520	$ 65,383	$ 11,158
Other				
Operating Transfers Out	-	-	$ 31,582	-
Operating Transfers In	-	-	-	-
Total Other	-	-	$ 31,582	-
Total Expenditures / Expenditure	$ 59,339	$ 71,917	$ 120,855	$ 28,910
Net Excess (Deficit)	($ 1,097)	$ 3,153	($ 26,610)	($ 19,834)
Ending Fund Balance	**$ 82,386**	**$ 56,042**	**$ 55,776**	**$ 35,942**

411 - SCAG

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 230**	**-**	**-**	**-**
Revenues / Funding Source				
SCAG	$ 188,476	$ 1,607,333	$ 4,480	-
Total Revenues / Funding Source	$ 188,476	$ 1,607,333	$ 4,480	-
Expenditures / Expenditure				
Personnel				
Salaries	$ 12,592	$ 12,674	$ 13,567	$ 5,690
Benefits	$ 4,602	$ 4,215	$ 4,774	$ 2,474
Total Personnel	$ 17,194	$ 16,889	$ 18,341	$ 8,164
Non-Personnel				
Interest Expense	$ 84	-	$ 191	$ 265
Office Operations	$ 946	$ 855	$ 726	$ 286
Meeting Attendance Stipends	$ 48	$ 54	-	-
Employee Travel or Training	$ 44	$ 80	$ 26	$ 10
Facility Expenses	$ 1,153	$ 1,258	$ 1,161	$ 1,296
Professional Services	$ 609	$ 618	$ 189	$ 96
Total Non-Personnel	$ 2,884	$ 2,865	$ 2,293	$ 1,952
Project/Program				
Capital Outlay	$ 427	$ 721	-	$ 504
Debt Service	$ 75	-	$ 383	$ 629
Consultants/Service Providers	$ 33,242	-	$ 464	$ 33
Construction/Project Costs	$ 139,731	$ 1,586,305	-	-
Total Project/Program	$ 173,475	$ 1,587,026	$ 846	$ 1,166
Other				
Operating Transfers Out	-	$ 554	-	-
Operating Transfers In	($ 4,847)	-	($ 16,999)	($ 11,282)
Total Other	($ 4,847)	$ 554	($ 16,999)	($ 11,282)
Total Expenditures / Expenditure	$ 188,706	$ 1,607,333	$ 4,480	-
Net Excess (Deficit)	($ 230)	-	-	-
Ending Fund Balance	**-**	**-**	**-**	**-**

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 12,819**	**$ 44,767**	**$ 19,325**	**$ 34,267**
Revenues / Funding Source				
AB939	$ 15,826	$ 15,615	$ 16,235	$ 16,235
Gain (Loss) in Investments	($ 255)	-	-	-
Investment Income	$ 304	$ 85	$ 314	$ 209
Total Revenues / Funding Source	$ 15,876	$ 15,700	$ 16,548	$ 16,444
Expenditures / Expenditure				
Personnel				
Salaries	$ 3,352	$ 4,414	$ 8,555	$ 5,442
Benefits	$ 1,800	$ 2,243	$ 3,620	$ 2,735
Total Personnel	$ 5,151	$ 6,657	$ 12,175	$ 8,177
Non-Personnel				
Interest Expense	$ 20	-	$ 149	$ 78
Office Operations	$ 325	$ 298	$ 435	$ 235
Meeting Attendance Stipends	$ 2,178	$ 4,227	$ 3,133	$ 3,733
Employee Travel or Training	$ 6	$ 128	$ 17	$ 9
Facility Expenses	$ 283	$ 449	$ 706	$ 423
Professional Services	$ 184	$ 215	$ 111	$ 91
Total Non-Personnel	$ 2,996	$ 5,317	$ 4,551	$ 4,570
Project/Program				
Capital Outlay	$ 169	$ 251	-	$ 481
Debt Service	$ 18	-	$ 298	$ 205
Consultants/Service Providers	$ 58	-	$ 317	$ 32
Construction/Project Costs	-	$ 1,500	-	-
Total Project/Program	$ 244	$ 1,751	$ 615	$ 718
Other				
Operating Transfers Out	$ 978	$ 3,401	-	$ 10,071
Operating Transfers In	-	-	($ 15,733)	($ 2,328)
Total Other	$ 978	$ 3,401	($ 15,733)	$ 7,743
Total Expenditures / Expenditure	$ 9,369	$ 17,126	$ 1,607	$ 21,208
Net Excess (Deficit)	$ 6,507	($ 1,426)	$ 14,941	($ 4,764)
Ending Fund Balance	**$ 19,325**	**$ 43,341**	**$ 34,267**	**$ 29,503**

601 - TUMF

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 10,919,048**	**$ 16,807,707**	**$ 15,314,669**	**$ 16,351,115**
Revenues / Funding Source				
Measure "A" - "In-Lieu" TUMF Revenue	$ 23,580	-	-	-
TUMF Revenues	$ 7,715,614	$ 7,222,975	$ 4,394,482	$ 5,244,197
Transportation Local Contribution	$ 230,291	$ 1,208,734	$ 65,393	-
RCTC - PP & M	$ 46,007	-	-	-
Contributions	-	-	-	-
Other Revenues	-	-	$ 1,129	-
Gain (Loss) in Investments	($ 125,545)	-	-	-
Investment Income	$ 497,852	$ 191,891	$ 402,140	$ 268,093
Total Revenues / Funding Source	$ 8,387,798	$ 8,623,600	$ 4,863,144	$ 5,512,290
Expenditures / Expenditure				
Personnel				
Salaries	$ 243,296	$ 317,408	$ 329,220	$ 432,646
Benefits	$ 93,857	$ 129,453	$ 131,800	$ 204,635
Total Personnel	$ 337,153	$ 446,861	$ 461,021	$ 637,280
Non-Personnel				
Interest Expense	$ 1,614	-	$ 5,926	$ 5,078
Office Operations	$ 21,511	$ 22,585	$ 28,841	$ 23,243
Meeting Attendance Stipends	$ 2,732	$ 4,539	$ 2,660	$ 3,430
Employee Travel or Training	$ 5,158	$ 3,207	$ 7,647	$ 7,451
Facility Expenses	$ 22,349	$ 31,361	$ 26,771	$ 25,499
Professional Services	$ 207,253	$ 246,489	$ 173,110	$ 661,036
Total Non-Personnel	$ 260,616	$ 308,181	$ 244,955	$ 725,737
Project/Program				
Capital Outlay	$ 6,006	$ 18,053	-	$ 15,297
Debt Service	$ 1,450	-	$ 11,891	$ 12,366
Consultants/Service Providers	$ 9,233	-	$ 21,096	$ 2,270,929
Construction/Project Costs	$ 3,377,719	$ 7,785,057	$ 3,087,735	$ 11,016,340
Total Project/Program	$ 3,394,408	$ 7,803,110	$ 3,120,722	$ 13,314,931
Other				
Operating Transfers Out	-	-	-	$ 5,008,809
Operating Transfers In	-	-	-	-
Total Other	-	-	-	$ 5,008,809
Total Expenditures / Expenditure	$ 3,992,178	$ 8,558,151	$ 3,826,698	$ 19,686,756
Net Excess (Deficit)	$ 4,395,620	$ 65,449	$ 1,036,446	($ 14,174,466)
Ending Fund Balance	**$ 15,314,669**	**$ 16,873,156**	**$ 16,351,115**	**$ 2,176,649**

610 - OTHER TRANSPORTATION FUNDING

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**-**	**-**	**-**	**-**
Revenues / Funding Source				
Transportation Local Contribution	-	-	$ 2,109,970	$ 4,685,625
CPUC - LATA Grant	-	-	$ 308,118	$ 670,342
Contributions	-	-	-	-
Other Revenues	-	-	-	$ 9,900,000
Total Revenues / Funding Source	-	-	$ 2,418,087	$ 15,255,967
Expenditures / Expenditure				
Personnel				
Salaries	-	-	$ 85,591	$ 165,655
Benefits	-	-	$ 31,991	$ 60,737
Total Personnel	-	-	$ 117,582	$ 226,393
Non-Personnel				
Interest Expense	-	-	$ 2,789	$ 1,592
Office Operations	-	-	$ 3,657	$ 1,249
Employee Travel or Training	-	-	$ 186	-
Facility Expenses	-	-	$ 6,835	$ 7,405
Professional Services	-	-	$ 309,175	$ 10,570,342
Total Non-Personnel	-	-	$ 322,641	$ 10,580,588
Project/Program				
Debt Service	-	-	$ 5,596	$ 3,599
Consultants/Service Providers	-	-	$ 773,859	$ 976,125
Construction/Project Costs	-	-	$ 1,338,943	$ 2,815,750
Rapid Resolutions - CVHF	-	-	-	-
Total Project/Program	-	-	$ 2,118,399	$ 3,795,474
Other				
Operating Transfers In	-	-	($ 140,535)	-
Total Other	-	-	($ 140,535)	-
Total Expenditures / Expenditure	-	-	$ 2,418,087	$ 14,602,454
Net Excess (Deficit)	-	-	-	$ 653,513
Ending Fund Balance	**-**	**-**	**-**	**$ 653,513**

611 - MEASURE A

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 49,509,166**	**$ 51,508,211**	**$ 48,332,418**	**$ 57,848,742**
Revenues / Funding Source				
Measure "A"	$ 15,412,363	$ 40,688,439	$ 58,470,918	$ 88,815,748
Transportation Local Contribution	$ 114,922	$ 235,843	($ 213,008)	-
Loan Repayments	$ 10,421	-	$ 10,421	$ 10,421
RCTC Admin Reimbursements	$ 748,908	$ 1,457,500	$ 4,682,955	$ 6,664,448
RCTC - PP & M	$ 85,441	-	-	-
Other Revenues	-	-	$ 2,097	-
Gain (Loss) in Investments	$ 35,109	-	-	-
Investment Income	$ 848,569	$ 875,974	$ 1,529,587	$ 1,019,725
Total Revenues / Funding Source	$ 17,255,734	$ 43,257,755	$ 64,482,971	$ 96,510,341
Expenditures / Expenditure				
Personnel				
Salaries	$ 338,664	$ 604,194	$ 571,446	$ 857,197
Benefits	$ 133,686	$ 243,887	$ 219,198	$ 398,063
Total Personnel	$ 472,350	$ 848,081	$ 790,645	$ 1,255,260
Non-Personnel				
Interest Expense	$ 1,004,130	-	$ 887,231	$ 754,607
Office Operations	$ 31,728	$ 42,761	$ 52,091	$ 144,847
Meeting Attendance Stipends	$ 4,685	$ 8,492	$ 4,943	$ 6,370
Employee Travel or Training	$ 9,211	$ 6,020	$ 14,118	$ 13,930
Facility Expenses	$ 31,165	$ 59,297	$ 46,442	$ 49,325
Professional Services	$ 377,271	$ 458,484	$ 391,926	$ 434,690
Total Non-Personnel	$ 1,458,191	$ 575,054	$ 1,396,751	$ 1,403,771
Project/Program				
Capital Outlay	$ 8,336	$ 34,364	-	$ 233,169
Debt Service	$ 2,012,352	-	$ 2,154,809	$ 2,291,267
Consultants/Service Providers	$ 448,261	$ 1,813,974	$ 2,682,855	$ 5,947,751
Construction/Project Costs	$ 6,838,099	$ 14,957,961	$ 6,454,818	$ 18,087,041
Total Project/Program	$ 9,307,049	$ 16,806,299	$ 11,292,482	$ 26,559,229
Other				
Operating Transfers Out	$ 8,864,892	$ 24,731,348	$ 41,486,770	$ 64,162,241
Operating Transfers In	($ 1,670,000)	-	-	-
Total Other	$ 7,194,892	$ 24,731,348	$ 41,486,770	$ 64,162,241
Total Expenditures / Expenditure	$ 18,432,481	$ 42,960,782	$ 54,966,648	$ 93,380,500
Net Excess (Deficit)	($ 1,176,747)	$ 296,973	$ 9,516,324	$ 3,129,841
Ending Fund Balance	**$ 48,332,418**	**$ 51,805,184**	**$ 57,848,742**	**$ 60,978,583**

612 - LTF / PP&M

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**-**	**-**	**$ 428,420**	**$ 1,056,127**
Revenues / Funding Source				
CPUC - LATA Grant	-	$ 978,460	-	-
RCTC - PP & M	-	$ 95,000	$ 95,000	$ 93,723
RCTC - LTF	$ 585,000	$ 697,500	$ 697,500	$ 697,500
Investment Income	$ 12,647	$ 5,024	$ 13,034	$ 8,689
Total Revenues / Funding Source	$ 597,647	$ 1,775,984	$ 805,534	$ 799,913
Expenditures / Expenditure				
Personnel				
Salaries	$ 9,373	$ 11,621	$ 12,315	$ 10,385
Benefits	$ 4,243	$ 5,621	$ 4,999	$ 5,295
Total Personnel	$ 13,616	$ 17,242	$ 17,315	$ 15,681
Non-Personnel				
Interest Expense	$ 63	-	$ 242	$ 142
Office Operations	$ 702	$ 775	$ 603	$ 455
Meeting Attendance Stipends	$ 34	$ 50	-	-
Employee Travel or Training	$ 30	$ 73	$ 26	$ 18
Facility Expenses	$ 843	$ 10,153	$ 984	$ 771
Professional Services	$ 740	$ 567	$ 149	$ 174
Total Non-Personnel	$ 2,411	$ 11,618	$ 2,004	$ 1,560
Project/Program				
Capital Outlay	$ 270	$ 70,661	-	$ 920
Debt Service	$ 56	-	$ 485	$ 373
Consultants/Service Providers	$ 102	$ 978,460	$ 489	$ 60
Construction/Project Costs	-	-	-	-
Total Project/Program	$ 428	$ 1,049,121	$ 974	$ 1,354
Other				
Operating Transfers Out	$ 152,772	$ 698,557	$ 157,534	$ 781,318
Operating Transfers In	-	($ 554)	-	-
Total Other	$ 152,772	$ 698,003	$ 157,534	$ 781,318
Total Expenditures / Expenditure	$ 169,227	$ 1,775,984	$ 177,826	$ 799,913
Net Excess (Deficit)	$ 428,420	-	$ 627,708	-
Ending Fund Balance	**$ 428,420**	**-**	**$ 1,056,127**	**$ 1,056,127**

618 - CV LINK

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**-**	**-**	**($ 2,493,578)**	**-**
Revenues / Funding Source				
Active Transportation Program	-	-	-	-
AQMD-CV Link	$ 2,888,896	$ 2,096,290	$ 2,493,578	-
Active Transportation Program (State)	$ 3,339,336	$ 3,238,431	$ 1,788,747	$ 1,484,417
RCTC - PP & M	-	-	-	-
Other Revenues	$ 1,063,941	-	-	$ 100,000
STIP Federal	$ 5,625,152	$ 5,681,728	$ 3,045,705	$ 2,806,953
DHCD Desert Health Care District	$ 1,670,000	$ 1,670,000	$ 1,670,000	$ 1,670,000
CV Link (CMAQ)	-	$ 5,057,000	$ 189,164	$ 11,860,836
Investment Income	$ 40,403	-	$ 523	$ 500
Total Revenues / Funding Source	$ 14,627,728	$ 17,743,449	$ 9,187,718	$ 17,922,705
Expenditures / Expenditure				
Personnel				
Salaries	$ 72,314	$ 205,491	$ 74,539	$ 113,582
Benefits	$ 33,998	$ 110,676	$ 32,673	$ 50,228
Total Personnel	$ 106,312	$ 316,167	$ 107,212	$ 163,811
Non-Personnel				
Interest Expense	$ 749	-	$ 2,052	$ 3,930
Office Operations	$ 7,651	$ 14,638	$ 8,823	$ 12,024
Meeting Attendance Stipends	$ 374	$ 877	-	-
Employee Travel or Training	$ 460	$ 1,299	$ 241	$ 460
Facility Expenses	$ 11,586	$ 28,136	$ 12,123	$ 21,174
Professional Services	$ 11,975	$ 16,748	$ 151,489	$ 877,167
Total Non-Personnel	$ 32,795	$ 61,697	$ 174,729	$ 914,755
Project/Program				
Capital Outlay	$ 15,385,168	$ 33,260,149	$ 20,033,701	$ 62,224,906
Debt Service	$ 666	-	$ 4,118	$ 10,248
Consultants/Service Providers	$ 38,563	-	$ 18,049	$ 1,545
Construction/Project Costs	$ 35,727	-	-	$ 2,200
Total Project/Program	$ 15,460,124	$ 33,260,149	$ 20,055,868	$ 62,238,899
Other				
Operating Transfers Out	$ 1,670,000	-	-	$ 31,332
Operating Transfers In	($ 147,925)	($ 15,894,563)	($ 13,643,669)	($ 45,426,091)
Total Other	$ 1,522,075	($ 15,894,563)	($ 13,643,669)	($ 45,394,759)
Total Expenditures / Expenditure	$ 17,121,307	$ 17,743,449	$ 6,694,140	$ 17,922,705
Net Excess (Deficit)	($ 2,493,578)	-	$ 2,493,578	-
Ending Fund Balance	**($ 2,493,578)**	**-**	**-**	**-**

624 - SIGNAL SYNCHRONIZATION

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**($ 3,568,999)**	**-**	**($ 2,281,779)**	**-**
Revenues / Funding Source				
Signal Synchronization (CMAQ)	$ 7,517,985	$ 16,536,000	$ 40,872,799	$ 20,902,400
Active Transportation Program	-	-	-	-
Measure "A"	-	-	-	-
STIP Federal	-	$ 2,204,800	-	-
Other Finance Source - ROU	$ 277,384	-	-	-
CVAG Dues	-	-	-	-
Investment Income	-	$ 5,336	-	-
Total Revenues / Funding Source	$ 7,795,369	$ 18,746,136	$ 40,872,799	$ 20,902,400
Expenditures / Expenditure				
Personnel				
Salaries	$ 50,902	$ 109,778	$ 109,559	$ 165,902
Benefits	$ 30,797	$ 199,401	$ 83,235	$ 63,191
Total Personnel	$ 81,699	$ 309,180	$ 192,794	$ 229,093
Non-Personnel				
Interest Expense	$ 2,985	-	$ 11,082	$ 16,018
Office Operations	$ 26,593	$ 9,029	$ 39,193	$ 31,841
Meeting Attendance Stipends	$ 715	$ 468	-	-
Employee Travel or Training	$ 1,816	$ 694	$ 1,439	$ 1,208
Facility Expenses	$ 21,736	$ 67,312	$ 23,196	$ 121,769
Professional Services	$ 12,707	$ 5,357	$ 4,630	$ 1,957,341
Total Non-Personnel	$ 66,553	$ 82,860	$ 79,540	$ 2,128,177
Project/Program				
Capital Outlay	$ 15,211,252	$ 27,889,438	$ 65,125,893	$ 42,432,081
Debt Service	$ 8,545	-	$ 21,880	$ 40,341
Consultants/Service Providers	$ 2,415	-	$ 1,014,014	$ 104,056
Construction/Project Costs	$ 2,578	-	-	-
Total Project/Program	$ 15,224,790	$ 27,889,438	$ 66,161,786	$ 42,576,478
Other				
Operating Transfers Out	-	-	-	$ 5,942
Operating Transfers In	($ 8,864,892)	($ 9,535,341)	($ 27,843,101)	($ 24,037,290)
Total Other	($ 8,864,892)	($ 9,535,341)	($ 27,843,101)	($ 24,031,349)
Total Expenditures / Expenditure	$ 6,508,149	$ 18,746,136	$ 38,591,020	$ 20,902,400
Net Excess (Deficit)	$ 1,287,220	-	$ 2,281,779	-
Ending Fund Balance	**($ 2,281,779)**	**-**	**-**	**-**

631 - COACHELLA VALLEY CONSERVATION COMMISSION

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 33,232**	**$ 33,232**	**$ 89**	**$ 89**
Revenues / Funding Source				
CVCC Administrative Reimbursement	$ 946,091	$ 1,236,705	$ 1,156,147	$ 1,683,141
Multi Species Habitat Conservation Plan	-	-	-	-
Total Revenues / Funding Source	$ 946,091	$ 1,236,705	$ 1,156,147	$ 1,683,141
Expenditures / Expenditure				
Personnel				
Salaries	$ 571,057	$ 695,082	$ 664,985	$ 866,282
Benefits	$ 241,323	$ 321,311	$ 314,937	$ 413,877
Total Personnel	$ 812,380	$ 1,016,393	$ 979,922	$ 1,280,159
Non-Personnel				
Interest Expense	$ 3,687	-	$ 11,289	$ 11,972
Office Operations	$ 46,917	$ 60,216	$ 44,821	$ 52,961
Meeting Attendance Stipends	$ 1,924	$ 2,965	-	-
Employee Travel or Training	$ 6,968	$ 11,044	$ 5,255	$ 1,500
Facility Expenses	$ 55,906	$ 71,014	$ 57,082	$ 68,325
Professional Services	$ 31,345	$ 34,039	$ 8,510	$ 14,553
Total Non-Personnel	$ 146,745	$ 179,278	$ 126,957	$ 149,311
Project/Program				
Capital Outlay	$ 10,581	$ 39,534	-	$ 76,774
Debt Service	$ 3,275	-	$ 22,654	$ 31,512
Consultants/Service Providers	$ 4,219	-	$ 25,467	$ 5,037
Construction/Project Costs	$ 2,034	$ 1,500	$ 1,148	$ 2,000
Total Project/Program	$ 20,109	$ 41,034	$ 49,268	$ 115,323
Other				
Operating Transfers Out	$ 566	-	-	$ 138,348
Operating Transfers In	($ 566)	-	-	-
Total Other	-	-	-	$ 138,348
Total Expenditures / Expenditure	$ 979,234	$ 1,236,705	$ 1,156,147	$ 1,683,141
Net Excess (Deficit)	($ 33,143)	-	-	-
Ending Fund Balance	**$ 89**	**$ 33,232**	**$ 89**	**$ 89**

702 - REGIONAL STREET SWEEPING

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**
Revenues / Funding Source				
Air Quality Enhancement/Colmac	$ 150,000	$ 150,000	$ 150,000	$ 150,000
Other Revenues	$ 26,250	$ 26,250	$ 26,250	$ 27,000
Gain (Loss) in Investments	-	-	-	-
AQMD-Street Sweeping	$ 245,145	$ 220,000	$ 220,000	$ 220,000
Investment Income	-	$ 3,552	-	-
Total Revenues / Funding Source	$ 421,395	$ 399,802	$ 396,250	$ 397,000
Expenditures / Expenditure				
Personnel				
Salaries	$ 22,105	$ 22,591	$ 15,609	$ 14,416
Benefits	$ 9,167	$ 7,424	$ 6,240	$ 6,366
Total Personnel	$ 31,271	$ 30,016	$ 21,848	$ 20,782
Non-Personnel				
Interest Expense	$ 156	-	$ 234	$ 197
Office Operations	$ 1,596	$ 1,512	$ 809	$ 633
Meeting Attendance Stipends	$ 78	$ 96	-	-
Employee Travel or Training	$ 74	$ 143	$ 33	$ 25
Facility Expenses	$ 1,891	$ 2,238	$ 1,262	$ 1,072
Professional Services	$ 1,167	$ 1,102	$ 192	$ 242
Total Non-Personnel	$ 4,962	$ 5,091	$ 2,530	$ 2,169
Project/Program				
Capital Outlay	$ 548	$ 1,285	-	$ 1,278
Debt Service	$ 138	-	$ 469	$ 519
Consultants/Service Providers	$ 213	-	$ 633	$ 84
Construction/Project Costs	$ 552,159	$ 720,000	$ 566,244	$ 768,994
Total Project/Program	$ 553,058	$ 721,285	$ 567,347	$ 770,874
Other				
Operating Transfers Out	-	-	-	-
Operating Transfers In	($ 167,896)	($ 356,590)	($ 195,476)	($ 396,825)
Total Other	($ 167,896)	($ 356,590)	($ 195,476)	($ 396,825)
Total Expenditures / Expenditure	$ 421,395	$ 399,802	$ 396,250	$ 397,000
Net Excess (Deficit)	-	-	-	-
Ending Fund Balance	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**

711 - LAWN SCALPING PROGRAM

	FY 2022/23 Actual	FY 2023/24 Budget	FY 2023/24 Yr. End Est.	FY 2024/25 Budget
Beginning Fund Balance	**$ 589**	**-**	**$ 20**	**-**
Revenues / Funding Source				
Air Quality Enhancement/Colmac	$ 40,000	$ 40,000	$ 40,000	-
Gain (Loss) in Investments	$ 11	-	-	-
Investment Income	$ 9	$ 7	$ 9	$ 6
Total Revenues / Funding Source	$ 40,020	$ 40,007	$ 40,009	$ 6
Expenditures / Expenditure				
Personnel				
Salaries	$ 10,907	$ 2,828	$ 1,835	$ 7,042
Benefits	$ 4,222	$ 1,492	$ 601	$ 3,505
Total Personnel	$ 15,129	$ 4,320	$ 2,436	$ 10,547
Non-Personnel				
Interest Expense	$ 66	-	$ 18	$ 98
Office Operations	$ 888	$ 195	$ 107	$ 312
Meeting Attendance Stipends	$ 22	$ 12	-	-
Employee Travel or Training	$ 23	$ 18	$ 3	$ 12
Facility Expenses	$ 1,078	$ 280	$ 174	$ 531
Professional Services	$ 906	$ 138	$ 31	$ 118
Total Non-Personnel	$ 2,983	$ 642	$ 333	$ 1,072
Project/Program				
Capital Outlay	($ 43)	$ 161	-	$ 624
Debt Service	$ 58	-	$ 35	$ 257
Consultants/Service Providers	$ 2	$ 40,000	$ 42	$ 41
Construction/Project Costs	$ 40,000	-	$ 40,000	-
Total Project/Program	$ 40,017	$ 40,161	$ 40,077	$ 922
Other				
Operating Transfers Out	-	-	-	-
Operating Transfers In	($ 17,539)	($ 5,116)	($ 2,817)	($ 12,535)
Total Other	($ 17,539)	($ 5,116)	($ 2,817)	($ 12,535)
Total Expenditures / Expenditure	$ 40,589	$ 40,007	$ 40,029	$ 6
Net Excess (Deficit)	($ 569)	-	($ 20)	-
Ending Fund Balance	**$ 20**	**-**	**-**	**-**

CVAG

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ITEM 8B

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Implementation of the Enterprise Resource Planning (ERP) Project**

Contact: Allen McMillen, Contracts Analyst II (amcmillen@cvag.org)

Recommendation: Authorize the Executive Director to take the following actions for the implementation of the Enterprise Resource Planning (ERP) project:

1. **Execute an agreement for cloud services, professional services agreement and related contract documents with Oracle America, Inc. for the implementation of Oracle NetSuite for Government system for a not-to-exceed amount of $860,175; and**
2. **Execute a professional services agreement with Berry, Dunn, McNeil & Parker, LLC (BerryDunn) for a not-to-exceed amount of $236,000 to provide implementation support services during the Oracle NetSuite for Government system implementation**

CVAG Finance Committee: Concurred (Meeting of May 22)

Background: At its April 2023 meeting, the CVAG Executive Committee authorized the Executive Director to execute a services contract with BerryDunn to launch the first phase of overhauling CVAG's financial and administrative systems by transitioning to an Enterprise Resource Planning (ERP) system.

An ERP system is an agency-wide system that helps automate and manage business processes across finance, human resources, and general operations. The new ERP system will be implemented to provide financial systems operational benefits to CVAG as well as the two agencies that it staffs through administrative services agreements. The main financial system used by CVAG is Tyler Technologies' Eden system, which has been the primary system since about 2001. The Eden system will no longer be supported as of March 2027. The main financial system currently used by both the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE) is Intuit's QuickBooks Pro.

In June 2023, CVAG and BerryDunn commenced the ERP selection project with a formal agencywide kick-off and fact-finding meetings resulting in the development of a Needs Assessment and Gap-Analysis report paving the way for the completion of documenting functional and technical requirements and the development of a Request for Proposals (RFP) for the Software Selection and Implementation of an ERP System Solution.

The RFP was issued on October 30, 2023, and three responsive vendor proposals were received by the submission deadline on December 15, 2023. The evaluation committee included CVAG

Finance Committee Chair Raymond Gregory, an Accounting Manager from the City of Indio and CVAG staff. The evaluation committee along with the BerryDunn team reviewed the proposals and determined the shortlist of two vendors - Oracle NetSuite for Government and Tyler Technologies Enterprise ERP (EERP, formerly Munis).

The evaluation committee conducted an extensive review of the shortlisted vendors' proposed solutions including software demonstrations, reference checks and site visits by the Finance department members with the City of Indian Wells, who has implemented Tyler Technologies Munis and the City of Banning who has implemented the finance modules for Oracle NetSuite for Government. On March 18, 2024, the Evaluation Committee ranked Oracle NetSuite for Government as the finalist vendor for the ERP selection project. Throughout the process, staff has also provided briefings to the Finance Committee and the Administrative/ Personnel Committee.

Following an additional review, including consideration of costs, staff is recommending the selection of Oracle NetSuite and is also recommending a contract amendment with BerryDunn, whose work during the procurement process has been critical.

The Oracle NetSuite for government touts itself as being designed to meet the specific needs of small to mid-sized government agencies' financial functionality requirements. Oracle's platform offers specialized functionality benefiting governmental organizations, including more flexible chart of accounts, reporting complaint with Governmental Accounting Standards Board (GASB), encumbrance accounting, dashboards, security, and approval workflows. It also offers a human resources and payroll system designed to meet the needs of government agencies.

Oracle NetSuite for Government is offered as a multi-tenant, software as a service ("SaaS"), which means all customers can get continuous and instantaneous access to the latest product version with scalability and security built-in at no extra cost.

The evaluation committee selected Oracle NetSuite for Government as the preferred vendor solution to meet CVAG's ERP system needs due to its strength as a native cloud SaaS solution, apparent simplified functionality and workflow, and less complexity compared to the other proposed vendor solutions. Comparatively, Oracle NetSuite for Government is preferred for its cloud security, performance, ease of use, and lower cost of ownership. The Evaluation Committee favored the demonstrated functionality of Oracle NetSuite for Government and its ability to contribute and grow with the solution as it continues to be developed and enhanced for local government agencies.

In early April, CVAG Finance staff worked with BerryDunn to start contract negotiations with Oracle America, Inc. for the implementation of the Oracle NetSuite for Government. BerryDunn further assisted with leading the review and discussions with Oracle regarding any functional and technical gaps in Oracle's responses to the specifics in CVAG's Request for Proposals. These included functional requirements that were identified to be satisfied either with future released software enhancements and functionality, third-party solutions, or not provided. BerryDunn and CVAG staff held strong in negotiating with Oracle to clearly identify and document how the functionality requested by CVAG maps to the out-of-the box functionality. There was functionality "required for go-live" that Oracle identified as future items. The negotiated agreement has these requirements clearly identified and included Oracle's 12-month development roadmap for delivery in time to be implemented by CVAG.

Staff has also confirmed that the software modules and functionality not proposed by Oracle – namely related to permitting, applicant tracking, and personnel management – would need to be

satisfied by a third-party solution. Given Oracle's current development status of the NetSuite for Government Human Capital Management (HCM) modules, CVAG staff anticipates implementing the modules related to Oracle Payroll programs while evaluating alternative human resources solutions, such as third-party software, to meet other human resources functions. The Oracle Cloud Services Agreement includes both the finance and human resources modules as a single cost, so there would not be additional costs associated with unnecessary functionality not implemented.

CVAG staff also was successful in negotiating and obtaining significant discounts ranging up to 57% savings on the final recurring software costs and up to 36% on the hourly rate for implementation services. This included guaranteed and fixed recurring software costs for both the initial five years and a five-year renewal term.

Contracts negotiations between CVAG staff and Oracle concluded early May 2024 with the finalized scope and description of implementation services to be provided and inclusive of the one-time and recurring software and implementation services costs. CVAG Legal Counsel has reviewed the agreements as well.

At the May 22, 2024 Finance Committee meeting, CVAG staff presented a recommendation for the ERP solution vendor and Phase II ERP Implementation oversight from Berry Dunn to CVAG's committees for approval along with the budgetary process. Upon approval by the Executive Committee, CVAG staff will prepare for the launch. The Oracle NetSuite for Government will be implemented in a phased approach over an 18-month period. The finance modules will be implemented beginning July 2024 with a planned go-live on July 1, 2025. The human resources modules will be minimally implemented to ensure the implementation of payroll with a planned implementation schedule commencing in spring 2025 and a go-live on a calendar year basis on January 1, 2026.

Additional support for implementation

Support will be needed for the implementation of the ERP, and costs related to staff have been included in the proposed budget for Fiscal Year 2024/25. Staff is also recommending the Executive Director be authorized to execute a contract with BerryDunn for Phase II.

BerryDunn is an independent management and IT consulting firm, headquartered in Portland, Maine with nine office locations nationally and staffing for the engagement is proposed from their regional office in Phoenix. The vast majority of the work will be performed remotely. BerryDunn has a focus exclusively serving local government, including more than 400 state, regional, local, and quasi-governmental agencies; and more than 150 system consulting projects for which more than half were ERP-specific initiatives. BerryDunn also has extensive experience conducting similar projects in California, including Cities of Alameda, Fountain Valley, Irvine, Novato, La Mesa, Livermore, Long Beach, Redding, Santee, Simi Valley, and Villa Park. Their proposed project approach incorporates project management best practices and change management.

BerryDunn was hired by CVAG in April 2023 after a formal procurement process. Six proposals had been submitted at that time and the selection committee unanimously recommended BerryDunn be awarded the Phase I - ERP Selection services contract. Based on discussions with other agencies, CVAG staff understood that it was not uncommon for the ERP selection consultant to also be utilized during the implementation stage. Therefore, the 2023 Request for Proposals sought preliminary cost estimates and statement of work for Phase II – Implementation Project Management Services with the understanding that their costs estimates would need to be

finalized later. This was done to ensure that costs by the firm for any Phase II work appear within a reasonable range.

BerryDunn has provided a detailed work plan, costs and assumptions for these services and is included as an attachment.

Fiscal Analysis: The selection of Oracle NetSuite for Government is for a not-to-exceed amount of $860,175.

CVAG staff was successful in negotiating significant discounts on the final software and implementation services costs. Staff obtained guaranteed 10-year fixed recurring software subscription costs for both the initial five years at $57,318 per year or a total of $286,590 representing a 57.1% savings; and a five-year renewal term (years six to10) at $66,511 per year or a total of $322,555 representing a 50.2% savings.

The one-time time and materials implementation services costs in the amount of $241,030 are inclusive of a 36% discount for an hourly rate of $117.65.

The first year of the initial five-year recurring costs in the amount of $57,318 will be executed under the Executive Director's spending authority and would be CVAG's only obligation if the Executive Committee did not concur with CVAG staff's recommendation to approve the agreements at its June 3, 2024 meeting. The remaining years two through five in the amount of $57,318 per fiscal year and years six through 10 in the amount of $66,511 per fiscal year. These will be included in the budget for each corresponding fiscal year.

Staff is also recommending a Phase II contract with BerryDunn to provide 18-month implementation support services at a cost not-to-exceed $236,000. BerryDunn was previously hired under a separate, Phase I contract that was authorized for a total not-to-exceed amount of $146,850, including a 10% contingency.

As is true for all CVAG agencywide system implementations, a portion of these costs will be allocated to CVCC and DCE based on their respective share of overhead which also represents significant cost savings to these agencies.

Attachments:

1. Oracle Public Sector Agreement for Cloud Services
2. Oracle Ordering Document
3. Oracle Professional Services Ordering Document
4. BerryDunn Implementation Support Services Contract

ORACLE

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at https://www.oracle.com/contracts/cloud-services.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at https://www.oracle.com/contracts/cloud-services.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at https://www.oracle.com/contracts/cloud-services and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at http://www.oracle.com/contracts/hardware. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at http://www.oracle.com/contracts/hardware), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device**"** is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations (“export laws”) of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at http://www.oracle.com/contracts/cloud-services.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software**" means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

20.3. "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. "**Your Content**" means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Company Name: Coachella Valley Association of Governments	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

Agreement No.: US-CSA-CPQ-3238601

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Coachella Valley Association of Governments	**Contact**	Allen McMillen
Address	74199 El Paseo Suite 100 Palm Desert CA 92260	**Phone Number**	+1 (760) 346-1127
		Email Address	amcmillen@cvag.org

New Subscription

Services Period: 12 months						
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**List Fee**	**Unit Net Price**	**Net Fee**
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	NORTH AMERICA	1	12 mo	100,800.00	3,603.60	43,243.20
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	35	12 mo	20,580.00	21.02	8,828.82
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	12 mo	5,988.00	214.07	2,568.85
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	NORTH AMERICA	8	12 mo	6,240.00	27.89	2,676.96
			Subtotal	133,608.00		57,317.83

Fee Description	**Net Fee**
Cloud Services Fees	57,317.83
Net Fees	57,317.83
Total Fees	57,317.83

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-3238601

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 30-JUN-2024

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

2. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

3. Option Renewal Periods

a. You shall have the option to renew at the following net fees the same services listed in the table above section A at the same usage limits for two (2) additional renewal periods (each an "Option Renewal Period"), as follows:

i. Option Renewal Period One: $229,271.33, which shall be the sum of the following annual amounts:

- Option Year 1 $57,317.83
- Option Year 2 $57,317.83
- Option Year 3 $57,317.83
- Option Year 4 $57,317.83

ii. Option Renewal Period Two: $332,553.06, which shall be the sum of the following annual amounts:

- Option Year 5 $66,510.61
- Option Year 6 $66,510.61
- Option Year 7 $66,510.61
- Option Year 8 $66,510.61
- Option Year 9 $66,510.61

b. Professional Services are not included in the Option Renewal Periods.

c. The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document."

Coachella Valley Association of Governments		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	Coachella Valley Association of Governments	**Customer Name**	Coachella Valley Association of Governments
Customer Address	74199 El Paseo Suite 100 Palm Desert CA 92260	**Customer Address**	74199 El Paseo Suite 100 Palm Desert CA 92260
Contact Name	Allen McMillen	**Contact Name**	Allen McMillen
Contact Phone	+1 (760) 346-1127	**Contact Phone**	+1 (760) 346-1127
Contact Email	amcmillen@cvag.org	**Contact Email**	amcmillen@cvag.org

PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-16560313

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** Coachella Valley Association of Governments **Your Address:** 74199 El Paseo, Suite 100 Palm Desert, CA 92260

Oracle Representative:	Scott Weir	**Your Billing Contact:**	Allen McMillen
Address:	17901 Von Karman Ave #800 Irvine, CA 92612	**Address:**	74199 El Paseo, Suite 100 Palm Desert, CA 92260
Phone Number:	562-370-3384	**Phone Number:**	760-346-1127
Email Address:	scott.weir@oracle.com	**Email Address:**	amcmillen@cvag.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$220,530.00	$20,500.00	$241,030.00
Total Fees and Estimated Expenses				**$241,030.00**

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the Master Agreement US-CSA-CPQ-3238601 and all amendments and addenda thereto (collectively, the "Master Agreement"). You acknowledge and agree that the terms and conditions of this order are contingent upon the execution of the Master Agreement by and between You and Oracle. If the Master Agreement is not executed on or prior to 30-JUN-2024 this order shall be deemed to have no legal effect, even if executed.

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through:** 30-JUN-2024.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such

services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

Coachella Valley Association of Governments	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____ *{to be completed by Oracle}*	

Your Name: Coachella Valley Association of Governments
Ordering Document Number: US-16560313
Exhibit Number: 1

1. Description of Services.
Oracle will provide You with up to two hundred thirty-four (234) person days of technical and functional Services to assist with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist You in the following phases:

A. Phase 1 - Finance:

1. Focus Phase:
   a. Conduct one (1) chart of accounts workshop for up to two (2) person days for Your project team to review Your chart of accounts configuration requirements.
   b. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
      1. Scope management process;
      2. Risk management process;
      3. Issue management process;
      4. Communications management process;
      5. Configuration management process;
      6. Quality management process;
      7. Review the welcome packet;
      8. Data conversion strategy session;
      9. Integration strategy session; and
      10. Workflow strategy session.
   c. Create and provide an initial project work plan, for both Finance and Human Resources ("HR")/Payroll which will include the following:
      1. Tasks; estimated start and end dates, and estimated durations;
      2. Assigned resources from You and Oracle; and
      3. Known dependencies.

2. Refine Phase:
   a. Conduct up to nine (9) "Finance Data Migration Workshops" for up to one and a half (1.5) hours each for Your project team to review the following processes for the NetSuite for Government:
      1. Chart of accounts ("COA") setup and fund management;
      2. Entity setup;
      3. Accounts Payable balances;
      4. Purchasing;
      5. Accounts Receivable;
      6. Project Accounting and Grant Management;
      7. Fixed assets;
      8. Historical data; and
      9. Current fiscal year data import.
   b. Document the findings from the Finance Data Migration Workshops in a Finance Migration Engagement Report.
   c. Assist with the loading of up to three (3) fiscal years of general ledger ("GL")/journal and transactional data, for each of three (3) legacy systems.
   d. Conduct up to five (5) "Finance Configuration Workshops" for up to two (2) hours each for Your project team to review the following processes:
      1. System administration;
      2. Planning and budgeting;
      3. Integrations;
      4. Analytics and reports; and

5. Workflows and automation.

e. Document the findings from the Finance Data Configuration Workshops in a Finance Configuration Engagement Report.

f. Configure NetSuite for Government hosted environment based upon the Finance Configuration Engagement Report.

g. Provide up to thirteen (13) total person days of guidance on configuring automated flat file exports from the following third-party applications to Your NetSuite for Government hosted environment:
   1. ClearForms;
   2. Questica;
   3. Microsoft Office 365;
   4. ESRI;
   5. PayPal;
   6. Wells Fargo;
   7. US Bank;
   8. River City Bank; and
   9. CalPERs.

3. Enable Phase:
   a. Conduct up to four (4) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
   b. Create a testing plan with You.
   c. Provide up to four (4) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").

4. Live-Operate Phase:
   a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
   b. Provide up to nine (9) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
   c. Facilitate the transition from Your implementation team to the NetSuite for Government support team.

B. <u>Phase 2 – HR/Payroll:</u>
1. Focus Phase:
   a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
      1. Current human resources processes;
      2. Current payroll process;
      3. Changes to process updates;
      4. Data conversion plan; and
      5. Integration plan.

2. Refine Phase:
   a. Conduct up to four (4) "Human Resource ("HR")/Payroll Data Migration Workshops" for up to two (2) hours each for Your project team to review the following processes for the NetSuite for Government:
      1. System configuration and configuration of HR and payroll table data;
      2. Load employee data;
      3. Data review and clean up; and
      4. Load and test data changes.
   b. Document the findings from the HR/Payroll Data Migration Workshops in an HR/Payroll Migration Engagement Report.
   c. Assist with the loading of up to one (1) calendar year of historical payroll data.
   d. Conduct up to four (4) "HR/Payroll Configuration Workshops" for up to two (2) hours each for Your project team to review the following processes:
      1. Timecards;
      2. Payroll calculations;
      3. Analytics workflows and reporting; and

4. Payroll configuration.

e. Document the findings from the HR/Payroll Data Configuration Workshops in a HR/Payroll Configuration Engagement Report.
f. Configure NetSuite for Government hosted environment based upon the HR/Payroll Configuration Engagement Report.
g. Provide up to two (2) person days of guidance on configuring automated flat file exports from your third-party application "Paychex" to Your NetSuite for Government hosted environment.

3. Enable Phase:
   a. Conduct up to six (6) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government HR/Payroll module.
   b. Provide up to thirteen (13) person days to assist with up to three (3) payroll parallel tests.

4. Live-Operate Phase:
   a. Provide up to two (2) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for HR/Payroll.
   b. Facilitate the transition from Your implementation team to the NetSuite for Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of twenty-four (24) months from the ordering document effective date, the Services will be provided at the rate of $117.65 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

D. Approval for Expenses. Oracle will use reasonable efforts to obtain Your prior approval for expenses; however, Oracle's failure to obtain approval shall not limit or modify Your responsibility to reimburse Oracle for reasonable expenses.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. Oracle will provide status reports, and You will provide written replies to such reports, at agreed-upon, periodic intervals, with information on progress, schedule, risks, issues, and problems. The project managers will also meet at times and places agreed upon by them to discuss the Services.

4. Your Cooperation.

A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
   1. Provide user feedback during configuration and validation.
   2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
   3. Provide on-going support to internal users following the implementation.

B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
D. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to your Oracle project manager prior to the project kick-off workshop.
E. Make Your existing procedure and business process documentation available to Oracle at least two (2) weeks prior to the Configuration Workshop.

F. Notify Oracle within five (5) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
G. Identify Your third-party applications to be integrated with NetSuite for Government and provide all relevant specifications.
H. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned Go-Live date of this implementation.
I. You will accept Oracle NetSuite release upgrades.
J. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
K. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and assisting Oracle resources to complete data cleansing and mapping within three (3) weeks from the project kickoff call. Financial data to be migrated includes the following:
    1. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments).
    2. All general ledger impacting transactions (trial balance details) are summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
    3. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
    4. Projects and grants: provide balances/totals for each project and/or grant. These balances/totals are compared to the transaction level detail to ensure no details are omitted.
    5. Fixed assets: provide summary level totals which are compared to the transaction level detail to ensure no detail is omitted. This may include, but is not limited to, the following: total acquisitions, disposals, depreciation, and net book value for each asset class by Fund and/or Department for each fiscal year being migrated.
L. Provide customer-audited data for data migration, including historical years up through the most recent audited fiscal year.
M. Validate the final list data and transactional data within two (2) weeks from data upload.
N. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
O. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
P. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
Q. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
R. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.

5. Project Assumptions.
A. A person day is defined as one (1) resource working up to eight (8) hours.
B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
C. Standard functionality implemented is at Your discretion within the scope of Section 1. Description of Services.
D. A finalized dataset for finance is defined as up to one (1) years' worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g. vendor bills, checks, accounts receivable invoices, cash receipts, etc.) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
E. A finalized dataset for HR is defined as up to one (1) years' worth of employee data containing all employee assignments and table records for the assignments. This will include positions, deductions, benefits, taxes, and demographic information per each individual employee to be migrated over. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. All employee data should be verified

by Your project team as accurate and associated with the appropriate table definitions for each of the respective areas (i.e., position details, benefit tables, etc.).

F. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and Services policies.
G. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
H. Data migration includes loading of up to three (3) fiscal years of GL/journal and transactional data from each of three (3) legacy systems, and up to one (1) calendar year of historical payroll data.
I. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.
J. Changes to HR and Payroll configuration or finalized datasets for HR and payroll may only be made prior to the first payroll parallel test.
K. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including Go-Live.
L. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
M. Interface functionality includes the following:
    a. ClearForms – Applicant tracking integration to pass basic employee information from ClearForms to NetSuite for Government;
    b. Questica – Budgeting integration to load approved budgets from Questica to NetSuite for Government;
    c. Microsoft Office 365 – Configuration of email service within NetSuite for Government to communicate directly to vendors;
    d. ESRI – Integration to pass geo-location information of fixed assets to NetSuite for Government;
    e. PayPal – Yearly journal entry upload to collect PayPal funds;
    f. Wells Fargo – automated clearing house ("ACH"), positive pay, bank reconciliation;
    g. US Bank – ACH, positive pay, bank reconciliation;
    h. River City Bank – ACH, positive pay, bank reconciliation;
    i. CalPERS – export file from NetSuite for Government to CalPERS for payroll retirement contributions.
N. Additional third-party integrations identified after contract execution shall be subject to the change control process.
O. Your Finance fiscal year begins on July 1st and ends on June 30th, and your HR/Payroll calendar year begins on January 1st and ends on December 31st.
P. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.
Q. The following are not included in the scope of, or fees for, Services under this exhibit:
    1. Performance testing, tuning, or any management of performance.
    2. Testing beyond the activities described in this exhibit.
    3. Customizations to NetSuite for Government.
    4. Oracle Cloud subscription services.
    5. Languages other than U.S. English.
    6. Integrations or data conversions beyond what is explicitly described in this exhibit.
    7. Cloud middleware, database, operating and other hardware activities.
    8. Oracle transactional business intelligence training.
    9. Complex business processing or orchestration related to integrations.
    10. Transformations or data mapping of elements.
    11. Additional workforce structures for future use, expansion, or acquisitions.
    12. Extensions, customizations, or custom reports.

13. Localizations other than those made to the chart of accounts structure.
14. Post-production Services exceeding a combined total of eleven (11) person days, or thirty (30) calendar days after go-live for the respective module, whichever comes first.
15. Anything not expressly listed in the Description of Services.

SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
BerryDunn

For

PHASE II – ERP IMPLEMENTATION

THIS AGREEMENT is made and effective as of **June 3, 2024** between the **Coachella Valley Association of Governments ("CVAG") and BerryDunn ("Consultant")**. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on or about **June 3, 2024** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **January 2, 2026** unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **Phase II – ERP Implementation** services consistent with the BerryDunn statement of work letter dated **May 7, 2024**, (the "RFP") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal/Bid)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services

rendered by Consultant under this Agreement exceed the sum of **$236,000** without a written amendment or approval of a contingency by written approval from the Executive Director.

4. PERFORMANCE

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

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

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

5. PAYMENT

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

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

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

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

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

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

6. INSPECTION OF WORK

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

7. SCOPE OF WORK CHANGES

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

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

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure

the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CVAG from and against damages, liabilities, and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between the Consultant and CVAG. The Consultant shall not be obligated to indemnify CVAG for CVAG's own negligence.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate for bodily injury,

personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than $1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than $1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than $1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

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

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as

a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

18. NOTICES

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

To CVAG:	Tom Kirk, Executive Director Coachella Valley Association of Governments 74-199 El Paseo Drive, Suite 100 Palm Desert, CA 92260
To Consultant:	Seth Hedstrom, Project Principal BerryDunn 4722 North 24th Street, Suite 250 Phoenix, AZ 85016

19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

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

20. MANAGEMENT

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

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

21. SUBCONTRACTS

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

22. LICENSES

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

23. GOVERNING LAW

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

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

24. FINAL PAYMENT CERTIFICATION AND RELEASE

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

25. ENTIRE AGREEMENT

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

26. FORCE MAJEURE

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERMENTS

By:_____
Tom Kirk, Executive Director

BerryDunn

By: _____
Seth Hedstrom, Project Principal

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EXHIBIT "A"

SCOPE OF WORK

See following pages.

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configuration and analysis support, user acceptance testing and end-user training support, Go-Live readiness assessments. The City also contracted BerryDunn to provide project oversight assistance which is ongoing.

Work Plan

Below, we provide details of our work plan to complete CVAG's desired tasks.

Implementation Support

With this level of service, we will act as an active advisor to an individual CVAG designates as the project manager. In addition to the activities described in this work plan, we will also lead select implementation activities that are mutually agreed-upon and within our available hours and/or fixed-fee pricing below.

One of the keys to project success is enabling CVAG's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software. Our implementation support approach is designed with this in mind.

Throughout the implementation, we will bring our implementation and local government experience to provide a forward-looking perspective, assist CVAG with risk mitigation strategies, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key activities of the implementation including but not limited to:

- Project Charter – We will create a Project Charter for CVAG based on our previous work efforts and an understanding of CVAG's goals. This will provide an overall organizational structure of the project, the project team's responsibilities and reporting relationships, project approach, and work breakdown structure for management of cost, schedule and resources, and plans and procedures for key data elements
- Implementation Project Plan Review – Inclusive of a prioritized findings for CVAG to address with the implementation vendor prior to approving the deliverable. The review will focus on providing CVAG advice based upon BerryDunn's experience related to needed tasks to be included, task durations, owners, and dependencies
- Tracking risks, issues, and key decision points
- Identifying risk mitigation and issue resolution strategies
- Supporting updates to the project executive steering committee
- Supporting selection configuration and analysis activities as agreed to by CVAG's assigned project manager
- Assisting with select organizational change management strategies to be deployed by members of CVAG's Project Team

BerryDunn will provide support for additional tasks as agreed-upon with CVAG's project manager as permitted within our allocated amount dedicated to this implementation.

Based on the experience managing projects of comparable size, scope, and complexity, there are times where we anticipate additional involvement throughout each phase of the project. These activities and support service offerings are described in Table 1 below:

Table 1: Additional Support Activities

UAT Assistance	BerryDunn will provide UAT assistance for two phases, including review of the vendor's test plan and scenarios, assessment of testing activities, and recommendations for modifications to increase the likelihood of success. In

Implementation Support

	this role, BerryDunn will also assist in the review of test scenarios, logistics related to scheduling UAT activities, and analysis of test results.
End-User Training Support	BerryDunn will provide End-User Training (EUT) support for two phases. This will include collaborating with CVAG and the ERP vendor to create an EUT Plan, training materials, overseeing the delivery of EUT, and reviewing the effectiveness of training. We will advise on post-training steps to further education as needed.
Production Cutover Support	BerryDunn will review the vendor's production cutover support plan for two phases and providing recommendations to CVAG where appropriate. Following the production cutover of each phase, BerryDunn will conduct a work session with CVAG's Project Team. The purpose of this meeting will be to discuss any implementation tasks remaining incomplete for review with the vendor to assist CVAG with scheduling the remaining activities.

- *Deliverable 1 – Implementation Support Activities*

3. Conduct a project closeout work session. This work session will involve discussing project lessons learned, measuring achievement of project goals and objectives, discussing incomplete implementation tasks, and conducting transition planning for moving to long-term operation of the system and associated policies and processes. All the items discussed will be documented in a Project Closeout Memo.

- *Deliverable 2 – Project Closeout Memo*

Anticipated CVAG Involvement

With BerryDunn providing implementation support, our expectation for CVAG's involvement is as follows:

- Provide an individual that serves in the role of project manager, overseeing the day-to-day implementation activities
- Assist BerryDunn in the review of vendor deliverables
- Work with the vendor to address deficiencies in deliverables and implementation activities prior to approval
- Assist with the development and maintenance of the Project Work Plan, Schedule, Budget, and Project Implementation Plan
- Participate in weekly project management meetings with BerryDunn and the vendor and collaborate in developing the agenda and key discussion points
- Lead CVAG's stakeholder communication efforts
- Lead training activities and work with the vendor to address issues prior to the start of training and throughout training

Estimated Project Cost

We are proposing a monthly fixed-fee invoicing schedule for implementation support of $10,000 for the planned implementation support services based upon our planned monthly average hours allocation of 50 hours. We will maintain this schedule through December, 2025. CVAG's Project Sponsor and BerryDunn Engagement Manager will meet on a quarterly basis to review hours expended towards the implementation; should there be a be a variance of 10%, CVAG and BerryDunn will adjust the allocation and/or BerryDunn involvement according to the monthly allocation.

Exhibit “B”

PRICE FORMULA

See following pages.

Table 2 presents the costs associated with our work plan for implementation support as well as the other additional support activities.

Table 2: Service Offering Costs

Activity	Fixed-Fee Cost
1. Ongoing Implementation Support: 18 months invoiced at $10,000 per month.	$180,000
2.a UAT Assistance: 2 Phases (50 hours per phase) – Fixed Fee Activity	$20,000
2.b End-User Training Support: 2 Phases (40 hours per phase) – Fixed Fee Activity	$16,000
2.c Production Cutover Support: 2 Phases (50 hours per phase) - Fixed Fee	$20,000
Total	**$236,000**

We will submit monthly invoices based on the monthly fixed-fee implementation support allocation and progress towards fixed-fee activities. Any expenses incurred as a result of this project will be billed as incurred. Actual expenses incurred in the month will also be included in each invoice.

We value CVAG's openness and flexibility to discussing our proposed services. No matter how many clients we assist, we always take care to ensure the experience is tailored to the nuanced needs and resources of our clients. Thank you again for the chance to present our approach and desire to continue work with CVAG. Should you have any questions, or if you would like to discuss this proposal, please feel free to contact either of us directly.

Sincerely,

Seth Hedstrom, Principal
207-541-2212 | shedstrom@berrydunn.com

David Ledbetter, Senior Manager
480-482-3004 | dledbetter@berrydunn.com

BerryDunn

May 7, 2024

Coachella Valley Association of Governments
Attn: Allen McMillen
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

Sent via email to: amcmillen@cvag.org

Dear Allen McMillen:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), we are pleased to submit this letter to Coachella Valley Association of Governments (CVAG) as it plans for its upcoming Enterprise Resource Planning (ERP) implementation. We understand that CVAG is planning for an 18-month implementation beginning in June 2024. Below and on the following pages, we share the key benefits BerryDunn offers as CVAG's implementation partner; a detailed work plan, costs and assumptions associated with a project of this nature, and resumes representative of the team BerryDunn would provide.

BerryDunn is a nationally recognized independent management and IT consulting firm, headquartered in Portland, Maine, with eight office locations nationally. **Focused on inspiring organizations to transform and innovate,** we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our 50-year history. We have enjoyed steady growth by providing consistent, high-quality services to our clients in all 50 states—including the State of California (the State)—Puerto Rico, and in Canada.

Our firm's culture is centered on a deep understanding of our clients' commitment to serving the public. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which counties, cities, and departments must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work—including those at CVAG.**

As evident in the key points that follow, we have a strong desire to partner with CVAG on this initiative; a clear understanding of the work effort required and CVAG's needs; extensive experience conducting similar projects in the State and nationally; and several notable attributes that differentiate us from other proposers.

Our existing relationship with CVAG.

We value our relationship with CVAG and appreciate the opportunity to continue to provide high-quality services and help meet its goals and objectives. After assisting CVAG with ERP selection services, CVAG will benefit from our strong familiarity with its culture, current environment, organizational structure, processes, and system needs. We will leverage this and our insights gained through this prior work with CVAG to expedite the time needed to understand CVAG's current environment, effectively plan for future needs, and help ensure a sound future ERP environment. We take pride in our relationship with CVAG and bring existing familiarity that will be unmatched by others.

Our commitment to serving public-sector clients in the State on similar engagements.

BerryDunn's Local Government Practice Group is dedicated to serving public-sector clients, and most of our consultants are former public-sector employees. With BerryDunn, CVAG will be served by a firm with extensive experience assisting clients in every stage of the enterprise system planning, selection, and implementation life cycle. In fact, we have conducted more than 200 comparable engagements for a variety of public-sector clients., Our consulting engagements in the State include work with nearly 40 cities, counties, and quasi-governmental agencies, many of which focused on ERP system selection and implementation— including the Cities of Alameda, Corona, Fountain Valley, La Mesa, Livermore, Long Beach, Novato, Redding, San José, San Leandro, Santa Cruz, Simi Valley, and many others. Our proposed business analyst, Michelle Riazzi, has a long history of serving California clients including Long Beach and one of our proposed project team members, David Ledbetter, is active in California-based industry

associations and recently presented “A New ERP System: Magic or Headache?” at the 2024 California Society of Municipal Finance Officer’s annual conference. This deep and expansive background will help ensure we bring firsthand insights, as well as industry, regional, and national best practices to the City’s project.

Our experience assessing and replacing CVAG’s legacy system, Tyler Eden.

As a result of our extensive experience assisting clients in every stage of the enterprise system planning, selection, and implementation lie cycle, and our independence form the vendor marketplace, we have become familiar with all major ERP vendors and the functionalities their systems provide. This includes familiarity with CVAG’s current ERP system, Tyler Eden, and those CVAG may consider. We have assisted clients in dozens of engagements in which Tyler Eden was assessed or replaced, including Mesa County, Colorado; the City of Avondale, Arizona; the City of Spokane Valley, Washington; Pitkin County, Colorado; the Village of Downers Grove, Illinois; Gallatin County, Montana; and Hamilton County, Indiana. We are confident that CVAG will find value in our ability to leverage our experience with its system to assess its current environment and prepare for a future solution that satisfies its nuanced system needs.

References

City of Redding, California

Contact: Greg Robinett, Finance Director
530-225-4088 | grobinett@cityofredding.org

Project Description: The City of Redding retained BerryDunn to assist with an assessment of its current software systems and business processes to identify future software needs. The focus of this project was to identify, define, evaluate, and plan for reconfiguration and/or replacement strategies and alternatives related to the City’s legacy ERP system, the AS400. The project included six phases: project coordination and initiation; needs assessment; system planning; RFP package; system-selection assistance; and contract negotiation assistance. Following a successful system-selection project, the City retained BerryDunn to provide implementation project management services. The City is live with one of two planned phases at this time.

City of Bettendorf, Iowa

Contact: Jason Schadt, Finance Director
563-344-4000 | jschadt@bettendorf.org

Project Description: In July of 2022, the City of Bettendorf contracted BerryDunn to assist with an ERP needs assessment and selection process. As such, BerryDunn proposed a two-phase approach to the City that included a System Planning phase and an RFP Development and Selection Assistance phase. After issuing an RFP, the City received responses from four vendors and ultimately chose Oracle Netsuite to provide them with an upgraded ERP solution. BerryDunn is currently performing project management services during the City’s implementation phase.

City of Woodbury, Minnesota

Contact: Angela Gorall, Assistant City Administrator
651-714-3573 | angela.gorall@woodburymn.gov

Project Description: The BerryDunn team is assisting the City in planning for its ERP conversion and replacement. This included assistance with contract negotiations, implementation project plan review,

configuration and analysis support, user acceptance testing and end-user training support, Go-Live readiness assessments. The City also contracted BerryDunn to provide project oversight assistance which is ongoing.

Work Plan

Below, we provide details of our work plan to complete CVAG's desired tasks.

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With this level of service, we will act as an active advisor to an individual CVAG designates as the project manager. In addition to the activities described in this work plan, we will also lead select implementation activities that are mutually agreed-upon and within our available hours and/or fixed-fee pricing below.

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Production Cutover Support	BerryDunn will review the vendor's production cutover support plan for two phases and providing recommendations to CVAG where appropriate. Following the production cutover of each phase, BerryDunn will conduct a work session with CVAG's Project Team. The purpose of this meeting will be to discuss any implementation tasks remaining incomplete for review with the vendor to assist CVAG with scheduling the remaining activities.

- *Deliverable 1 – Implementation Support Activities*

3. Conduct a project closeout work session. This work session will involve discussing project lessons learned, measuring achievement of project goals and objectives, discussing incomplete implementation tasks, and conducting transition planning for moving to long-term operation of the system and associated policies and processes. All the items discussed will be documented in a Project Closeout Memo.

- *Deliverable 2 – Project Closeout Memo*

Anticipated CVAG Involvement

With BerryDunn providing implementation support, our expectation for CVAG's involvement is as follows:

- Provide an individual that serves in the role of project manager, overseeing the day-to-day implementation activities
- Assist BerryDunn in the review of vendor deliverables
- Work with the vendor to address deficiencies in deliverables and implementation activities prior to approval
- Assist with the development and maintenance of the Project Work Plan, Schedule, Budget, and Project Implementation Plan
- Participate in weekly project management meetings with BerryDunn and the vendor and collaborate in developing the agenda and key discussion points
- Lead CVAG's stakeholder communication efforts
- Lead training activities and work with the vendor to address issues prior to the start of training and throughout training

Estimated Project Cost

We are proposing a monthly fixed-fee invoicing schedule for implementation support of $10,000 for the planned implementation support services based upon our planned monthly average hours allocation of 50 hours. We will maintain this schedule through December, 2025. CVAG's Project Sponsor and BerryDunn Engagement Manager will meet on a quarterly basis to review hours expended towards the implementation; should there be a be a variance of 10%, CVAG and BerryDunn will adjust the allocation and/or BerryDunn involvement according to the monthly allocation.

Table 2 presents the costs associated with our work plan for implementation support as well as the other additional support activities.

Table 2: Service Offering Costs

Activity	Fixed-Fee Cost
1. Ongoing Implementation Support: 18 months invoiced at $10,000 per month.	$180,000
2.a UAT Assistance: 2 Phases (50 hours per phase) – Fixed Fee Activity	$20,000
2.b End-User Training Support: 2 Phases (40 hours per phase) – Fixed Fee Activity	$16,000
2.c Production Cutover Support: 2 Phases (50 hours per phase) - Fixed Fee	$20,000
Total	**$236,000**

We will submit monthly invoices based on the monthly fixed-fee implementation support allocation and progress towards fixed-fee activities. Any expenses incurred as a result of this project will be billed as incurred. Actual expenses incurred in the month will also be included in each invoice.

We value CVAG's openness and flexibility to discussing our proposed services. No matter how many clients we assist, we always take care to ensure the experience is tailored to the nuanced needs and resources of our clients. Thank you again for the chance to present our approach and desire to continue work with CVAG. Should you have any questions, or if you would like to discuss this proposal, please feel free to contact either of us directly.

Sincerely,

Seth Hedstrom, Principal
207-541-2212 | shedstrom@berrydunn.com

David Ledbetter, Senior Manager
480-482-3004 | dledbetter@berrydunn.com

Resumes

The project team members listed below and on the following pages are representative of the qualifications CVAG can expect of a project team assigned to this engagement.

Seth Hedstrom, PMP®, LSSGB

Project Principal | Principal

EDUCATION AND CERTIFICATIONS

BS, Business Management, Babson College

Project Management Professional® (PMP®), Project Management Institute®

Lean Six Sigma Green Belt Certified

Diversity and Inclusion Certificate, Cornell University

MEMBERSHIPS

Associate Member, Government Finance Officers Association

PRESENTATIONS

Modern IT: Position Your Organization to Meet Evolving Needs: MISAC Annual Conference, 2017

Integrated Point Solutions: The Key to Leveraging Your ERP: CSMFO Annual Conference, 2018

Seth Hedstrom is a principal and leads BerryDunn's Local Government Practice Group. He has more than 15 years of experience assisting public-sector clients. His experience includes technology planning, organizational needs assessments, system planning and procurement, and the implementation of enterprise-wide information systems. Seth often serves in a leadership role on strategic planning projects and manages and oversees project progress and issue escalation and resolution with executive project sponsors.

RELEVANT EXPERIENCE

Project Management: Seth has served in leadership on most of BerryDunn's local government strategic planning projects. He also has managed system selection and IT strategic planning projects for some of BerryDunn's largest local government clients. He helps ensure projects are conducted in a high-quality manner, as well as stay on time and on budget.

Governance and Strategic Decision-Making: Seth has led our clients through many of the complex decision points and issue-resolution processes typical of business process analysis and system assessment and selection projects. He helps clients establish decision-making structures that will guide them as they make decisions based on analysis while also building consensus.

Business Process Improvement: Seth has provided business process improvement services for many BerryDunn clients, either as a standalone engagement or as part of an enterprise system selection. His experience includes documenting as-is business processes, benchmarking processes with similar organizations, introducing industry best practices, and developing to-be business process recommendations.

REPRESENTATIVE CLIENTS

- City of Alameda, CA
- City of Fountain Valley, CA
- City of Glendale, AZ
- City of La Mesa, CA
- City of Long Beach, CA
- City of Menifee, CA
- City of Novato, CA
- City of Redding, CA
- City of Redlands, CA
- City of San José, CA
- City of Santa Cruz, CA
- **CVAG, CA**

David Ledbetter, PMP®, Prosci® CCP

Engagement Manager | Senior Manager

EDUCATION AND CERTIFICATIONS

BBA, Finance, Eastern Washington University

Prosci® Certified Change Practitioner

Project Management Professional® (PMP®), Project Management Institute®

PRESENTATIONS

A New ERP System: Magic or Headache? 2024 CSMFO Annual Conference

What does selecting a new ERP system look like in 2023? 2022 MISAC Annual Conference

David Ledbetter is a senior manager in our Local Government Practice Group and active engagement and project manager on our West Coast enterprise-wide projects. He has more than 10 years of experience in systems planning, selection, and implementation engagements with local government clients. His experience includes software implementation, project management, OCM, knowledge transfer, risk management and requirements development, as well as accounting technology as an employee of Spokane, Washington, public schools.

RELEVANT EXPERIENCE

System Assessment, Selection, and Implementation: David is an active engagement and project manager on enterprise-wise projects, focusing on system selection and implementation. His experience encompasses the full system life cycle—needs assessments, requirements definition, RFP development, contract negotiations and implementation. His experience includes delivering high-quality knowledge transfer services to clients, allowing them to use complex software products efficiently and effectively to achieve daily operations.

Business Process Analysis: As an engagement and project manager with BerryDunn, and in prior roles as an implementation consultant and project manager with Tyler Technologies, David partnered with clients to gain a comprehensive understanding of business processes and technical requirements to help ensure that system functionality addressed all client needs. His experience includes current environment assessments and existing data documentation analyses and has resulted in his ability to identify challenges with existing processes and provide recommendations.

Tyler Technologies: First as an implementation consultant and then as a project manager, David consulted and partnered with clients to gain a comprehensive understanding of workflow, business/technical requirements, and needs to help ensure that system functionality addressed all client needs. He played an active role in troubleshooting client issues through client support and development teams and conducted planning sessions with clients' key functional leaders in order to create a series of documented management plans to specify the project plan and scope.

REPRESENTATIVE CLIENTS

- City of Alameda, CA
- City of Fountain Valley, CA
- City of Independence, MO
- City of Irvine, CA
- City of Livermore, CA
- City of Long Beach, CA
- City of Oxnard, CA
- City of Redding, CA
- City of Richland, WA
- City of Santa Cruz, CA
- City of Santa Fe, NM
- Spokane Valley, WA
- Coconino County, AZ
- **CVAG, CA**
- Klickitat County, WA
- Mesa County, CO

Michele Riazzi, MS, MBA, PMP®

Business Analyst | Senior Consultant

EDUCATION AND CERTIFICATIONS

BS, Business Administration, Western International University

MS, Leadership, Grant Canyon University

MBA, Human Resources Concentration, Keller Graduate School of Management

Project Management Professional® (PMP®), Project Management Institute®

Michele Riazzi is a senior consultant within BerryDunn's Local Government Practice Group and has more than seven years of experience with consulting. Her experience includes implementation consulting, project management, and software implementation. Michele's extensive and dynamic education gives her a unique perspective with specialized skills that have helped many communities improve their effectiveness and efficiency.

RELEVANT EXPERIENCE

Systems Consulting: Michele has worked with a wide range of clients to improve their systems. In this work, she has assessed systems environments and recommended changes to optimize operational efficiency. An expert in identifying and analyzing needs, she has the skills and experience to transform functional and technical environments. She has worked with vendor teams and her clients to help ensure cohesion during the project effort.

Business Process Improvement: Michele has nearly a decade of experience with transforming businesses and organizations. An expert in leading both large and small consulting teams, she understands the intricacies and unique needs of different organizations and caters training and development to these unique situations. Her experience also includes updating systems to accommodate State and Federal reporting needs and compliance.

Human Capital Management: Michele brings strong human capital management experience, which started during her four-year stint as a project manager with Tyler Technologies. Michele has also been involved in scheduling resources, assigning roles and responsibilities, monitoring project progress, and tracking the project plan and schedule to help ensure each project is conducted on-time and on-budget. Michele has a long history of working with the City of Long Beach, California, which began with Tyler Technologies and led to a role leading the City's human capital management system initiative where she managed and coordinated a Tyler team of implementation consultants, as well as formed design and development personnel, to meet the City's needs to implement a Tyler Munis system.

REPRESENTATIVE CLIENTS

- City of Bend, OR
- City of Bettendorf, IA
- City of Corona, CA
- City of Fountain Valley, CA
- City of Irvine, CA
- City of Lompoc, CA
- City of Long Beach, CA
- City of Spokane Valley, WA
- City of Surprise, AZ
- **CVAG, CA**
- El Dorado County, CA
- Guilford County, NC
- Santa Cruz County CA
- Spokane Transit Authority, WA
- Washington County, WA
- Waukesha County, WI

ITEM 8C

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Next Steps for the Regional Pavement Management Program**

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

Recommendation: Authorize the Executive Director to execute a professional services agreement with Michael Baker International, Inc. in an amount not to exceed $246,215, including 15 percent contingency, to provide professional engineering services in order to update the 2011 Pavement Management Analysis Report

Transportation Committee: Concurred (Meeting of May 6)

Background: In April 2024, the Executive Committee, at the recommendation of the Transportation Committee, directed the Executive Director to update the 2011 Pavement Management Analysis Report and return with policy recommendations for a Regional Pavement Management Program for CVAG's Regional Arterial Roadway Network. Currently, member agencies are responsible for pavement maintenance of both regional arterials and local roadways within their jurisdictional boundaries. A regional pavement management program would use a cost-sharing approach to lessen the burden on member jurisdictions and achieve consistent quality along major arterials, economies of scale and properly timed lane closures that minimize impact on residents and visitors, particularly during major events. Staff anticipated needing consulting support for this analysis and sought proposals from the Qualified Professional Services Vendor List, which the CVAG Transportation and Executive Committees approved in February 2024. In March, staff requested letters of interest and availability from 11 vendors on the Qualified Professional Services Vendor List. Five vendors responded affirmatively. On April 5, 2024, CVAG staff sent the five vendors a Request for Proposals. Two proposals were received by the April 29, 2024 submittal deadline. A committee comprised of CVAG staff evaluated the proposals.

Consultant	Location
HR Green, Inc.	Palm Desert, CA
Michael Baker International, Inc.	Palm Desert, CA

Based on the proposal evaluation committee's feedback, staff is recommending the Executive Director be authorized to execute a contract with Michael Baker International, Inc.

This analysis to be conducted by the consultant will take up to twelve months to complete. CVAG will work with public works directors and staff from Cities and the County to update the 2011 report and determine pavement conditions on all regional streets. After the report has been updated, and should funding opportunities be identified and materialize, CVAG staff will work with the public works directors to further define a program that would allocate a share of regional funding to

implement maintenance and repair strategies for pavement on the regional arterial roadway network.

A regional pavement management program will be guided by policies approved by the Transportation and Executive Committees. These future policies would shape the program by setting requirements such as minimum pavement condition index, average daily traffic and regional significance. Staff will also use this study as a way to address many of the questions raised by the Transportation and Executive Committees about how best to roll out the program valleywide to ensure all member jurisdictions – including those that have been investing locally to keep their roads maintained – benefit from a regional program.

Once implemented, an effective pavement management system can assist agencies in developing long-term rehabilitation programs and budgets. Essentially, these investments are made in order to extend the useful life of a roadway. The key is to develop policies and practices that delay the inevitable total reconstruction for as long as practical yet still remain within the target zone for cost effective rehabilitation.

Fiscal Analysis: The recommended contract with Michael Baker International, Inc. is for an amount not to exceed $246,215. There is regional transportation funding available in this year's budget to cover the anticipated costs.

Investing in a regional pavement management program in a cost-sharing partnership with the cities and county would extend the life of regional roadways and ensure they do not deteriorate to a poor condition. The 2011 pavement management report found that the nine Coachella Valley cities and Riverside County of CVAG have nearly 350 miles of streets that make up their inter-agency arterial roadway network. Using a replacement cost of $2.4 million per mile, CVAG agencies have over $840 million invested in their arterial roadway network that would benefit from a regional pavement management program.

As part of this study, staff will also analyze the cost implications of the program, not just in reduced costs for cities but also funding opportunities at the regional level.

Attachments:

1. Michael Baker International, Inc. Technical & Fee Proposal
2. Professional services contract for Michael Baker International, Inc.

REQUEST FOR PROPOSALS

2011 PAVEMENT MANAGEMENT ANALYSIS REPORT UPDATE

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

SUBMITTED TO

CVAG

APRIL 29, 2024

SUBMITTED BY
Michael Baker
INTERNATIONAL
2945 Townsgate Road | Suite 200
Thousand Oaks, CA 91361

Michael Baker
INTERNATIONAL

2011 PAVEMENT MANAGEMENT ANALYSIS REPORT UPDATE

APRIL 29, 2024

Coachella Valley Association of Governments
Submitted via email: procurement@cvag.org

Dear Selection Committee,
Coachella Valley Association of Governments (CVAG) deserves a highly qualified engineering firm with the relevant experience necessary to seamlessly collect data to update the 2011 Pavement Management Analysis Report. With Coachella Valley roadways serving as a critical part of the area's transportation infrastructure, we understand the importance placed on an updated pavement management report that leads to the creation of a regional pavement program and the potential for significant cost savings. Michael Baker International, Inc. (Michael Baker) commends CVAG's Transportation Committee on this endeavor, and we are excited to submit a technical and fee proposal for your review.

Our proposed Project Manager, Nathan Kebede, P.E. is an expert in pavement management and has extensive experience providing pavement condition assessment services and developing pavement management programs for local, regional, state, and federal clients. Nathan and our qualified staff will work side-by-side with CVAG staff to bring objective pavement data collection methods and deliver accurate data and an up-to-date report.

With a reputation as a trusted engineering firm, we have partnered with California clients for over 84 years, successfully completing a wide variety of engineering and pavement management projects in the region.

MICHAEL BAKER OFFERS CVAG THE FOLLOWING BENEFITS:

LOCAL KNOWLEDGE
- *Have partnered with nearly every CVAG member agency*
- *A strong working relationship with CVAG and member agencies*

INNOVATIVE TECHNOLOGY & A PRACTICAL APPROACH
- *Certified pavement data collection technology; state-of-the-art GIS, data analytics, and cloud-based data storage*
- *Proven tools and methods to produce consistent, objective data, every time*

SUCCESSFUL SIMILAR EXPERIENCE
- *Currently performing similar work for the City of Coachella and the City of Los Angeles*
- *Recently conducted a Pavement Management System and Asset Inventory for the City of Indio*

We stand ready to offer CVAG a strong continued partnership and a commitment to you and your goals. Please contact me at 760-341-6110 or calberts@mbakerintl.com for additional information or to schedule an interview.

Sincerely,
MICHAEL BAKER INTERNATIONAL, INC.

Christopher Alberts, PLS
Office Executive

2. PROPOSAL RESPONSE FORM

QUALIFIED VENDOR LIST
PROPOSAL REQUEST

Part A — **To be completed by CVAG**

Consultant: Michael Baker International

Proposal Requested For:

2011 Pavement Management Analysis Report Update

Requestor: Randy Bowman **Date:** March 20, 2024

In the Statement of Qualifications did Consultant request changes to the CVAG Professional Services Contract?

☒ Yes ☐ No *(If Yes, review with Consultant and CVAG legal counsel as needed)*

Requested Professional Services

Architecture		Landscape Architecture / Planning	
Civil Engineering	X	Temporary Traffic Control Services	
Construction Management		Professional Survey	
Electrical Engineering		Right-of-Way Coordination	
GIS & CAD Drafting		Traffic Data Collection	
Grant Writing and Management		Traffic Engineering	
Graphics / Visual Design Services		Utility / Railroad Coordination	
Environmental Planning/Regulatory Compliance		Structural Engineering / Bridge Inspection	
Geotechnical Engineering / Material Testing / Special Inspection	X	Outreach / Engagement / Communications	

Scope of Work

Professional Services requested under this Proposal Request shall be performed in accordance with the Qualified Vendor List RFQ and CVAG standard Professional Services Agreement. Specifically, the scope of work requested is *(attach additional information as needed)*:

CVAG published in 2011 the Pavement Management Analysis Report, which was conducted by IMS Infrastructure Management Services from Tempe, Arizona. The Pavement Management Analysis Report provided foundational information for the CVAG Transportation Project Priority Study.

CVAG is requesting from selected civil engineering vendors on our newly established Qualified Vendor List your interest and availability to conduct an update to the 2011 CVAG Pavement Management Analysis Report. Unless your firm has capabilities in-house, the report update will require subconsulting to a qualified and experienced pavement evaluation firm. Pavement condition will be conducted using the MicroPaver software platform. In addition to conducting the field data collection and evaluation, CVAG desires the consultant to inventory, assess and report on any agency-specific pavement condition surveys to determine the scope and recency of any agency pavement condition reporting, which may reduce or otherwise impact the scope of this project. As the contract amount exceeded the Executive Director's expenditure authority, and it is expected the update will also be the same, any contract for this work will most likely require authorization from CVAG committees.

2011 Pavement Management Analysis Report: https://cvag.org/wp-content/uploads/2021/10/CVAG-Report-Rev2.pdf

Requested Schedule

Requested Completion Date for Scope of Work: Within 9 months from NTP

Scope of Work Budget

Budget for Scope of Work: TBD (For reference, the previous pavement evaluation study contract cost approximately $150,000 and was completed within 12 months).

Part B — To be completed by Consultant

Personnel Commitment

The Scope of Services shall be performed by Consultant's personnel and subconsultants in accordance with Consultant's Statement of Qualifications. Does Consultant propose changes to personnel for the requested services?

☑ Yes ☐ No *(If Yes, attach resumes of alternate proposed personnel)*

Scope of Work

Does Consultant request changes to the Scope of Work? ☐ Yes ☑ No

(If Yes, summarize requested changes below and attach additional information as needed)

Proposed Schedule

Proposed completion date for Scope of Work: Within 5 months of NTP *(attach proposed schedule)*

Proposed Fee

Proposed Fee for Scope of Work: $214,000 (fixed fee) *(attach fee proposal)*

Part C — Approval

CVAG

Recommended By:

Approved By:

Name: _____

Title: _____

Date: _____

Consultant

I hereby acknowledge receipt and acceptance of this Proposal Request:

By:

Name: Christopher Alberts, PLS

Title: Office Executive

Date: April 29, 2024

3. RELATED EXPERIENCE

CVAG will benefit from Michael Baker's recent local and national projects in pavement data collection and pavement management. Our location, depth of resources, diversity of skill sets, and experience will provide value to this project.

STAFF QUALIFICATIONS

Michael Baker is a leading national provider of transportation engineering and consulting services which include geospatial, planning, environmental, construction, program management, and full life-cycle support services and solutions. Since our first office opened in 1940, Michael Baker has assisted clients in many successful ventures by providing consulting services for a range of project scopes in support of U.S. federal, state, and municipal governments and a wide variety of commercial clients. *Engineering News-Record* (ENR) currently ranks Michael Baker as one of the top firms in the nation for Transportation and Highway Engineering-related services.

2024 ENR RANKINGS

THE TOP **500** DESIGN FIRMS

28	Top 500 Design Firms
18	Top 100 Pure Designers
13	Transportation
18	Construction Management*
18	Highways*
23	Mass Transit & Rail*

MAKING A DIFFERENCE IN CALIFORNIA

With nine offices located in Southern California alone, including our well-established Palm Desert office, we have successfully performed on many transportation engineering and pavement management projects in Coachella Valley and the Southern California region. In fact, we are presently providing similar services for the City of Coachella and the City of Los Angeles, collecting and delivering actionable pavement condition data and pavement management recommendations. By partnering with Michael Baker, CVAG and associated agencies will benefit from a unique team that understands local conditions, as well as the complexity, safety measures, logistics, and communication aspects needed to deliver a high-quality and actionable pavement management project for a multi-agency organization.

A CAREFULLY SELECTED, LOCAL TEAM

Christopher Alberts, with his role as Principal-In-Charge and Palm Desert Office Executive, brings a wealth of experience to the table. His expertise, particularly in collaborating with local agencies, is a significant asset in fostering growth and development within the Coachella Valley region. His proven track record with cities like Coachella, Rancho Mirage, Indio, and Palm Desert ensures that he is well-equipped to lead projects to success, leveraging his deep understanding of the local landscape and community needs.

Our proposed Project Manager, Nathan Kebede, P.E., has extensive pavement data collection and pavement management experience gained on projects for the City of Los Angeles, City of Coachella, Santa Barbara County, and Caltrans. Nathan's experience extends nationally and will be of great value to CVAG during this pavement management analysis report update.

Our proposed client liaison, Steven Latino from our Palm Desert office, is knowledgeable on local regulations and maintains a solid working relationship with CVAG and member agency staff established through various projects over the years. His invaluable local experience has been gained through partnerships with Western Riverside Council of Governments (WRCOG), Riverside County Transportation Commission (RCTC), the County of Riverside, and Caltrans. Steven is well versed in project delivery and the challenges projects face due to local, regional, and statewide regulatory requirements.

Christopher and Steven will work closely with PM, Nathan and will be backed by the entire team of experts in our pavement management services to deliver a high-quality project as a result of our nationwide experience.

ROADWAY DATA COLLECTION AND PAVEMENT MANAGEMENT EXPERTISE

Michael Baker is recognized as a leader in the pavement management industry and has been the trusted provider of pavement condition survey services to municipal and state agencies for decades. We have performed roadway data and imagery collection since patenting GPS mapping technology in the early 1990s. Since then, Michael Baker has continuously advanced in our capabilities through our experiences working on similar projects and we stand out among our competitors because of the on-time communication and tailored customer service we consistently deliver.

We have a wide range of experience fulfilling project scopes for many state and municipal Departments of Transportation (DOTs). Our team successfully completes large- and small-scale pavement data collection projects each year. We have been the trusted partner for many pavement condition assessments for Napa County, CA, Camden County, NJ, The City of Indio, CA, The City of Treasure Island, FL, the Illinois State Toll Highway Authority (Illinois Tollway), the Pennsylvania Turnpike Commission (PTC), the New Jersey Department of Transportation (NJDOT), the Mississippi Department of Transportation (MDOT), and West Virginia Department of Transportation - Department of Highways (WVDOT-DOH), always striving to provide quality, safety, and efficiency for our clients' roadway infrastructure.

*Through effective planning, qualified staff, and time-tested quality measures, we have captured tens of thousands of miles of pavement data annually – **57,800 miles since 2020** – with no lane closures, delays, or impact to the general public.*

We present to CVAG a team that has a strong history of providing automated pavement condition data collection and one that possesses the experience and skill set to deliver the most effective pavement management analysis. We offer four decades of GIS expertise, paired with our Silver-level Business Partner status that we have maintained with Esri since 1984. By partnering with Michael Baker, CVAG staff can be confident it is collaborating with a low-risk, high-quality contractor with complete turnkey solutions.

SIMILAR PROJECT EXPERIENCE

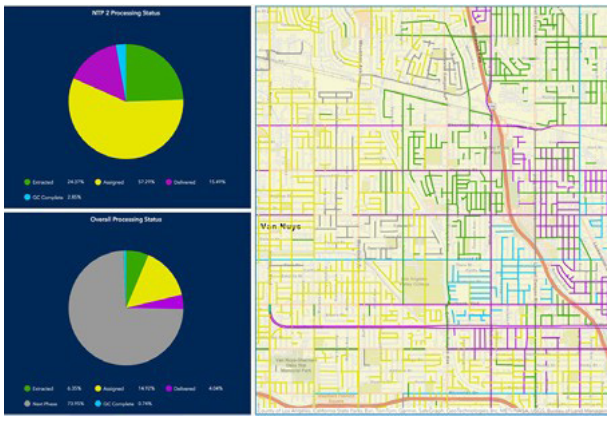
The following project experience demonstrates our capability to perform work similar to what is anticipated on this project.

Citywide Pavement Management System Implementation
Coachella, California

City of Coachella, CA
Name: Andrew Simmons
Phone: 760-398-5744 x 134
Dates: 10/2023 – Ongoing
On track towards on-time completion

Project Team Members
Christopher Alberts
Kenny Contrisciane
Nathan Kebede
Steven Henderson
Aaron Morris
Michael Simons

Michael Baker is conducting a citywide pavement condition survey and pavement management system implementation for the City of Coachella (City), California. Pavement data is collected utilizing our NSV, equipped with advanced 3D LCMS pavement scanners, high-definition ROW cameras, GPS, high-precision inertial navigation, and other remote sensing technologies which allows accurate pavement condition data and ROW data to be collected while traveling at prevailing traffic speeds. Tasks include surveying 140 centerline miles of the City's pavement and implementing a modern Pavement Management System. Michael Baker is performing pavement distress ratings utilizing automation based on the ASTM D6433 standard.



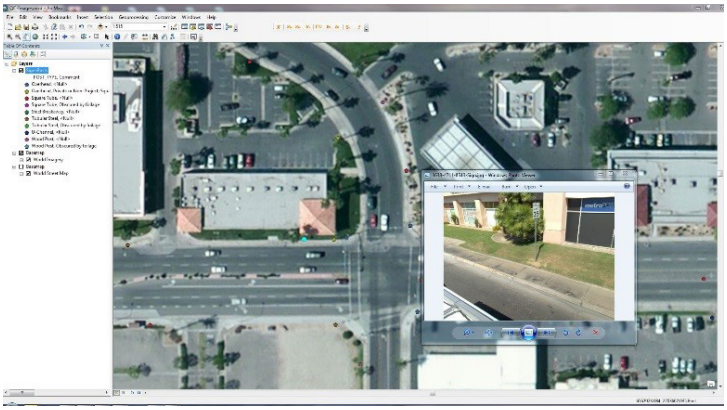
Pavement Condition Survey
Citywide, Los Angeles, California

City of Los Angeles, CA Bureau of Street Services
Name: Janet Tran
Phone:213-354-3066
Dates: 02/2023 – Ongoing
On track towards on-time or early completion

Project Team Members
Nathan Kebede
Michael Simons
Jibreel Rana
Steven Henderson
Aaron Morris
Vahid Ganji
Kenny Contrisciane

Michael Baker is conducting a citywide pavement condition survey for the City of Los Angeles (City), Department of Public Works, and Bureau of Street Services (StreetsLA). Pavement data is collected utilizing NSVs equipped with advanced 3D LCMS pavement scanners, high-definition ROW cameras, GPS, high-precision inertial navigation, and other remote sensing technologies to collect accurate pavement condition data and ROW data while traveling at prevailing traffic speeds. Tasks

include surveying 5,000 centerline miles of the City's pavement according to the ASTM D6433 standard and updating the existing pavement management system. Michael Baker is performing pavement distress rating utilizing automation and manual feature extraction techniques to identify pavement distresses and deploy multi-layer quality control and quality assurance to verify field data integrity and reliability of results. Processed pavement condition data is uploaded to StreetsLA's PAVER database using the .70 file format.



Pavement Management System and ADA Asset Inventory

Indio, California

City of Indio

Name: Juan Raya, City Engineer

Phone: 760.342.6500

Dates: 11/2021 – 12/2022

Completed ahead of the May 2023 expected due date

Project Team Members

Kenny Contrisciane

Vahid Ganji

Aaron Morris

Michael Baker provided Mobile LiDAR mapping and Laser Crack Measurement System (LCMS) pavement data collection surveys in support of the development of the City's five-year pavement management plan and to augment their ongoing public works Americans with Disabilities Act (ADA) asset management program activities. The project included collection and processing of mobile LiDAR data, LCMS pavement surface condition data, and 360° high-resolution spherical digital imagery on approximately 450 lane miles (222 centerline miles) of city-owned streets. The City's diverse transportation network consists of high volume major and minor arterials, major and minor collectors, and residential (neighborhood-level) streets and alley ways. The primary objective of the project was to utilize the collected field data to support the development of Indio's pavement management system and corresponding five-year pavement prioritization plan and to perform a physical asset inventory of the City's curb ramps, sidewalks, and traffic sign assets. Collection of the curb ramps and sidewalk data was intended to provide the City with a current inventory of physical infrastructure assets that support their ongoing ADA compliance activities.

4. PROPOSED STAFFING AND PROJECT ORGANIZATION

Michael Baker has assembled a highly qualified, in-house professional team to address all scope and technical requirements of this project. Our team has the experience, capacity, and resources to meet each of CVAG's important objectives and to deliver a fully updated, Pavement Management Analysis Report. The organizational chart and resumes below identify key personnel who will be assigned to this project and illustrates the overall supervision of staff under our Project Manager, Nathan Kebede, PE.

PROJECT MANAGEMENT

Because of the multiple agencies CVAG represents and the need to collect data on roads that fall in differing jurisdictions, this project demands a well-planned and comprehensive management plan that focuses on communication and schedule. Our management approach is based on the establishment of a formal Project Management Plan (PMP) that defines the roles and responsibilities of our management team, defines the schedule, and describes the communication tools to ensure effective collaboration among the leadership team. Our formal project management process, **"Project Management – The Michael Baker Way"** provides a living comprehensive resource that is comprised of numerous supporting detailed plans for: Contract Management, Financial Management, Quality Management, Risk Management, Change Management, Document Management, Reporting & Oversight, and Communication. Our PM, Nathan Kebede will implement this proven project management process which has gained us a solid reputation and has resulted in exceptionally pleased clients and repeat business.

More details on project management are outline in Task 1.

Christopher Alberts, PLS
PRINCIPAL IN CHARGE

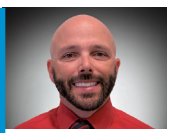
Mr. Alberts has combined consulting experience in field and office operations. As Palm Desert Office Executive, Mr. Alberts oversees the office environment and employee engagement to develop and grow the Coachella Valley capabilities. Through successfully fulfilling roles on projects with cities such as Coachella, Rancho Mirage, and Indio he has acquired in-depth understanding of the local landscape and communities. In his current role, he is responsible for office and discipline operations, maintaining client relationships, quality control of plans and deliverables, staff allocation, scheduling, and verification of client satisfaction. He is active on a number of professional state and local association boards and chairman of a professional practice committee serving three southern California counties.

Nathan Kebede, PE
PROJECT MANAGER

Nathan leads the National Pavement Services Program at Michael Baker. He is an experienced pavement management engineer and project manager, having worked on numerous pavement condition inspection and pavement management projects for clients that include municipalities, state highway agencies, state aviation agencies, federal agencies, and the U.S. Department of Defense. Nathan's technical efforts have focused on delivering pavement evaluation services to clients in a clear and understandable format to promote informed maintenance and funding decisions. He has provided pavement evaluation and management services for tens of thousands of miles of roadway pavement facilities in the U.S. and abroad (including for the City of Los Angeles and the City of Coachella). Nathan is a recognized and active member of the pavement management community and participates in numerous organizations; he is a member of the Highway Pavements Committee and the Infrastructure Systems Committee of the ASCE Transportation & Development Institute. Nathan also serves on committees and panels at the Federal Highways Administration (FHWA) National Cooperative Highway Research Program (NCHRP) and the National Academies of Science, Engineering, and Medicine – Transportation Research Board (TRB) where he is an active contributor to the development of guides and standards that shape the pavement evaluation and pavement management industry.

Aaron Morris, GISP
TECHNICAL ADVISOR

Aaron is the National Operations Director for Michael Baker's nationwide infrastructure data collection efforts, including pavement data collection, Mobile LiDAR data collection, and indoor LiDAR data collection activities. Within Michael Baker's operations-centric strategic organizational structure, he plays a significant role in fostering geospatial capabilities to provide clients with a broader portfolio of Michael Baker's services. In addition to managing pavement data collection logistics nationwide, including projects for StreetsLA and the City of Coachella, he provides national leadership for Michael Baker's GeoLink GPS Software Engineering Departments, is a current Executive Director and National Treasurer of the Board for the MAPPS organization, and provides primary technical consulting expertise for Pavement, Geospatial and LiDAR projects for local, state, and federal governments. Aaron's years of invaluable experience leading, managing, and advising on large-scale multi-year roadway data collection projects make him a critical asset to provide CVAG with a successful and timely completion of this project.



Steven Latino, PE, TE
CLIENT LIAISON

Steven Latino's 19-year professional career has focused on providing services as a local municipal employee and he has also spent extensive time working in the public sector, which allows him to assist clients as if he were a part of their organization. Currently serving as Michael Baker's Transportation Department Manager and local client liaison for Coachella Valley, he works strategically with the various member agencies and has established professional

relationships in most of the cities throughout Coachella Valley. Prior to private employment, he served as the Engineering Director/City Engineer for the City of Hemet. He also held a tenure at the City of Ontario where he served as the Project Manager. Some of his recent projects with Michael Baker include Palm Springs, Palm Desert, Indian Wells, Rancho Mirage, Agua Caliente Band of Mission Indians, Indio, Coachella, Cathedral City, Riverside County, and Caltrans. This provides CVAG someone who understands the inner workings of member local governments and local regulations. He is intimately familiar with challenges projects may face due to local, regional, and statewide regulatory requirements.

Steven Henderson
PAVEMENT DATA COLLECTION

Steven has an extensive background in Mobile LiDAR, Pavement Data Collection, and GIS. As Michael Baker's Data Collection Fleet Manager, he is responsible for the management, training, and oversight of Michael Baker's entire fleet of innovative field collection technologies, including Inertial Profiling, LCMS, Mobile LiDAR, terrestrial imagery, Static LiDAR, and SLAM LiDAR. He has been involved in field mission planning and enterprise logistics for numerous statewide projects. His field mission planning experience includes route identification, collection tracking, route logistics and navigation, collection schedules, equipment training and certification, crew mobilization, collection validations, and Cloud-to-Cloud data transmissions. Steven's technical expertise along with his operational knowledge of accurate data collection methodology makes him a beneficial member of the team for CVAG's upcoming project.

Kenny Contrisciane
PAVEMENT DATA PROCESSING

Kenny has more than 20 years of experience in the fields of GIS technology, asset inventory, and pavement data collection. He has served as the technical lead of Michael Baker's Pavement Data Collection business line since its inception and has overseen the evolution and growth of the related services and technology that focus on the 3D pavement data collection systems. Kenny has experience with GPS data collection and processing, GIS database development and design, and programming. He has served as the data-processing task manager on several projects, including the City of Los Angeles Pavement Data Collection, Mississippi Statewide Pavement Data Collection, New Jersey HPMS Pavement Data Collection, and West Virginia Statewide pavement data collection project. Kenny developed and maintained the core data processing framework that translates raw data from the 3D LCMS pavement data collection system into various formats, including the ASTM D6433 and PAVER formats.

Jibreel Rana
PAVEMENT DATA PROCESSING, PAVEMENT PRESERVATION ANALYSIS

Jibreel has specialized experience in the evaluation, design, rehabilitation, and management systems of pavement structures. He has led various pavement evaluation, design, rehabilitation, and management projects. He is well-versed in the collection and analysis of pavement condition data, including PCI (automated and manual), IRI, and friction. He has extensive experience in both the collection of automated image data for condition surveys and performing condition surveys. He has overseen multiple projects that included FWD and GPR testing and was responsible for the planning, collection, analysis, and reporting of the FWD and GPR data. Jibreel is also very experienced in performing pavement maintenance and rehabilitation analysis using the PAVER software.

Vahid Ganji, PH.D., P.E.
QA/QC, PAVEMENT PRESERVATION ANALYSIS

Vahid has over 25 years of experience in pavement evaluation, pavement design, and pavement management. He also has extensive experience in nondestructive testing of pavements as well as bridge decks at the project or network level, including automated Laser Crack Measurement System (LCMS), Falling Weight Deflectometer (FWD), Ground

Penetrating Radar (GPR), High-Speed Profilers, and International Roughness Index (IRI) Measurements. Vahid has successfully served as the Technical Lead for Michael Baker on numerous large-scale pavement condition evaluation and pavement management system projects including statewide pavement evaluations for the New Jersey Department of Transportation (NJDOT) and West Virginia Division of Highways (WVDOH). Vahid has been an instrumental task leader for various pavement maintenance and rehabilitation planning tasks using the PAVER software as well as other pavement management analysis tools. His detailed analysis includes using statistical modeling to create or update pavement deterioration curves, leveraging local and regional bid tabulations to determine accurate pavement maintenance costs, and providing targeted pavement preservation recommendations that assist municipal agencies in selecting pavement maintenance and rehabilitation activities with the highest return-on-investment.

Michael Simons
GIS ANALYST

Michael is a Geospatial Information Technology (GIT) Systems Developer with GIS and SQL Server Database experience developing and managing databases and processes for Pavement data collection projects. He has experience developing data processes using a combination of Python and SQL to automate processing during the overall pavement analysis process. He has developed SQL Scripts and Stored Procedures that aid in the data review and data delivery for a project. Michael also has working knowledge with Asset Management, building and maintaining Asset and Location hierarchies for use in programs such as Maximo and has worked with line departments to set up appropriate parent-child relationships across assets to accommodate various reporting requirements across the company. He has experience developing attribute classifications for use in asset data collection and also has experience with web-based mapping applications, geospatial analysis, track charts, and field asset collection.

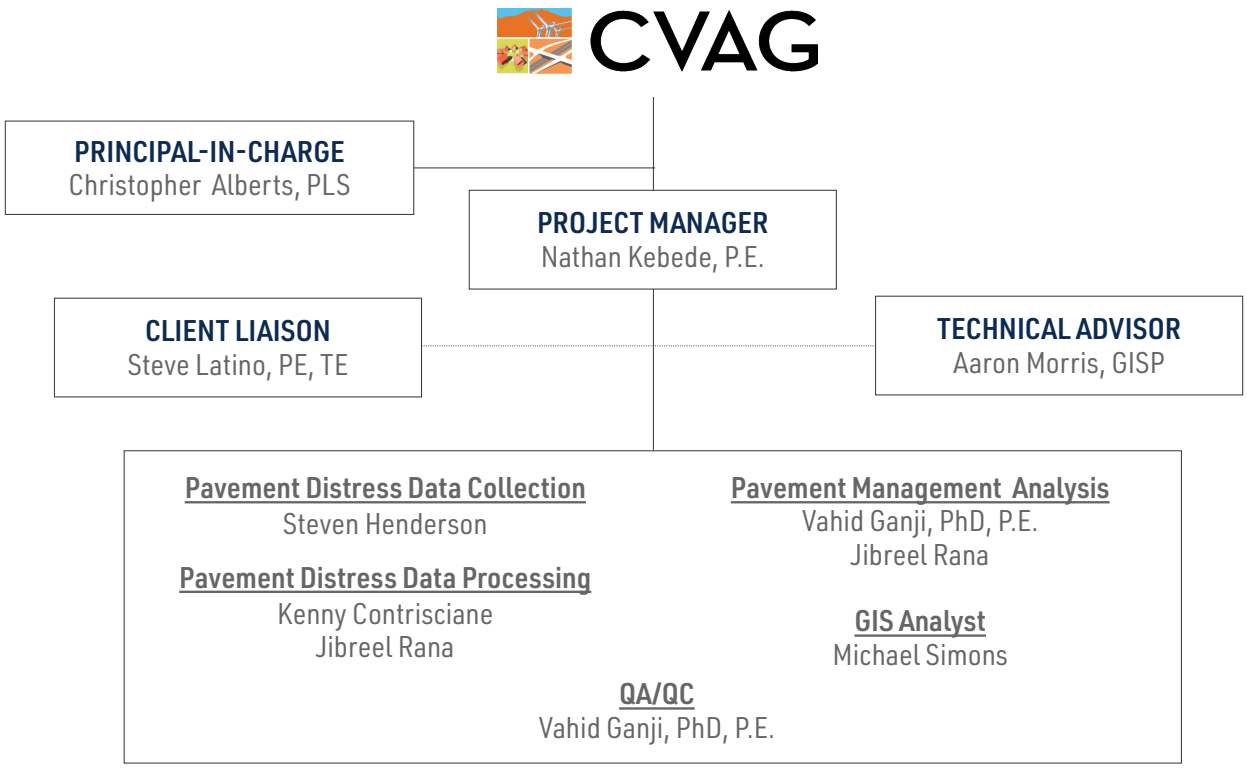
CAPACITY CHART

We are committed to providing highly experienced and knowledgeable staff to deliver the services from the beginning through the duration of the contract.

Team Member	Location	Role	Years with Michael Baker	Current Assignments & Level of Commitment	Availability
Christopher Alberts, PLS	Palm Desert, CA	Principal-in-Charge	22	City of Coachella | 5%	10%
Nathan Kebede, PE	Round Rock, TX	Project Manager	2	City of Coachella | 10% Illinois tollway Pavement Management | 10% Streets LA Pavement Management | 10%	60%
Aaron Morris, GISP	Jackson, MS	Technical Advisor	26	City of Coachella | 5% Illinois tollway Pavement Management | 5% Streets LA Pavement Management | 5%	25%
Steve Latino, PE, TE	Palm Desert, CA	Client Liaison	3	City of Coachella | 5%	5%
Steven Henderson	Jackson, MS	Pavement Data Collection	16	Illinois tollway Pavement Management | 15% Streets LA Pavement Management | 5%	50%
Kenny Contrisciane	Hamilton, NJ	Pavement Data Processing	23	City of Coachella | 5% Illinois tollway Pavement Management | 20% Streets LA Pavement Management | 20%	50%
Jibreel Rana	Hamilton, NJ	Pavement Data Processing, Pavement Management Analysis	6	Illinois tollway Pavement Management | 10% Streets LA Pavement Management | 5%	60%

Team Member	Location	Role	Years with Michael Baker	Current Assignments & Level of Commitment	Availability
Mike Simons	Hamilton, NJ	GIS Analyst	5	Illinois tollway Pavement Management | 10% Streets LA Pavement Management | 15%	55%
Vahid Ganji, PhD, PE	Hamilton, NJ	QA/QC, Pavement Management Analysis	18	Illinois tollway Pavement Management | 10% Streets LA Pavement Management | 5%	40%

ORGANIZATIONAL CHART



5. WORK PLAN

PROJECT UNDERSTANDING

Michael Baker understands that CVAG requires the services of a qualified engineering firm to update your 2011 Pavement Management Analysis Report. CVAG's requested services include project management (with all associated activities as outlined in the RFP), field data collection, and data analysis leading to the assignment of Pavement Condition Index (PCI) values for each roadway section. Another important outcome of this project is the delivery of an updated pavement management report that includes results of pavement management analysis in the PAVER software and a recommended 5-year roadway maintenance program produced by taking into account roadway segment PCI, pavement performance prediction models, and cost-effective pavement preservation policies.

We understand the need to engage and communicate regularly with CVAG staff and member agencies to deliver better results and to adhere to all applicable standards outlined in section B. under the scope of work. Furthermore, we stand ready to support CVAG to prepare for meetings and prepare documentation such as technical memoranda, preliminary and final reports, presentations, and other informational materials for presenting to CVAG committees.

TASK 1: PROJECT MANAGEMENT

PROJECT MANAGEMENT

Our approach to managing this project begins and ends with proactive communication with CVAG, a commitment to provide qualified experts in pavement engineering, and performing Quality Assurance/Quality Control (QA/QC) checks throughout the process. Our approach to maintaining an efficient line of communication is to have a primary point of contact. In this case, our **Project Manager, Nathan Kebede, PE,** will coordinate and manage all activities and be CVAG's constant point of contact. Nathan understands the importance of regularly and proactively communicating with the client's project team.

Schedule and Budget Controls: Michael Baker utilizes SmartSheets and our Enterprise Reporting Portal (ERP) to monitor project budgets, maintain project schedules, and track the status of the preparation of work products, related technical studies, and project meetings, as well as key milestones of the project. As the Project Manager, Nathan will also establish regularly scheduled conference calls, both internally and with CVAG, for the discussion of the project budget, project schedule, and any project issues. These calls will ensure team members know the full status of project tasks and are apprised of any anticipated variances to the project.

Our proposed subtasks are described below :

Task 1.1 - Kickoff Meeting

Within two weeks of receiving Notice to Proceed, we will coordinate with CVAG to schedule a project kickoff meeting. Participants from our team include our proposed Project Principal, Project Manager, and Data Manager. We will prepare and provide a comprehensive meeting agenda ahead of the meeting; the agenda will cover items such as:

- Conduct introductions of key project team members and identification of roles
- Present and confirm project scope, schedule, and budget
- Review and confirmation of deliverables and deliverable formats
- Establishing lines of communication and a project communication plan/frequency
- Review GIS maps, location referencing, and other mapping needs
- QA, QC, and data acceptance standards
- Public outreach needs

Other items discussed may include the existence of ongoing paving programs, construction projects, and other public works related activities that we will use in the development of our field data collection plan.

Our Project Manager will submit the meeting minutes within 5 business days after the kickoff meeting. We will also develop and submit an updated detailed project schedule and budget based on the feedback we gather during the kickoff meeting. The detailed schedule will include all tasks, sub tasks, meetings, public outreach activities, milestones, and deliverables. A simple, concise schedule will be prepared for sharing with a wider audience such as with CVAG's committees and members of the public.

Task 1.2 - Quality Management

We acknowledge the importance of quality to all tasks associated with CVAG's Pavement Management Analysis Report Update project, and we have aligned our project team, resources, and expertise with quality management as a focus. Quality management is a hallmark of Michael Baker's commitment to our customers. We will employ our comprehensive Quality Management Plan (QMP) to ensure that all project work is assigned, carried out, and reviewed to meet or exceed the CVAG's requirements and expectations, and to meet all applicable standards as outline in Section B of the Scope of Work.

Our QMP includes processes for equipment calibration and certification measures, pavement data collection, pre- and post-production data QC measures, data sampling/review practices, error resolution, and acceptance criteria. We will modify our QMP to meet CVAG's unique specifications. Our QC activities ensure that:

- Data meets defined quality standards and requirements for acceptance
- Data collection and processing are performed in a consistent and logical manner
- Data quality issues are identified, and appropriate corrective actions are applied and documented

Training: All field data collection technicians undergo training to thoroughly understand the operations and maintenance activities to conduct successful data collection. Technicians will not be assigned to data collection activities until they complete all training activities.

Certifications: All Network Survey Vehicles (NSV) regularly undergo certifications according to the AASHTO standards. Certifications are conducted at facilities around the country, including the National Center for Asphalt Technologies (NCAT), Texas Transportation Institute (TTI), or the Illinois Certification and Research Track (ICART).

Equipment Calibration: Before mobilization, NSVs used for the data collection will undergo calibration and validation protocols.

Four layers of QA/QC are implemented in our data processing and are described below:

1. **Rater/Processor Training:** *Personnel assigned to this project must have completed the Rater/Processor training satisfactorily before performing data processing tasks on this project.*
2. **Systematic Data Checks:** *100% of processed data is subject to systematic checks to identify any system-wide issues. Checks include screening data to filter values outside the normally expected range, checks on file sizes and file health to identify corrupt or incomplete files, and reviews of the processor logs to confirm that only approved staff completed the tasks.*
3. **Data Value Checks:** *100% of processed data is subject to data value checks to verify that measured/reported values are within the acceptable ranges of the characteristic they are describing. Values out of the normally expected range for each field are flagged for further investigation or corrective action.*
4. **Manual Quality Checks:** *10% of data is manually reviewed to confirm data accuracy. If the manual quality checks*

Michael Baker's QMP describes, in detail, all aspects of our quality control and quality assurance activities. **We will promptly provide a full copy of our QMP plan upon CVAG's request and will resubmit it to CVAG with any updates required before full-scale data collection begins.**

Task 1.3 - Project Status Meetings

We will setup bi-weekly project status meetings with CVAG staff to review project progress, discuss upcoming milestones, and address any project complexities. Each meeting will be followed by a standardized project status report and meeting minutes that Michael Baker's Project Manager will share with CVAG staff.

Establish Stakeholder Committee: Michael Baker will assist CVAG to establish a Stakeholder Committee consisting of a representative from the 10 member agencies for which data collection is being completed. Once established, we will arrange for monthly conference calls and/or meetings with the stakeholder committee to discuss the progress of the project. Besides providing a platform to regularly communicate about the project status, the establishment of a member agency Stakeholder Committee will also be critical in helping meet CVAG's goal of assessing member agency pavement management efforts discussed in Task 2.

CVAG Committee Meetings: Michael Baker will conduct or assist CVAG staff in preparing for Transportation Committee and Executive Committee meetings. Our Project Manager has extensive experience providing pavement management project updates and presentations to municipal executive leaders, and we stand ready to assist CVAG in providing pertinent updates to the appropriate committees.

Task 1.4 - Public Outreach

An effective public outreach plan is critical to the success of this regional pavement management project. It will educate the residents of the Coachella Valley about the data collection activities that will take place, and it will inform them of the various steps CVAG and member agencies are taking to be a good steward of taxpayer funds. Michael Baker regularly supports municipal and state agencies with public outreach efforts, and we will collaborate with CVAG to produce and deliver a Public Outreach Plan that may include the following items:

Michael Baker helped prepare a press release for the City of Coachella (CA) regarding its pavement assessment

- **Press Release:** Michael Baker will draft a press release that provides a high-level description of the project including objectives and expected benefits to Coachella Valley. The press release will also describe the data collection technology and communicate to residents that pavement data collection will not interfere with normal traffic operations. The approved press release can be posted on the CVAG and member agency websites or distributed through other modes regularly used to reach residents of the Coachella Valley.
- **Technology Demonstration:** Michael Baker will conduct a demonstration of the pavement data collection technology to CVAG and member agencies on a scheduled day. CVAG may invite local media, committee members, and member agency representatives to showcase CVAG's efforts to use advanced and objective technology for pavement management.
- **Media Interviews:** Upon request from CVAG or its member agencies, Michael Baker will provide support to CVAG to prepare for any media interviews related to the project.

We understand that public engagement is an important aspect of CVAG's responsibilities , and we will offer our expertise to assist you in implementing an appropriate Public Outreach Plan that best meets CVAG's needs for this project.

TASK 1 DELIVERABLES

- *Kickoff meeting and meeting minutes*
- *Updated project schedule and budget*
- *Updated Quality Management Plan*
- *Establishment of bi-weekly status update meetings*
- *Establishment of the Stakeholder Committee and a monthly Stakeholder Committee meeting*
- *Press Release detailing the project's benefit to residents*
- *Data collection technology demonstration*
- *Support for media interviews*

TASK 2: ASSESS CVAG MEMBER AGENCY PAVEMENT MANAGEMENT PROGRAMS

Michael Baker will contact each of the 10 CVAG's member agencies to identify each agency's pavement management efforts such as (but not limited to):

- Details of the recent or in-progress pavement management data collection efforts including collection methods, standards, and results
- 5-year CIP for roadways
- 5-year pavement maintenance and preservation program
- List of commonly used pavement maintenance and preservation methods
- Observed performance of commonly used pavement maintenance and preservation methods

We anticipate that connecting with the member agencies and collecting relevant information for this task will be easily facilitated through the Stakeholder Committee we propose to establish as part of Task 1. We will consult with the Stakeholder Committee and CVAG to evaluate if the information we will gather is sufficient and if any additional questions should be added to our list. We will also discuss with the Stakeholder Committee the most effective way to capture this information. We may use one or a combination of the following methods:

1. **Online Survey:** we will setup a web-based survey with the list of questions and disseminate the survey to representatives of the member agencies. The survey will be prepared using Microsoft's survey and form tools and will enable respondents to provide customized answers and upload relevant files.
2. **Email:** We will compile our questions in an email format and send them to representatives of the member agencies. Member agency representatives may respond via email.
3. **Interview:** We will schedule an interview with the representatives of each member agency to discuss our information requested and document their responses. The interviews may be conducted through phone calls or web meetings. If schedules permit, we may also host group interview meetings where multiple member agency representatives can take part.

The findings and outcomes of our assessment of member agency pavement management programs will be documented in a report and shared with CVAG. The report will highlight key findings, innovative ideas used by member agencies that could be adopted by others, and opportunities for improvement. We will also evaluate the pavement condition data and planned CIP or pavement maintenance information to identify how we can best incorporate them in our pavement management analysis to augment the 5-year pavement maintenance and preservation program we will deliver as part of this project.

TASK 2 DELIVERABLES

- *A report that includes findings from the assessment of member agency pavement management programs*

TASK 3: ROADWAY INVENTORY REVIEW AND GIS BASE MAP PREPARATION

Using information provided by CVAG and its member agencies during the kickoff meeting as well as information gathered from the Stakeholder Committee regarding CVAG's and member agency roadway inventory, our team will perform a

comprehensive review of the roadway inventory and update the GIS Shapefile that will be used for pavement condition inspections and to update the pavement management analysis. We will initialize various tasks such as mission planning, field data collection, and data processing. These activities include:

- Project database initialization and configuration
- Mission planning, including review of CVAG's and member agency current street GIS shapefile
- Review any existing pavement management database
- Creation of the PAVER database and update of the GIS shapefile
- Loading roadway GIS maps into our web-based survey tracking system
- Pavement distress processing application configuration
- Project SharePoint site setup for secure document sharing with CVAG and member agencies

All our processes, methodologies, applications, and data collection equipment are tightly integrated with GIS and will use existing roadway GIS maps and Location Referencing. The GIS map review activity in this task is especially critical for the successful pavement condition data delivery and pavement management analysis; therefore, any concerns or inconsistencies observed with CVAG's or member agency GIS maps will be promptly brought to the attention of the CVAG project team and the respective agency staff to reach a resolution that benefits all involved parties.

TASK 3 DELIVERABLES

- » *Updated GIS Shapefile to be used for data collection and pavement management analysis*
- » *Updated PAVER database with GIS*

TASK 4: FIELD DATA COLLECTION

Michael Baker routinely provides pavement data collection and roadway inventory services to various municipal and state agencies of all sizes, and we thoroughly understand each important stage of the process needed to deliver accurate and objective data to CVAG. Our Project Manager will be responsible for coordinating our data collection schedules with each of CVAG's member agencies.

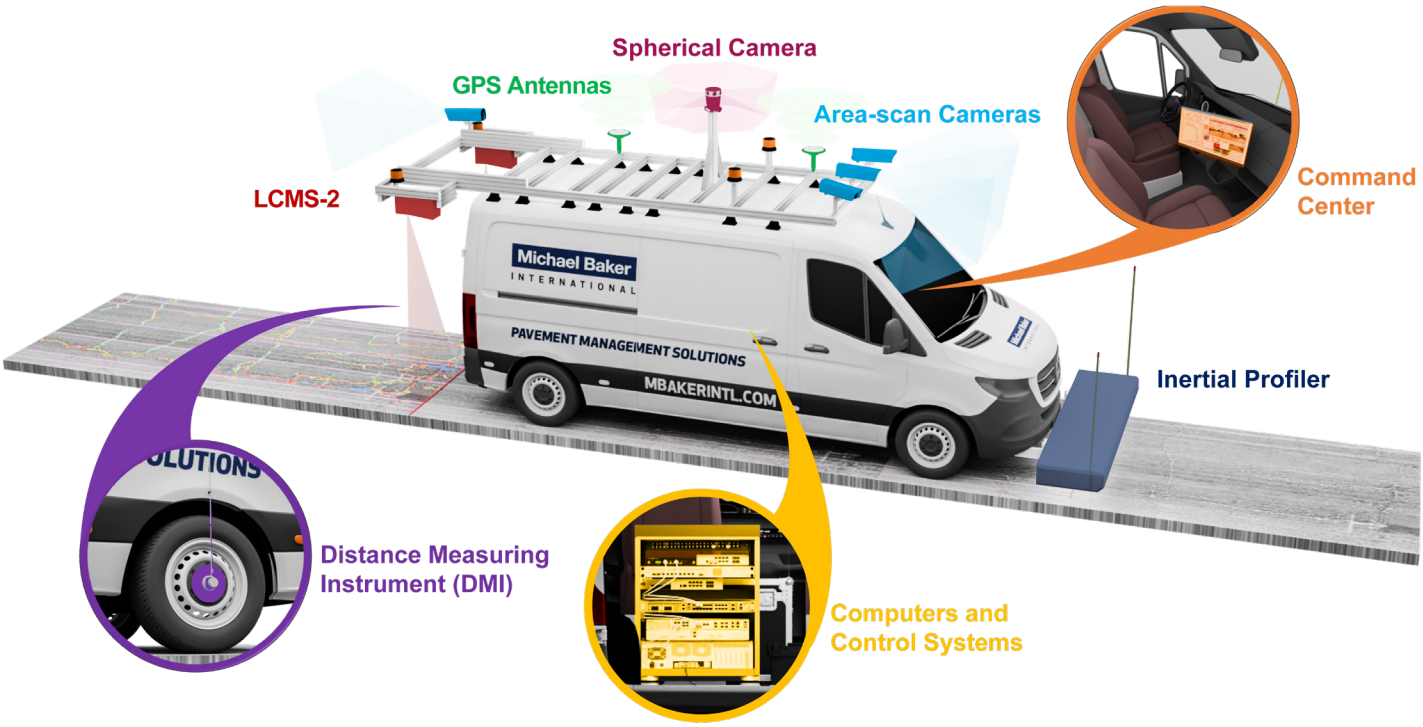
Central to our capacity to provide the best-quality pavement condition data is our use of certified and advanced pavement data collection technologies. Our team makes substantial investments in technology each year to keep our equipment on the cutting edge of the pavement and asset data collection industry.

Our NSVs are equipped with:

- **Laser Crack Measurement System (LCMS-2)** pavement surface scanners that collect continuous full-lane pavement scans with enough detail to identify rutting (according to AASHTO R48 to 1/100th of an inch), surface distresses, cracking as small as 1 mm wide, and other pavement defects in accordance with ASTM D6433
- **Line-laser inertial profilers** that measure and calculate accurate roadway roughness (IRI)
- **Four 9-megapixel high-definition ROW cameras** calibrated for scale that capture ROW imagery every 26 feet covering all travel lanes and enabling detailed sub-meter measurements and asset extraction from each image
- **75 Megapixel Spherical Camera** providing an industry-leading continuous comprehensive 360-degree view of the CVAG's roadway network
- **Distance Measuring Instruments (DMI)** that associate collected data to the CVAG's roadway linear referencing with 99.9% accuracy
- **Differentially corrected GPS** that spatially (latitude, longitude, elevation) references all collected data
- **Military-grade inertial navigation with Inertial Measurement Units (IMU)** that allows the NSV's GPS to navigate accurately and spatially reference data even when there is limited or no GPS satellite connectivity

To allow for optimal pavement scans and ROW imagery capture of the CVAG's approximately 350 miles of roadway, data collection is only performed on dry pavement surfaces under adequate daylight conditions while avoiding obstructions by direct sunlight or dark shadows.

We will collect all data in the driving lane in one direction for all 2-lane roads and in the driving lane in both directions for all median-divided or 4+ lane roads. We will track segments where we deviate from the collection lanes as Exceptions. Our Exceptions list includes segments with construction zones, railroad crossings, bridges, blocked lanes, accidents, and closed roads.



Michael Baker's proprietary Pavement Management Solutions vehicle equipped with fully integrated pavement instruments

TASK 4 DELIVERABLES

- *Pavement condition evaluation using vehicle-based 3D LCMS technology*
- *Georeferenced downward pavement images and ROW images*
- *IRI in accordance with ASTM E950*
- *Rutting to 1/100th inch in accordance with AASHTO R48*

TASK 5: DATA ANALYSIS

Throughout our many years of experience processing roadway condition data, we have pushed the limit of computational power to expedite the time it takes to process tens of thousands of miles of roadway condition data. Prior to the proliferation of cloud computing, we led the industry over a decade ago by setting up our very own high-speed data center for data storage and data processing operations. We are once again leading the industry by moving all our data storage and data processing operations to the Microsoft Azure Cloud. The Microsoft Azure Cloud meets all federal cybersecurity requirements and enables our team to significantly reduce the time needed to complete data processing through our use of elastic computing. Elastic computing allows our team to seamlessly increase the scale of data processing power when we need it the most. Our expertise in leveraging elastic computing in the Microsoft Azure Cloud provides CVAG the comfort of knowing that we will deliver processed data faster than other firms.

Task 5.1 - Data Management

Pavement condition data will be managed such that it can be collected and transferred to our offices securely and without corruption. Field Technicians will perform field data checks to validate that collected data are corruption/error-free, follow data-backup protocols daily before completing data collection activities, and follow the data-transfer protocols to ship data to Michael Baker offices. We use a dedicated 5-gigabyte per-second data upload portal located in our office to upload all collected data into the Microsoft Azure Cloud. The connection speed provides enough bandwidth to upload data from a full day of data collection in a matter of minutes. Additional data integrity checks will be performed on all data once uploaded into the Microsoft Cloud; if data integrity errors are identified, Field Technicians will recollect all affected data.

Task 5.2 - Pavement Distress Processing

Central to our ability to meet CVAG's ASTM D6433 pavement distress reporting requirements is our capability to collect continuous, detailed, and precise 3D pavement scans that are processed through manual processing and automation

algorithms to generate a rich database of pavement defects that include location, type, severity, and quantity of each pavement defect. We will divide each surveyed street section into sample units that conform to the ASTM D6433 standards, and we will extract pavement distress information on 100% of the sample units.

To verify that all distresses have been correctly identified and quantified, our certified Pavement Analysts utilize our Distress Selector application to review all 3D pavement frames and augment the automated distress selection with manual ratings if needed. The Distress Selector application also allows our analysts to view other associated ROW imagery to inventory roadway attributes and attribute changes such as the number of lanes per segment, pavement surface type, or name changes.

To assist the CVAG's quality control activities, we will provide CVAG staff as well as staff from member agencies access to our Distress Selector application so that users can view and interact with the pavement data using the same application that we use to perform distress data processing. Because our Distress Selector application is web-based, CVAG staff will be able to access it without the need to install any software application onto their computers or servers.

Rutting: We collect a full transverse profile of the pavement surface using the two LCMS 3D sensors on our NSVs. These sensors measure more than 4,000 points across the pavement width to accurately map the transverse profile and identify rutting. We will process Rutting using the AASHTO R48 (or newer) standard to determine rutting at a 1/100th of an inch resolution.

International Roughness Index (IRI): We use NSVs equipped with Class-1 laser inertial profilers that collect pavement profile and IRI data according to the ASTM E950 standards. The inertial profiler has line lasers on each wheel path to capture accurate longitudinal profiles and IRI data for each wheel path. We will report IRI data every 1/10th of a mile for each section; we will also report an average IRI for each section. After Notice to Proceed, we will consult with CVAG and member agencies to evaluate other IRI reporting intervals and formats to better meet your needs.

Task 5.3 - PAVER Data Imports and PCI Calculation

Michael Baker will load all pavement distress data identified in accordance with ASTM D6433 into CVAG's PAVER database. We have extensive experience preparing PAVER import files in the required .xml format for various clients (including for our ongoing pavement management project for the City of Los Angeles) and we have established workflows we leverage to complete this step quickly without compromising data quality and integrity. After the pavement distress data are loaded into PAVER, we will calculate the PCI scores and generate a PCI report for each pavement section.

Task 5.4 - Integrate PCI data with Regional GIS maps

Michael Baker will use the updated CVAG GIS maps generated in Task 3 and integrate the PCI data to the GIS map to create a regional PCI GIS map. This PCI GIS map will be a shapefile that can be color coded to show different categories of pavement condition. To further assist CVAG and member agencies increase data accessibility, Michael Baker will upload the PCI GIS map into ArcGIS Online to create an easily accessible web map. The ArcGIS online web map can be accessed from any web browser and will provide an easy way for CVAG to communicate updated pavement condition results with stakeholders such as the Transportation Committee and Executive Committee.

Task 5.5 - Update Pavement Performance Prediction

Michael Baker will update the pavement performance/deterioration curves in PAVER using existing and updated CVAG pavement condition information. Michael Baker will also use additional PCI and performance information gathered from member agencies to better fine tune the performance predictions. Once the deterioration curves have been updated, Michael Baker will generate a report that includes annual predicted pavement performance over a 10-year period for each pavement section.

Task 5.6 - Pavement Management Analysis

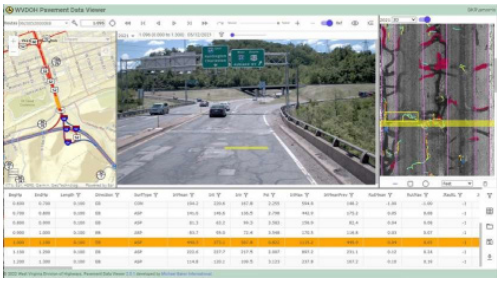
Michael Baker routinely develops updated pavement maintenance plans for many of our clients. We use PCI, IRI, and other pavement condition indicators to determine the appropriate preservation, maintenance, or repair activity for each road segment. Our ultimate goal is to determine the three R's (the Right maintenance activity for the Right road at the Right time) to optimize the use of available funds and maximize the network condition. Our pavement engineers will work with CVAG and member agencies to review the pavement repair strategies and maintenance budget to ensure that our analysis approach aligns with CVAG and member agency needs. Our review includes the following:

- Consultation with CVAG and member agencies, we will identify an appropriate list of pavement preservation, rehabilitation, and maintenance treatments based on local practices and needs
- Determination of unit cost and anticipated performance for selected pavement treatment types
- Development of condition/time triggers and decision trees for preservation, rehabilitation, and maintenance activities

Using the updated pavement repair and maintenance strategy, we will develop recommended maintenance activities, and estimate maintenance cost and expected condition improvement for each street or road segment included in the analysis. We will also perform a 5-year budget and prioritization analyses to determine the expected annual average pavement condition of the roadway network. After our analysis is complete, we will generate a report that includes a 5-year program for maintenance needs that reflects project prioritization to insure optimized funding of future work based on available funds. We will also produce a comprehensive final pavement management report that provides information about the State of CVAG's Streets. The final report will describe the methodology used to collect pavement condition data and perform the pavement management analysis. The report will also include results of the budget scenario analysis and a color-coded maps showing how CVAG street conditions change due to the recommended 5-year maintenance and rehabilitation plan.

Task 5.7 - Pavement Data Viewer

Michael Baker will deliver our Pavement Data Viewer (PDV) application, a web-based application that will allow CVAG to access synchronized ROW and pavement images along with a map that allows users to take virtual drives within the roadway network. PDV incorporates synchronized pavement condition data so that users can view the details of the pavement distresses recorded at any point within the roadway network. PDV's data filtering capabilities make it very easy for users to search for, filter, and identify specific data such as pavement sections with rutting more than 0.5". The PDV has been successfully used by our clients for construction work estimation and as a repository of facts-on-the-ground pavement imagery and data to support maintenance plans. PDV requires no installation of software and can be accessed through most web browsers.



Pavement Data Viewer

TASK 5 DELIVERABLES

- *Detailed pavement distress per ASTM D6433*
- *IRI per ASTM E950*
- *Rutting per AASHTO R48*
- *PAVER database including updated pavement distress data, calculated PCI, deterioration curves, and treatment unit costs*
- *5-year maintenance and rehabilitation plan*
- *A comprehensive Final report*

IDENTIFICATION OF SPECIAL ISSUES

Michael Baker understands the complexity, safety, logistics, and communication aspects of successfully performing pavement data collection within both rural and urban, heavily trafficked areas. We have captured tens of thousands of miles of data without a single lane closure, delay, or impact to the general public. Collections will be performed daily for up to ten (10) hours per day (weather/conditions pending). Field personnel rotation schedules will be mindful of crew mobilization costs and assure that personnel will be available each day collections are permitted. We understand CVAG's concern over well-timed lane closures. Michael Baker will not need any roadway or lane closures as part of this project.

OPTIONAL INNOVATIVE APPROACHES

We are happy to include these innovative applications in our proposal as value-added deliverables to the CVAG and as proof of our commitment to deliver a high-quality, up-to-date Pavement Management Analysis Report.

- **Implementation of the ASTM E3303-21 Standard:** We commend CVAG in choosing objective pavement condition inspection to prioritize objective data. Due to the increasing adoption of LCMS-based pavement condition surveys, a new ASTM standard was developed and introduced to generate pavement condition information specifically for LCMS-based pavement evaluations (ASTM E3303-21: Standard Practice for Generating Pavement Surface Cracking Indices from Digital Images). The ASTM E3303 standard is more streamlined and yields more objective pavement condition results when compared to the ASTM D6433 standard; this is because the ASTM E3303 standard was specifically developed for LCMS-based or other high-resolution digital imaging and scanning technologies used for pavement evaluation. If CVAG is agreeable, we will upgrade the pavement condition survey results by implementing the new ASTM E3303-21 standard. It should be noted that the ASTM E3303 does not replace the IRI, and we will still deliver IRI data based on ASTM E950 as originally specified.
- **AtlasView Pavement Management:** As part of our pavement management analyses, we can implement the AtlasView PMS software for CVAG and its member agencies. AtlasView (www.atlasview.co) is a web-based pavement management

application that is specifically built for municipal pavement management needs. It includes powerful, but simple-to-use, tools that CVAG can use to easily update maintenance records, download GIS files, update road segment pavement conditions, and perform budget needs and condition forecasts. AtlasView's dashboard allows executives and policymakers to easily access a dynamically updated status of the pavement network at any time. The graphical status report on the dashboard includes pavement inventory by functional classification, network-wide pavement condition, remaining service years, and budget needs. The CVAG project manager can assign multiple users to your AtlasView account, and Michael Baker will work with AtlasView and CVAG to configure and update the application according to specific preferences and policies. The deployment and configuration of AtlasView can be accomplished quickly due to AtlasView's easy integration with GIS shapefiles and spreadsheet applications.

AtlasView also has a Public Dashboard feature that will allow CVAG to embed in its websites or share the URL to a live pavement condition map that is integrated with the pavement management system and updates dynamically. This Public Dashboard offers transparency by allowing the public to see their color-coded pavement condition on a viewing-only dashboard map.

We have successfully implemented AtlasView for the City of Coachella (project presented to Coachella City Council on April 24th 2024), and we propose to implement this pavement management approach as an option for CVAG and any member agencies if CVAG is open to exploring other pavement management options that are more user-friendly, modern, and affordable. We recommend the AtlasView software to CVAG and its member agencies because it offers the following:

- A low-cost subscription fee and ease of use
- The ability for each member agency to update pavement condition information as well as conduct pavement management projections in-house
- A web-based solution that requires no software installation

SCHEDULE

Michael Baker's PM and Principal-In-Charge will collaborate and use their seasoned pavement project knowledge adhering to applicable ASTM standards to ensure at each phase of the project, the entire team and methods remain in compliance with all standards. We will also be supported by local client liaison who can coordinate with local entities, enabling us to plan accordingly and ensure we remain in compliance with any local laws and regulations.

Tasks	Month 1				Month 2				Month 3				Month 4				Month 5			
Notice to Proceed																				
Task 1																				
Task 2																				
Task 3																				
Task 4																				
Task 5																				

6. APPENDICES

Michael Baker would like to respectfully request the addition of the following mutually beneficial clauses:

Waiver of Consequential Damages

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

Limitation of Liability

Contractor's total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Services, Agreement or Project shall not exceed the net sum actually paid to Contractor for the Services performed hereunder.

REQUEST FOR PROPOSALS

2011 PAVEMENT MANAGEMENT ANALYSIS REPORT UPDATE

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

FEE PROPOSAL

SUBMITTED TO

CVAG

APRIL 29, 2024

SUBMITTED BY

Michael Baker
INTERNATIONAL

2945 Townsgate Road | Suite 200
Thousand Oaks, CA 91361

FEE PROPOSAL

PROJECT HOURS AND STAFF HOURLY RATES

	Principal	Project Manager	Technical Advisor	Pavement Engineer	Project Engineer	Data Manager	Data Analyst	Software Developer	Quality Analyst	Field Manager	Field Technician
Rate	$366.20	$248.58	$246.93	$262.41	$160.58	$207.88	$152.58	$192.61	$103.57	$122.28	$95.79
Hours											
Task 1	7	54	8	0	0	25	5	2	0	2	2
Task 2	0	20	0	10	0	8	4	0	0	0	0
Task 3	0	1	0	0	0	8	60	0	0	2	0
Task 4	1	2	1	0	0	8	0	0	0	29	300
Task 5	3	9	3	180	40	148	64	16	40	0	0
Totals	11	86	12	190	40	197	133	18	40	33	302

Labor Costs - $186,467.34

Other Direct Costs - $27,623.66
(Includes field travel, equipment usage, data hosting, and technology fee)

Total Proposed Project Cost - $214,100

Optional Costs
AtlasView Pavement Management Software - $2,500 per year

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
MICHAEL BAKER INTERNATIONAL, INC.

THIS AGREEMENT is made and effective as of June 3, 2024 between the Coachella Valley Association of Governments ("CVAG") and Michael Baker International, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 3, 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year term. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **PROFESSIONAL SERVICES** consistent with the provisions of the Request for Proposals for the proposed **2011 PAVEMENT MANAGEMENT ANALYSIS REPORT UPDATE**, released on April 5, 2024, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $214,100.00 without a written amendment.

DRAFT

4. PERFORMANCE

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

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

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

5. PAYMENT

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

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

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

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

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

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

6. INSPECTION OF WORK

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

7. SCOPE OF WORK CHANGES

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

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

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

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than $1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than $1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than $1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the

event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of “A-“ Financial Category “X”, and authorized and admitted to do business in, and regulated by, the State of California.

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

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

18. NOTICES

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

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

To Consultant:
Chris Alberts, Vice President
Michael Baker International, Inc.
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211

19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

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

20. MANAGEMENT

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

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

21. SUBCONTRACTS

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

22. LICENSES

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

23. GOVERNING LAW

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

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

24. FINAL PAYMENT CERTIFICATION AND RELEASE

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

25. ENTIRE AGREEMENT

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

26. FORCE MAJEURE

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERMENTS

By:_____
Tom Kirk, Executive Director

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Chris Alberts, Vice President

EXHIBIT “A”

SCOPE OF WORK

EXHIBIT “B”

PRICE FORMULA

ITEM 8D

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Contract Amendment for CV Sync – Phase II Construction Support Services**

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

Recommendation: Authorize the Executive Director to execute Amendment No. 6 with Advantec Consulting Engineers, Inc. for an additional not-to-exceed amount of $1,500,000 for construction support services for the CV Sync – Phase II project

Transportation Committee: Concurred (Meeting of May 6)

Background: Phase I of CV Sync accomplished traffic signal synchronization along Highway 111, Ramon Avenue and Wahington Street as well as established a Regional Traffic Management Center and jurisdictional Traffic Operation Centers. Construction of Phase II of CV Sync, which the Executive Committee authorized in December 2022, will improve travel along an additional 21 regional arterials.

Engineering design of Phase II began in April 2018 when the Executive Committee awarded the design contract to Advantec Consulting Engineers, Inc. (Advantec), which also had been selected for the design of Phase I. When Advantec submitted their engineering proposal for Phase II, it was focused on engineering design only. At the time, construction of Phase I was ongoing and it was unclear precisely how Phase II design would develop – leading staff to direct Advantec to purposely omit the construction support scope of work from their initial contract. The Phase II design was completed in 2022.

Once Phase II design was completed, Advantec provided staff an estimate that the total construction support costs could exceed $4 million for Phase II. While CVAG staff and CVAG's construction manager TKE Engineering, felt the $4 million estimate to be realistic, staff initially recommended to its committees that $1 million be authorized until the team had a better understanding of the Phase II project complexities, and the managerial controls were in place to authorize and track Advantec's construction support efforts. When staff made this recommendation, it was noted that it would be very likely that additional amendments would be needed before Phase II construction is complete. The initial $1 million was authorized by the Executive Committee in February 2023. A second amendment was authorized in September 2023, when the Executive Committee approved $1,500,000 in additional construction support services.

CV Sync construction support tasks include preparation of traffic control plans; supporting system operations and maintenance services; coordinating with member jurisdictions, including on broadband conduit analysis; assisting with grant applications; as well as tasks related to CV

Sync operations, folding in new residential and commercial intersections, signal timing and additional synchronization plans. Construction support services have also included engineering necessary to tie into other regional projects such as the Arts and Music Line on Avenue 48, and regional projects on Indian Canyon and Avenue 50.

Phase II construction is now approximately 50 percent complete, with project completion still on target for May 2025. An analysis of the work currently in Advantec's construction support cue indicates that the previously approved $2.5 million in construction support funding will be exhausted this summer. Staff is recommending an additional $1.5 million in construction support to provide continued construction support services, bringing the total up to the original $4 million estimated.

CVAG staff is recommending the Executive Director be authorized to execute Amendment No. 6. With this recommended action, the Executive Director and/or legal counsel would also be authorized to make clarifying changes prior to execution.

Fiscal Analysis: The recommended Amendment No. 6 for Advantec's Phase II contract is for an additional $1.5 million, bringing the total not-to-exceed total of Advantec's contract to $10,167,784.

Transportation funds are available to cover the amount of $1.5 million for CV Sync Phase II construction support services including traffic control and other services as needed. Advantec will continue to submit invoices monthly indicating time and materials expended for specific requested tasks. CVAG staff and the project construction manager will work to control and monitor these construction support services, although it may still be necessary to request additional funding to complete the project.

Attachment: Amendment No. 6 for Phase II services with Advantec

AMENDMENT NUMBER SIX
to the
Advantec Consulting Engineers
ENGINEERING SERVICES CONTRACT
for the
CVAG REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM, PHASE II

This **AMENDMENT NUMBER SIX** is made and entered into this **3rd day of June 2024**, 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 in the original Agreement dated April 30, 2018, for the Regional Traffic Signal Synchronization Program, Phase II.

1. **This Amendment Number Six authorizes CVAG funds in the amount not to exceed $1,500,000 for Advantec construction support services and other services as needed on a time and materials basis. Scope and rate sheet attached**
2. **This Amendment Number Six REVISES Article V, Section E to read "The total amount payable by Local Agency shall not exceed $10,167,784.00"**

Original Contract	April 30, 2018	$4,580,612.00
Amendment Number One	February 22, 2021	$ 489,640.00
Amendment Number Two	September 27, 2021	$1,097,532.00
Amendment Number Three	November 7, 2022	No Cost
Amendment Number Four	February 27, 2023	$1,000,000.00
Amendment Number Five	September 25, 2023	$1,500,000.00
Amendment Number Six	June 3, 2024	$1,500.000.00
Total Contract not-to-exceed		**$10,167,784.00**

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, CVAG Executive Director

Date: _____

Advantec Consulting Engineers

By: _____
Carlos Ortiz, CEO

Date: _____

DRAFT

SCOPE AND RATES – Amendment Number 6

CONSTRUCTION SUPPORT TASKS

Task 1 Construction Support, Coordination, and Meetings Attendance
Task 2 Preparation of Traffic Control Plans
Task 3 System Operations and Maintenance Support Services
Task 4 Grant application support
Task 5 Broadband Conduit analysis/coordination with Indio and Palm Springs
Task 6 Coordination with all agencies in the Coachella Valley, projects impacting CV Sync
Task 7 Prepare Record Drawings for the CV Sync improvements
Task 8 On-going and additional signal timing and signal synchronization plans
Task 9 Support in the preparation of CV Sync Operation and Maintenance Manuals
Task 10 Support in updating CVAG's ITS Master Plan
Task 11 Support with TSMO meetings
Task 12 Project Closeout Support Services

ADVANTEC HOURLY RATE SHEET

Approved Caltrans Form 10-H amounts

Direct Labor	
Carlos Ortiz	$159.73
Jose Guedes	$79.33
Bryan Elenes	$55.29
John Cox	$63.46
JoseAntonio Hernandez	$43.75

Anticipated Salary Increases 5%
Fringe Benefits 49.66%
Overhead Rate 113.47%
Fee (profit) 10%

Direct costs – mileage and prints

DRAFT

ITEM 8E

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Lingering Air Quality Concerns & Coordination with South Coast Air Quality Management District**

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

Recommendation: Information

Background: Both the Executive Committee and the Energy & Sustainability Committee have had robust discussions about the region's air quality and the increasing concerns about the mud and sediment that remains on the valley floor following Tropical Storm Hilary. Committee members had requested several follow ups with partner agencies, which led to a presentation by South Coast Air Quality Management District representatives when the Energy & Sustainability Committee met in February 2024. CVAG staff has also reached out to the local school districts to explore opportunities for increased coordination on poor air quality days when individuals should be staying indoors.

The unprecedented August 2023 storm left behind new mud and sediment, comprised of fine silt, that seems to be the cause of the valley's recent air quality problems. This silt is much smaller than gravel and sand that is typically deposited during storms. Such small diameter material appears to be much more likely to become and remain airborne, even during the fall, which isn't the desert's windiest season. In fact, SCAQMD reconfigured their modeling for winds speeds of concern from 25 miles per hour to 12 miles per hour. which they use to forecast air quality conditions and provide public notifications. Rough estimates showed that there are more than 6,500 acres of such muddy deposits from Mission Creek's flood flows.

The increase frequency of poor air quality days characterized by prolonged suspended dust has been increasingly noticeable. In effect, there has been growing concern about the long-term air quality impacts resulting from Tropical Storm Hilary. If conditions persist, there will be significant negative impacts to public health, especially for vulnerable populations, as well as negative impacts to the region's highly dependent tourism economy. To help advance solutions, through increased coordination in recognition of this issue, the Desert Healthcare District has invited CVAG to discuss air quality health conditions in the Coachella and identify data needed to better understand the impacts of poor air quality to the entire Coachella Valley. Other stakeholders and partners, such as Visit Greater Palm Springs, will be present to discuss this issue further with DHCD on June 4. Ultimately, the DHCD effort will culminate in the funding of mitigation projects. Per DHCD, the release of the Request for Proposals for identified funding areas will be released sometime in September. At this point, CVAG staff will work with DHCD to provide input on their scope of work for this effort.

Given the air quality impacts of Tropical Storm Hilary, CVAG staff in collaboration with SCAQMD, have been coordinating on actions that provide increased data to better understand the increasing occurrences of emissive dust and poor air quality in the Coachella Valley. One initial action SCAQMD is taking is placing a temporary air monitor in the City of Cathedral City. The air monitor will be located in the northeast corner of Gene Autry Trail and Vista Chino, to help better collect data related to the sediment deposits from the storm.

Air quality concerns have been persistent. On April 13, as the first round of concertgoers were in town for the Coachella Valley Music and Arts Festival, SCAQMD issued a windblown dust advisory and noted that air quality in the desert and eastern Riverside County would be "potentially unhealthy for sensitive groups." Left unaddressed, poor air quality is not only bad for residents' health, but also bad for the health of the regional economy. The Coachella Valley Music and Arts Festival, which spans two weekends in April, lures approximately 500,000 attendees and more than 5,000 workers. The Stagecoach Music Festival, which is one of the largest county music festivals in the nation, attracts approximately 75,000 concert goers. These festivals provide a significant economic boon to the local economy, helping to provide additional income for the local workforce. However, worsening air quality could be a threat to these events and others that occur during the spring windy season, such as the BNP Paribas. For example, one significant air quality event occurred on April 24-25, as country music festival attendees made their way to the Empire Polo fields. Based on the preliminary findings of hourly PM10 data, SCAQMD reported that the Palm Springs, Indio and Mecca monitoring stations had readings that exceeded the federal standard. Indio's PM 10 on April 24 was 341 ug/m3 and on April 25 it was 278 ug/m3. Mecca PM10 reached 311 ug/m3 on April 24 and Palm Springs reached 251 ug/m3 on April 25 (These calculations have not been verified with the SCAQMD but are based on hourly data they post with a three hour delay online.)

Since the definition of exceeding the Federal 24-hour PM10 standard is 150 ug/m3, Mecca and Indio both more than doubled that federal standard. However, the most stunning data was the 24-hour average from 3:00 P.M. April 24 to 2:00 P.M. April 25 of 492.6 ug/m3, more than three times the federal standard. The federal standard is only measured from midnight to midnight, but this exceedance represents a serious health threat to everyone. Nonetheless, it is easy to ascertain that the air quality was hazardous for everyone, not just sensitive individuals.

CVAG staff have met several times with SCAQMD leadership, who maintain that the data shows the region is returning to normal levels and that additional research and monitoring is needed. More recently, on May 10, CVAG staff met in-person with SCAQMD leadership to discuss the growing and alarming concerns regarding the increased frequency and severity of air quality concerns in the Coachella Valley. The meeting included Wayne Nastri, SCAQMD's Executive Officer, Davis Meyer with Visit Greater Palm Springs (Convention and Visitors Bureau), and County of Riverside Supervisor V. Manuel Perez, who assisted with facilitating the discussion. Although SCAQMD recognized that there was an increase in federal air quality exceedances post-Hilary, the staff at SCAQMD maintain that their data demonstrates that windblown dust events are in line with patterns experienced in past years. Despite this assertion, CVAG staff explained that from a qualitative perspective, the air quality conditions have been unlike past years. The dust plaguing the Coachella Valley is aerosolized for prolonged periods of time and is finer, begging the question as to whether the dust is a size between PM 2.5 and PM 10 and identifying the need to analyze this issue further, both from a quantitative and qualitative perspective.

However, other resources indicate alarming trends and CVAG staff have heard from many partners, including the Convention & Visitors Bureau, about the potential long-term impacts. CVAG staff also will be participating in a collaboration led by the Desert Healthcare District/

Foundation to establish metrics and address health concerns related to air quality. As aforementioned, the DHCD effort kicks off on June 4. CVAG's air quality consultant, Emily Nelson, has been assisting with these efforts, including reaching out to the state's Office of Environmental Health Hazard Assessment, who has expressed interest in conducting a preliminary epidemiological study to see if local health effects have been more severe since the storm event in August. These efforts could help with long-term strategies to understand the current health impacts of poor air quality. However, immediate action, such as soil stabilization and other dust control methods, is needed to avoid the detrimental effects to public health due to increased exposure as well as economic impacts to our regional economy.

Fiscal Analysis: There are no additional costs to CVAG for providing this update.

ITEM 9a

2023/2024 EXECUTIVE COMMITTEE ATTENDANCE ROSTER

CVAG JURISDICTION	JUL	AUG	SEP	OCT	NOV(Dec)*	DEC	JAN	FEB	MAR	APR	MAY(JUN)	JUN
Blythe	-	-	✓	-	✓	-	✓	✓	-	✓		
Cathedral City	-	-	✓	-	✓	-	✓	✓	-	✓		
Coachella	-	-	✓	-	✓	-	✓	✓	-	✓		
Desert Hot Springs	-	-	✓	-	✓	-	✓	✓	-	✓		
Indian Wells	-	-	✓	-	✓	-	✓	✓	-	✓		
Indio	-	-	✓	-	✓	-	✓	✓	-	✓		
La Quinta	-	-	✓	-	✓	-	✓	✓	-	✓		
Palm Desert	-	-	✓	-	✓	-	✓	✓	-	✓		
Palm Springs	-	-	✓	-	✓	-	✓	✓	-	✓		
Rancho Mirage	-	-	✓	-	✓	-	✓	✓	-	✓		
Riverside County	-	-	✓	-	✓	-	✓	✓	-	✓		
Agua Caliente Band of Cahuilla Indians	-	-	✓	-		-		✓	-			
Cabazon Band of Mission Indians	-	-		-		-	✓	✓	-	✓		
Torres Martinez Desert Cahuilla Indians	-	-	✓	-		-			-			
Twenty-Nine Palms Band of Mission Indians	-	-		-		-			-			

Absent	
No Meeting	-
Present	✓

*This was a joint meeting with the Transportation Committee.

ITEM 9b

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

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

Contact: Gustavo Gomez, Transportation Management Analyst (ggomez@cvag.org)

Recommendation: Information

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

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

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

Jackson @ I-10: Environmental document was approved in September 2021. CVAG approved funding for PS&E. PS&E phase started in May 2022 and work is ongoing. 65% plans are being prepared for submittal to Caltrans for review in April 2024.

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

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

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

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

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

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

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

ITEM 9c

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Regional Arterial Program - Project Status Report

5/29/2024

Project Description	Lead Agency	CVAG Funded						Status
		PEng	ENV	PS&E	ROW	CON	Through	
Interchanges								
Avenue 50 @ 86S	COA						ROW	CVAG approved funding for PS&E & ROW.
Avenue 50 @ I-10	COA						PS&E	PS&E contract underway.
Jackson Street @ I-10	COR						PS&E	Final Env Doc approved by Caltrans. CVAG approved PS&E funds. PS&E phase 65% plans being prepared.
Monroe Street @ I-10	COR						Construction	Final Env Doc approved by Caltrans. 100% plans being prepared. ROW acquisition underway.
Portola Avenue @ I-10	COR						PS&E	Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained.
Arterial Links								
Avenue 48 (Van Buren St to Dillon Rd)	COR						Construction	Final design and ROW underway. CVAG approved construction funds.
Avenue 50 (Calhoun St to Harrison St)	COA						Construction	PS&E & ROW underway.
Avenue 50 (Jefferson St to Jackson St)	Indio						PS&E	Under design and environmental phase.
Date Palm Drive (I-10 to Varner Rd)	CC						PS&E	Phase II is completed. The final design for Phase III is underway.
Jackson Street Widening (Ave 49 to Ave 52)	Indio						PS&E	Phase I (widening CON) scheduled May 2024. Phase II (undergrounding, signals, sidewalk CON) expected late 2025.
Jefferson Street (Ave 38 to Sun City Blvd)	Indio						Environmental	Design and environmental phase underway.
Madison Street (Highway 111 to Ave 48)	Indio						Complete	Complete, pending release of retention.
Bridges								
Airport Boulevard Bridge	COR						Construction	CVAG Executive Committee approved funding from design to construction.
Avenue 44 Bridge over WWR	Indio						Construction	Enviro cleared. ROW cleared. Under construction.
Avenue 50 Bridge over WWR	COA						ROW	PS&E & ROW underway.
Avenue 50 Bridge over LQEC	LQ						Construction	Design contract approved and design kick-off meeting being scheduled
Avenue 66 Grade Separation over UPRR	COR						Complete	Caltrans closing out. NOC with contractor expected May 2024.
Cathedral Canyon Drive Bridge	CC						Construction	Construction complete. Completing close out documentation by Caltrans.
Dillon Road over WWR	COA						Environmental	CEQA and NEPA complete. State clarification required for eligibility of HBP funds for PS&E and construction.
Dune Palms Road Bridge over WWR	LQ						Construction	Project under construction. City constructing project by advancing Highway Bridge Project (HBP) funding.
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						ROW	In final design. Plans submitted for review.
Indian Canyon Drive (Garnet Incl. RR Crossing)	PS						Construction	Project in construction.
Ramon Road Bridge	PS						ROW	ROW pending CVWD final agreement almost complete. Update plans to latest Caltrans standards.
South Palm Canyon Drive Bridge over Tahquitz Creek	PS						PS&E	Plans complete. Requesting funding from Caltrans for construction. RFB anticipated April 2024
Vista Chino Bridge over WWR	PS						PEng	Project is in PEng phase. Extensive negotiations with SCE for utility relocation.
Interchange Preparation Fund Projects								
Da Vall Drive @ I-10	CC						PSR	PSR-PDS approved by Caltrans.
Dillon Road @ I-10 & SR86	COA						PSR	PSR complete. PA&ED is underway.
Golf Center Parkway @ I-10	Indio						PSR	PSR on hold.
Regional Projects								
Broadband Strategic Plan	CVAG							Needs Assessment and Gap Analysis underway. Next advisory committee in May.
CV Sync - Phase 1	CVAG						Construction	Executive Committee authorized CVAG to file the Notice of Completion June 2023.
CV Sync - Phase 2	CVAG						Construction	Construction underway.
CV Sync - Phase 3	CVAG						PEng/ENV	Feasibility Study and design kicked off in January 2024.
Flooding and Blowsand - Phase 1	CVAG						PEng/ENV	Hydrolic modeling for Indian Canyon Drive and setting road and bridge design parameter for Varner Road.

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

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

ITEM 9d

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Bicycle & Pedestrian Safety Program - Project Status Report

5/29/2024

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

Project Description	Lead Agency	Grant Funded Design	 App	 CON	Status
CV Link	CVAG				Construction ongoing. Additional segments authorized in April 2024.
ATP - Arts & Music Line	CVAG				Design & NEPA underway. Held Outreach Program Stakeholder Advisory Group meeting in April. CVAG working to resolve CVWD issues at Jefferson & Highway 111 crossing.
ATP - Cathedral City Downtown Connectors	CC				Contract issued for construction. Restriping bike lanes on E. Palm Canyon has begun.
ATP - DHS CV Link Extension	DHS				Under design.

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
INVESTMENT REPORT
FOR MARCH 31, 2024

Description	Carrying Amount	% of Total	Fair Market Value		% of Total	Interest Rate Yield
CASH AND INVESTMENTS UNDER THE DIRECTION OF CVAG						
County of Riverside Treasury	$ 24,852,284	43.29%	$ 24,558,530	[a]	43.13%	4.34%
Local Agency Investment Fund (LAIF)	$ 31,953,517	55.65%	$ 31,767,907	[b]	55.80%	4.23%
Wells Fargo - Imprest Checking	$ 440,100	0.77%	$ 440,100		0.77%	N/A
Wells Fargo - Payroll Checking	$ 167,990	0.29%	$ 167,990		0.30%	N/A
PayPal	$ -	0.00%	$ -		0.00%	N/A
Petty Cash	$ 300	0.00%	$ 300		0.00%	N/A
Overall Total	$ 57,414,190	100.00%	$ 56,934,827		100.00%	

Note:
[a] Source of Market Values - County of Riverside Treasurer's Pooled Investment Fund Monthly Report - March 2024. Paper Gain/(Loss) was (1.182)%. Fair market value does not include accrued interest.

[b] Source of Market Values - LAIF, State of California Pooled Money Investment Account Market Valuation - March 2024. Paper Gain/(Loss) was (0.581)%. Fair market value includes accrued interest.

I hereby certify that the investment portfolio of the Coachella Valley Association of Governments (CVAG) complies with the California Government Sections pertaining to the investment of agency funds. CVAG's written Investment Policy is more stringent than the requirements of California law, as this policy requires diversity of investments. The policy also states that no more than 55% of the total investment portfolio will be invested in a single security type or with a single financial institution, with the exception of LAIF, whereby CVAG has the option of investing up to the maximum allowable by LAIF.

The investment portfolio provides CVAG the ability to meet its expenditure requirements.

Submitted by:

Claude T. Kilgore, CPA
Director of Finance & Administration

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS SCHEDULE OF MEETINGS
FISCAL YEAR 2024/2025

CVAG STANDING COMMITTEES	DAY	TIME	JULY (Dark)	AUG (Dark)	SEPT	OCT (Dark)	NOV	DEC (Dark)	JAN	FEB	MAR (Dark)	APR	MAY	JUN
EXECUTIVE COMMITTEE	Last Monday	**4:30 p.m.**	-	-	30	-	H **Dec 2**	-	27	24	-	28	H **June 2**	30
TRANSPORTATION COMMITTEE	1st Monday	**10:00 a.m.**		-	H **Aug 26**	-	4	-	6	3	-	7	5	2
COACHELLA VALLEY CONSERVATION COMMISSION	2nd Thursday	**10:30 a.m.**	-	-	12	-	14	-	9	13	-	10	8	12
DESERT COMMUNITY ENERGY	3rd Monday	**3:00 p.m.**	-	-	16	21	18	-	H **Jan 13**	H **Feb10**	17	21	19	16
ENERGY AND SUSTAINABILITY COMMITTEE	2nd Thursday	**12:00 p.m.**	-	-	12	-	14	-	9	13	-	10	8	12
PUBLIC SAFETY COMMITTEE	2nd Monday	**9:00 a.m.**	-	-	9	-	H **Nov 18**	-	13	10	-	-	12	9
HOMELESSNESS COMMITTEE	3rd Wednesday	**10:00 a.m.**	-	-	18	-	20	-	15	19	-	16	21	18
GENERAL ASSEMBLY	Last Monday in June	**6:00 p.m.**	-	-	-	-	-	-	-	-	-	-	-	30

H = Holiday *** = Special Meeting** **AGENDAS CAN BE FOUND AT: www.cvag.org.** **UPDATED: May 29, 2024**

PLEASE NOTE: When it becomes necessary to have a special meeting **or** to change the date of a meeting, committee members will be alerted and the change will be noted on the CVAG website calendar.

ITEM 9g

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Preparing for the Big One in the Coachella Valley**

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

Recommendation: Information

Background: Given the geographic proximity to the San Andreas fault line, earthquake preparedness is of upmost importance for the Coachella Valley. It also has been a longstanding topic of interest for CVAG's committees. In 2009, the CVAG Executive Committee approved CVAG's participation to co-lead the creation and implementation of the Coachella Valley Regional Earth Early Warning System (CREWS) with the Coachella Valley Emergency Managers Association (CVEMA). Now, the Coachella Valley CREWS system has stand-alone, non-networked earthquake warning systems and four dispatch centers.

In recent years, Public Safety Committee members have been provided with various updates on the Earthquake Warning California (EWC), which is the state's earthquake preparedness system. That included a 2020 presentation on the MyShake app, which is a component of the EWC system that serves as a useful tool to help families, businesses, and communities prepare for earthquakes to "Drop, Cover, and Hold on" in advance of an earthquake. In September 2021, in anticipation of International Shakeout Day, the Committee heard from the manager of the California Institute of Technology (Caltech) Seismological Laboratory's Office of Earthquake Programs.

Recent advancements such as the first-in-the-nation Earthquake Early Warning System have allowed Californians to be better prepared. This includes work by the Southern California Earthquake Center, which is headquartered at University of Southern California. With funding from the National Science Foundation and the U.S. Geological Survey, the center has transitioned to become the Statewide California Earthquake Center (SCEC). It is now leading research and collaboration opportunities that span across California and stretch to western Nevada to Baja California and Cape Mendocino.

Mark Benthien, SCEC's Director of Communication, Education and Outreach, joined the May meeting of the Public Safety Committee to discuss some key issues for the Coachella Valley and what resources SCEC has for local communities.

Fiscal Analysis: There is no cost to CVAG for this presentation.

Attachment:
Earthquake preparedness resources: https://www.gov.ca.gov/2024/04/05/april-is-national-earthquake-preparedness-month/

ITEM 9h

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Inland Regional Energy Network's 2023 Annual Report**

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

Recommendation: Information

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN) for the Inland Empire, known as Inland Regional Energy Network (I-REN). I-REN is governed by an Executive Committee, with CVAG's votes represented by the Energy & Sustainability Committee Chair, or Vice Chair as needed.

The California Public Utilities Commission (CPUC) mandates that all Energy Efficiency (EE) Program Administrators (PA), including Renewable Energy Networks (RENs), submit an Annual Report each spring. REN Annual Reports are typically due by April 15, while investor-owned utility Annual Reports must be submitted by May 1. These reports serve a dual purpose: They look back at the achievements of the previous year and provide a forward-looking perspective by outlining plans for the upcoming year.

I-REN was exempt from submitting a 2021 Annual Report due to I-RENs late approval in November 2021. In April 2023, I-REN submitted its inaugural Annual Report to the CPUC, covering the calendar year 2022. The report focused on I-REN's organizational efforts to establish a robust foundation for program launch activities slated for 2023.

In April 2024, I-REN submitted its 2023 Annual Report and presented it to the Executive Committee. After establishing a robust foundation for portfolio administration and governance in 2022, I-REN swiftly progressed in 2023. Key actions included contract approvals, consultant onboarding, and the initiation of program development and outreach activities. Stakeholder engagement remained pivotal, with I-REN hosting orientations across its expansive territory to gather insights from local and regional agency staff. Feedback from stakeholders informed I-REN's strategic planning process. Additionally, I-REN's program portfolio saw notable activations, including the launch of the Building Upgrade Concierge (BUC) and successful training sessions. The WE&T Sector also supported EE and resiliency projects in 11 I-REN jurisdictions.

In 2023, I-REN intensified its focus on data collection and program performance tracking. Leveraging insights from prior evaluations and best practices, I-REN defined unique value metrics (UVMs) aligned with its strategic framework. The program teams selected key performance indicators and established methodologies for data tracking. During an Evaluability Assessment, I-REN received commendations for its UVMs and readiness to track program data. In late 2023, I-REN collaborated with other

stakeholders to clarify segment indicators and common metrics. Looking ahead to 2024, I-REN aims to enhance equity and market support while expanding its reach and impact.

The 2023 I-REN Annual Report highlights significant accomplishments during the year and outlines strategic plans for 2024. Noteworthy achievements encompass the formulation of a comprehensive five-year Organizational Strategic Plan, conducting regional orientations for member jurisdictions, establishment of a dedicated standalone website, and the creation of branding guidelines. Of particular importance in 2023 was the successful launch and introduction of I-REN's Public Sector programs across member agencies to begin the implementation phase of the program.

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

Attachment: 2023 I-REN Annual Report

INLAND REGIONAL ENERGY NETWORK
2023
Annual Report

INLAND REGIONAL ENERGY NETWORK

Your Local Champion for Equitable Access to Energy Resources

Our mission is to build a stronger clean energy economy and community throughout California's Inland Empire by connecting residents, businesses, and local governments to a wide range of energy efficiency resources. Together, we will empower local governments to practice energy efficiency; support workforce education and training in our region; and enable code compliance in the building industry.

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01. Executive Summary

I-REN Overview

The Inland Regional Energy Network (I-REN) is a consortium of the Coachella Valley Association of Governments (CVAG), San Bernardino Council of Governments (SBCOG), and Western Riverside Council of Governments (WRCOG) that serve the counties of Riverside and San Bernardino. These partners initially began collaborating in 2019 with a shared vision to establish locally administered, designed, and delivered energy efficiency (EE) programs.

Historically, the Inland Empire has faced challenges in receiving equitable opportunities to participate in EE and advanced energy. As dedicated representatives of local government, the I-REN consortium members bring established connections from their work serving this region to support filling gaps in existing EE services. The establishment of a Regional Energy Network (REN) in the Inland Empire region offers equitable opportunities for ratepayers in these communities to be engaged and active participants in meeting California's EE goals.

In February 2021, I-REN applied for REN portfolio administrator (PA) status to offer a portfolio of programs serving the Public Sector, Codes & Standards (C&S), and Workforce Education & Training (WE&T), with governance from WRCOG as the administrative lead agency as well as SBCOG and CVAG. I-REN was authorized by the California Public Utilities Commission (CPUC or Commission) in Decision (D.) 21-11-013 Approval of Inland Regional Energy Network Energy Efficiency Business Plan, which funded I-REN to offer EE services through program year 2027.

2023: Expanding I–REN's Reach and Impact

After establishing a solid foundation for portfolio administration and governance in 2022, I-REN moved swiftly in 2023 to approve contracts, onboard consultants, and begin program development and outreach activities in earnest.

Stakeholder engagement, which played a vital role in shaping I-REN's business plan, continued to be a major focus of 2023 activities. I-REN hosted orientations across its expansive territory to introduce the REN and gain insights from local and regional agency staff. Feedback from stakeholders informed I-REN's Organizational Strategic Planning process. Public and private sector building professionals provided survey responses with their needs and priorities for I-REN program designs. I-REN program teams attended and presented at events in partnership with a wide range of organizations, to strengthen existing relationships and foster new connections in the region.

Alongside stakeholder outreach efforts, crucial elements of I-REN's program portfolio were activated to provide quick benefits to the region. I-REN's Building Upgrade Concierge (BUC) was launched, and the public sector program team onboarded 28 agencies to begin receiving services. I-REN hosted its first C&S training in June 2023 and successfully delivered 13 trainings by the end of 2023. Under the WE&T Sector, 11 I-REN jurisdictions received I-REN Energy Fellows at their agencies to support capacity for EE and resiliency projects.

With the launch of program activities in 2023, I-REN also heightened its focus on data collection and program performance tracking. Findings from past evaluations and REN best practices figured prominently in this process. In early 2023, I-REN undertook a process to define its unique value metrics (UVMs) in alignment with its strategic framework. Program teams selected key performance indicators and developed methodologies for tracking program data. Beginning in August 2023, I-REN participated in an Evaluability Assessment as part of the CPUC's evaluation of RENs, receiving high marks from evaluators for its UVMs and preparedness to successfully track program data. In late 2023, I-REN joined the other PAs and stakeholders in beginning to examine and clarify segment indicators and common metrics.

Looking ahead to 2024, I-REN will continue to build on these early achievements and refine program offerings based on stakeholder engagement, to ensure that equity and market support remain at the heart of I-REN operations as its reach and impact expands.

I-REN Accomplishments

From Business Plan Approval to Present

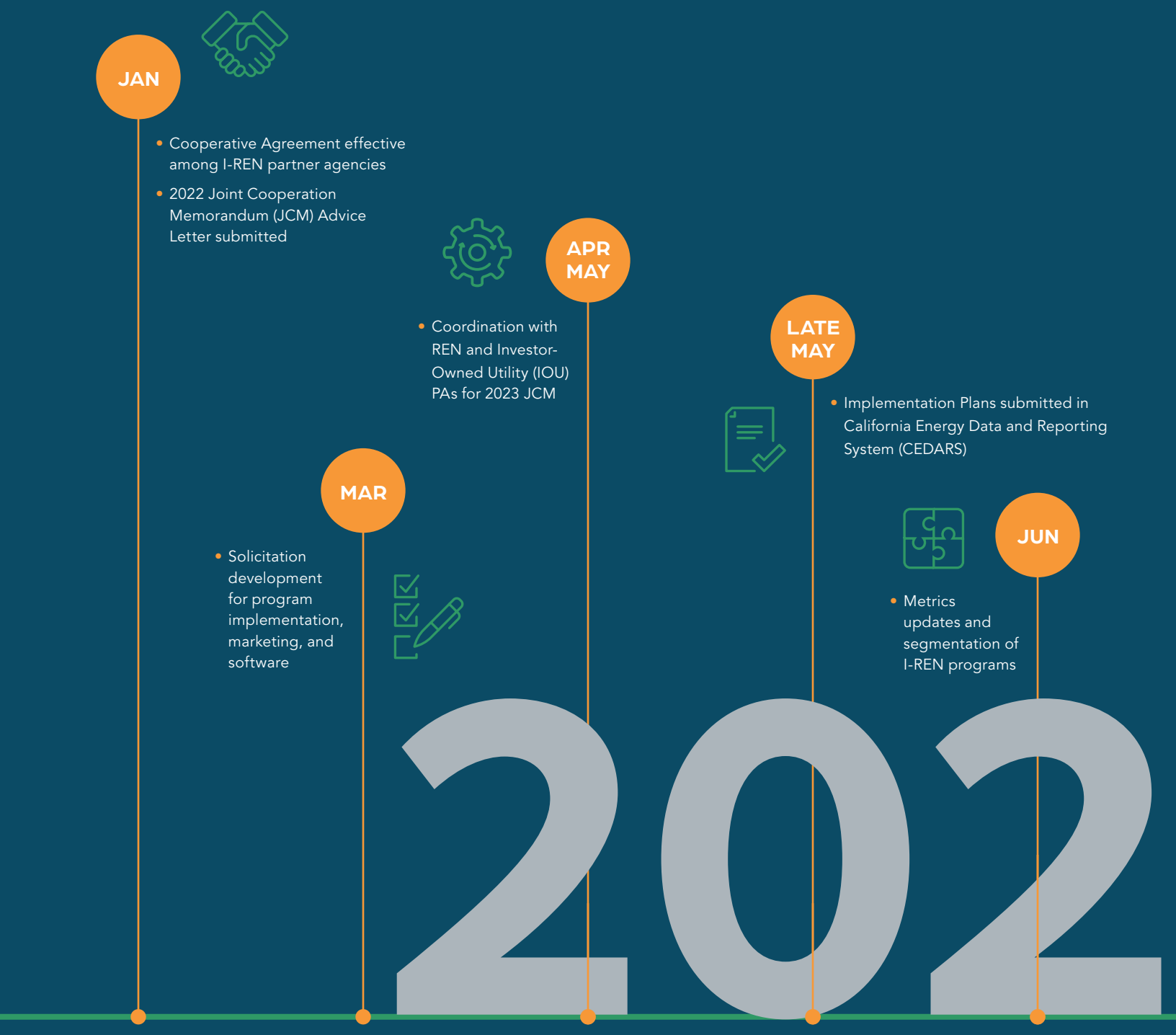
INLAND REGIONAL ENERGY NETWORK

NOV

- Business Plan approved in D.21-11-013
- Building I-REN contacts list for local governments, tribes, and other stakeholders
- Began working with SoCalGas on Program Agreement
- Memorandum of Agreement (MOA) and I-REN Governance and Operations Rules in development between I-REN partner agencies

2021

I–REN Accomplishments



JUL AUG

- Metrics Advice Letter filed and accepted by CPUC

AUG

- Implementer and vendor solicitations released
- Collaboration with PAs and presentation at CPUC PA Coordination Workshop

AUG SEPT

- Response to Energy Division REN Metrics data request
- California Energy Efficiency Coordinating Committee (CAEECC) Equity and Market Support Metrics Working Group Participation

OCT NOV

- REN Performance Metrics stakeholder meetings

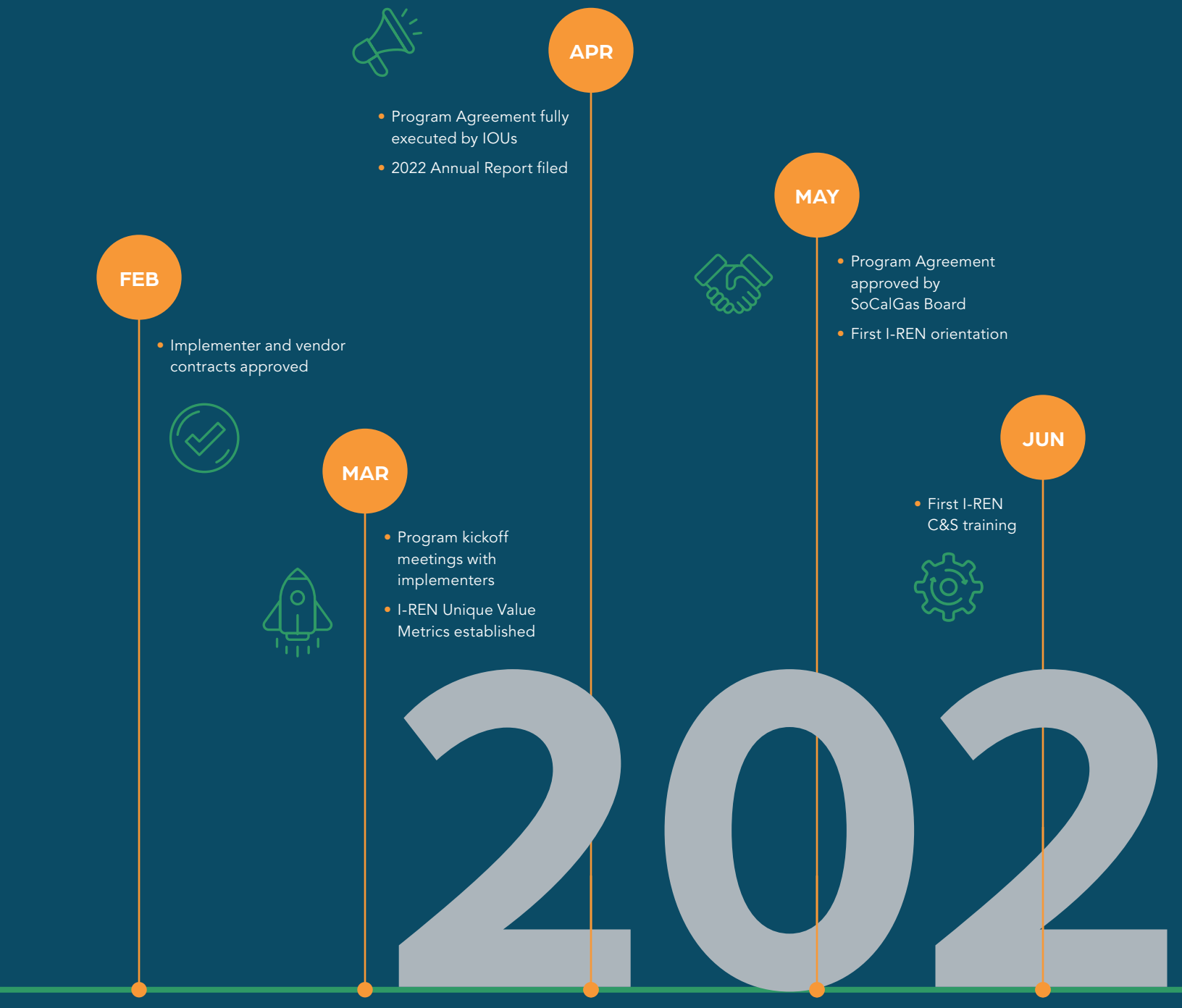
NOV

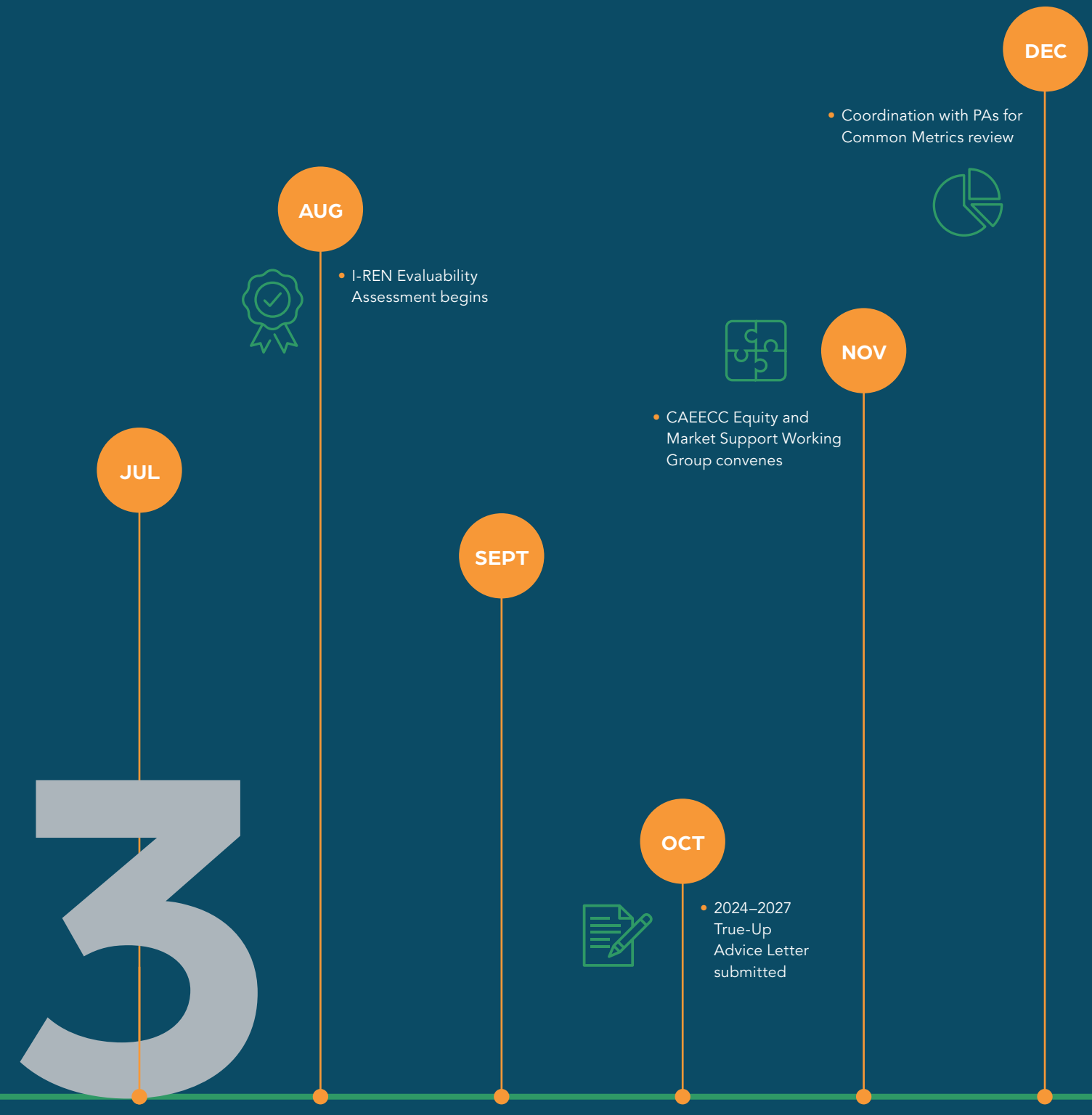
- Budget filing in CEDARS
- Bidder interviews for implementers and vendors
- Organizational strategic planning begins

DEC

- First I-REN Executive Committee Meeting
- Selection of implementers for contract negotiations
- Program Agreement finalized by Council of Government (COG) partners and routed to SoCal Gas/Southern California Edison (SCE)

I-REN Accomplishments




DEC
• Coordination with PAs for Common Metrics review
AUG
• I-REN Evaluability Assessment begins
NOV
• CAEECC Equity and Market Support Working Group convenes
JUL
SEPT
OCT
• 2024–2027 True-Up Advice Letter submitted

Organizational Strategic Planning

In 2023, I-REN developed a five-year Organizational Strategic Plan to proceed with the launch and rollout of its programs, to ensure effective and efficient use of CPUC funding, identify clear priorities and actions, and align activities and engagement across REN member agencies. The I-REN Strategic Plan will be used by the internal I-REN team and I-REN Executive Committee and will also serve as a public-facing document to share the direction and focus of I-REN with cities, tribes, and other government partners in the local region.

STRATEGIC PLAN GOALS

1

COHESIVE REGION

I-REN operates as a cohesive regional program and will make available and distribute benefits equally throughout the region with a fair allocation of resources and services to the COGs and member agencies.

2

FIRST TWO YEARS

I-REN will focus on the delivery of positive tangible impacts to the region through a successful rollout and launch of programs.

3

AWARENESS AND RELATIONSHIPS

I-REN will actively engage with all member agencies, special districts, and partners and strive to establish them as active participants.

4

INTERNAL ORGANIZATION

I-REN will be an effective and efficient organization, characterized by agility, responsiveness, and accountability.

BASED ON THESE GOALS, I-REN HAS IDENTIFIED THE FOLLOWING PRIORITIES AND KEY ACTIVITIES.

- **EQUAL BENEFITS REGION-WIDE**
  Establish tools and approaches to offer equal benefits for COGs and member agencies.

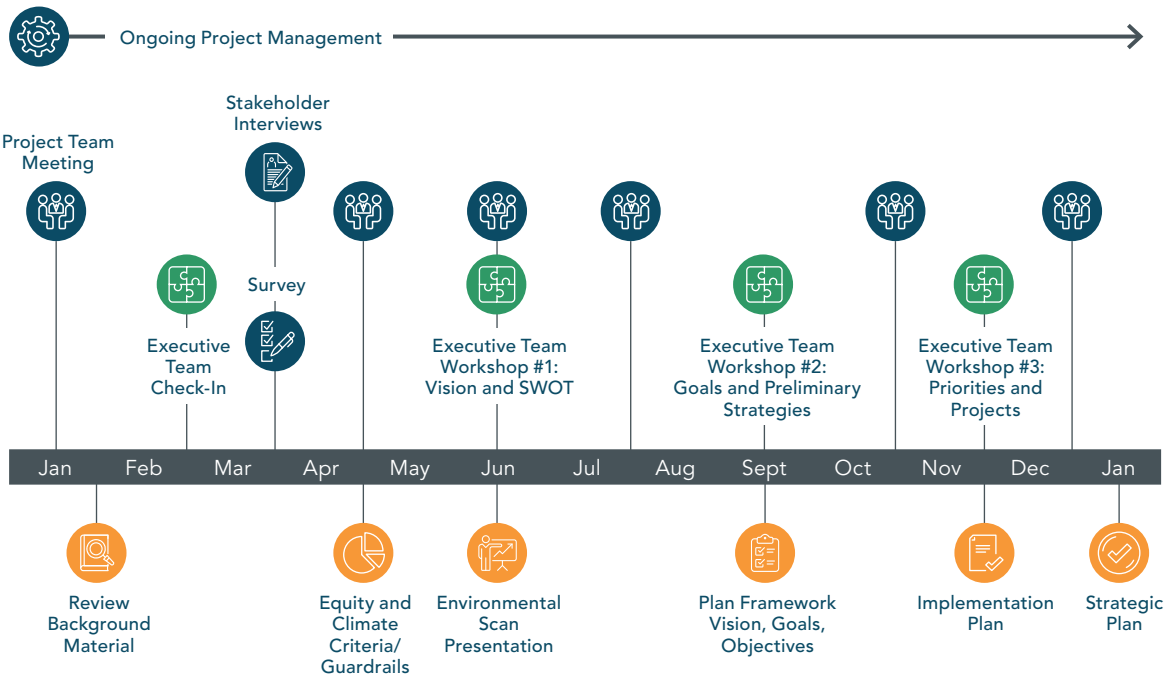
- **PROGRAM DEVELOPMENT AND LAUNCH**
  Ensure successful launch of programs in the first two years to help build I-REN's momentum.

- **REGIONAL ENGAGEMENT**
  Ensure that the diverse voices of the region are engaged and part of the development of the programs.

- **STRONG AND SUCCESSFUL ORGANIZATION**
  Create the foundation for an effective and responsive organization.

Below is the process that was used in the development of the I-REN Strategic Plan, which included analysis of I-REN best practices and engagement with all the agencies, staff, and I-REN Executive Committee members.

I-REN Three-to-Five Year Organizational Strategic Plan Process



I–REN is unique in its deep relationship with its member agencies in the region.

These relationships are central to the process and the organization's path to success. To that end, the Strategic Planning effort has reached out to every member agency, as well as other partners, to share information and gather input. Through this outreach, I-REN has identified a clear mission, guiding principles, and central goals to inform the development and operation of the REN. Stakeholder input informs priorities, key activities, targets, and metrics for gauging and managing success, and the process to gather this input has increased awareness for I-REN and its role in the region.

In conjunction with the Strategic Plan, I-REN's internal team worked with the consultant team to create an actionable Implementation Plan that identifies timelines for each action and details the roles and responsibilities of staff members in completing these actions. The Implementation Plan will stand as an internal guide for the coming years to keep I-REN on track and complete the goals outlined in the Strategic Plan. I-REN staff and the I-REN Executive Committee are dedicated to implementing this plan over the coming years and tapping the innovation and dynamic character of the region to become a well-established, effective, and impactful organization.

The Strategic Plan was officially approved by the I-REN Executive Committee in January 2024.

Orientations

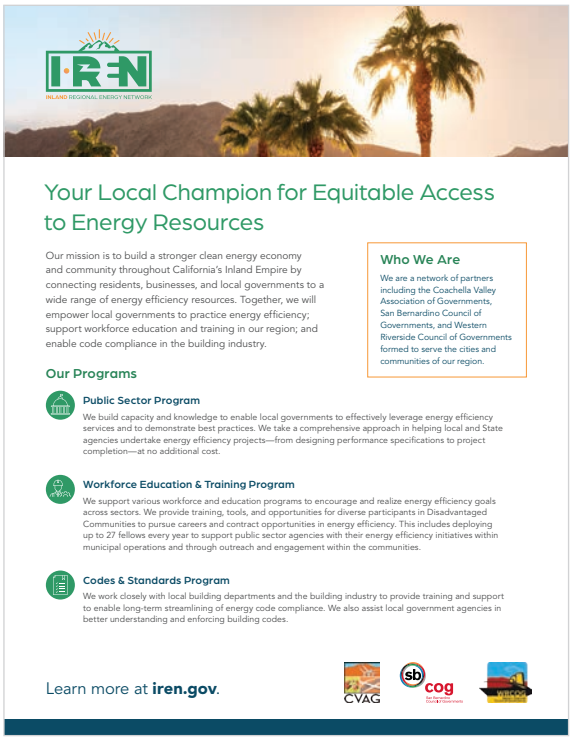
I-REN orientations served as comprehensive, introductory meetings on the programs and services available for the three I-REN sectors: Public Sector, WE&T, C&S. The I-REN orientation meetings included presentations about the service offerings as well as a demonstration of the Building Upgrade Concierge (BUC) platform. The orientations also served as interactive meetings to start discussions and develop an understanding for each I-REN member agency's needs.

I-REN Staff have hosted 16 orientations throughout Riverside and San Bernardino counties. More than 133 public agency staff members have participated from 41 jurisdictions. In addition, there has been participation from 16 other agencies including the CPUC, chamber of commerce, community college districts, K-12 unified school districts, and water districts.

I-REN Branding and Website

In 2023, I-REN marketing efforts were dedicated to building a solid foundation. I-REN's marketing team successfully crafted an I-REN brand direction and identity, including a messaging framework, foundational templates, a website, and social media structure. These assets were specifically designed to enhance I-REN's visibility through their website, meetings, outreach, and events, and are intended for collaborative use by stakeholders. The establishment of the I-REN brand involved creating PowerPoint template decks, e-mail signatures and invitations, Word documents, overview flyers, QR code-driven staff identification, web copy, and high-quality visuals. In addition, the I-REN marketing team implemented a reporting and approval process to ensure the continued strength and coherence of the I-REN brand. These components not only represent the essence of the I-REN brand but also ensure consistency and professionalism in all communications.

Having successfully laid a robust foundation for the I-REN brand, the I-REN marketing team implemented the following comprehensive tactics and initiatives to elevate I-REN marketing efforts.



MESSAGING FRAMEWORK

The team crafted a pivotal messaging framework, recognizing its crucial role as a structured tool for key messages. This strategic approach ensured unified communication, reinforced I-REN brand identity, shaped foundational elements for essential marketing, and played a vital role in precisely defining distinct target markets.

Primary Narrative	**Your Local Champion for Equitable Access to Energy Resources** We prioritize bringing energy efficiency resources to the Inland Empire Region. I-REN increases local control and access to the savings and other benefits of energy efficiency in Riverside and San Bernardino counties. We champion communities to participate in the state's clean energy initiatives by empowering local governments to practice energy efficiency, enabling code compliance in the building industry, and supporting workforce education and training.		
Primary Message Components	PEOPLE-FOCUSED **Community Empowerment** Our programs uplift communities by providing opportunities to shape their energy future.	FISCALLY RESPONSIBLE **Energy Efficiency** We deliver both energy efficiency and financial savings, while supporting the local economy.	ACTION-ORIENTED **Trusted Facilitator** We provide expert resources to enable equitable access to energy solutions.
Support Points	• Deliver equitable access to workforce and job training resources in energy efficiency across a variety of sectors throughout Riverside and San Bernardino counties. • Empower communities through expertise and readily available resources, so they can make informed energy efficiency decisions for themselves. • Partner with 54 local governments, creating energy efficiency internships and charting a pathway to future employment.	• Provide nearly $10M per year in energy efficiency programs. • Generate additional value by releasing trapped budget line items. • Work with local governments to leverage financial mechanisms to deliver energy efficiency projects in public buildings. • Provide project management resources for local government energy efficiency projects. • Train today's workforce and student candidates while building the local workforce for the new energy efficiency sector and a pathway to better salaried careers.	• Work with local building departments and industry stakeholders to enable long-term development of energy code compliance. • Provide subject matter experts who can advise on a variety of energy and resource issues. • Network local governments with their key contacts, employee candidates, and policy advisers. • Provide expert advice on preparing for future state mandates and understanding code requirements.

BRAND GUIDELINES

Developing brand guidelines was crucial as it established a comprehensive framework, providing clear and consistent guidelines for visual and messaging elements. This ensured brand cohesion, recognition, and a unified brand experience across diverse channels.

Primary Colors

01 Verde

02 Poppy

Secondary Colors

03 Navy blue

04 Deep gray

05 White

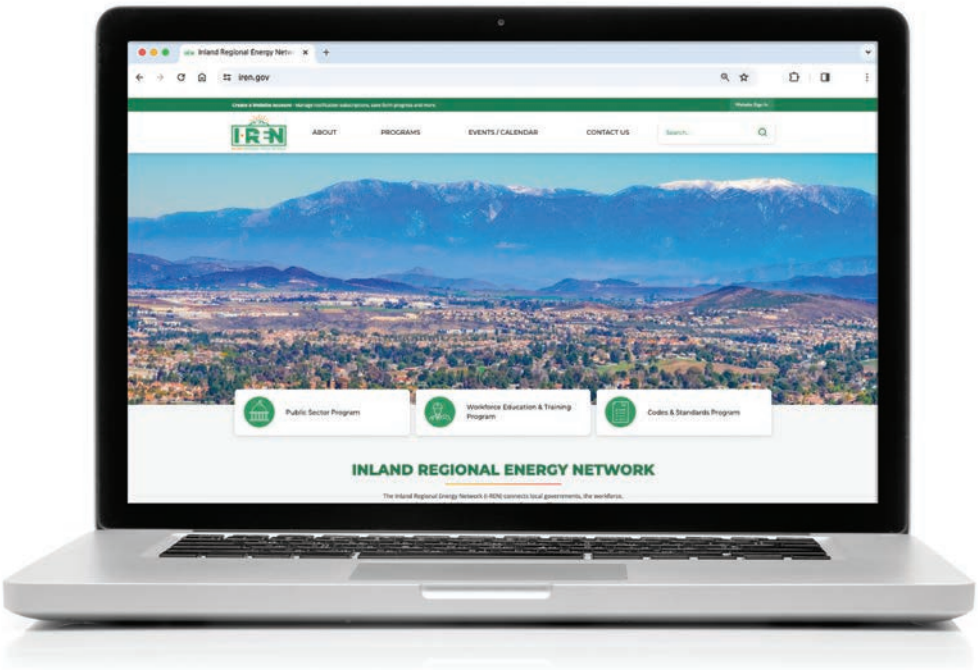
WEBSITE LAYOUT AND CONTENT

The I-REN website (iren.gov) was crafted in collaboration with CivicPlus, incorporating essential elements like written content, icons, color schemes, and photographic direction. This approach ensured that the I-REN online presence stayed current, visually appealing, and consistent, highlighting the significance of a well-maintained website in reinforcing the I-REN brand identity and engaging the audience effectively.

SOCIAL MEDIA

Throughout 2023, the marketing team established the foundation for I-REN's presence on social media by creating the brand's official social media profiles with new accounts and social media handles. Additionally, the marketing team crafted comprehensive social media guidelines that will serve as the blueprint for all future I-REN–wide and implementer posts.

Looking ahead, the I-REN marketing team's commitment is to fortify and expand upon this solid foundation and build the profile and engagement of the I-REN brand and presence.



Public Sector Summary

I-REN's public sector programs are here to help public agencies complete EE projects.

From project identification to completion, I-REN offers a comprehensive suite of no-cost services. I-REN helps identify energy-saving measures and then works alongside agency staff to fund and install them.

As I-REN ramped up in 2023, the public sector programs focused on introducing member public agencies to their services. I-REN conducted orientations throughout the region and 28 individual onboarding meetings with public agencies. I-REN began strategic energy planning efforts and helped to identify new energy projects. They also helped member agencies to benchmark energy performance for 25 facilities and conducted two facility energy audits.

The programs also focused on creating tools, templates, and other program elements, including designing an incentive structure based on member agency feedback and developing an Energy Resilience Roadmap to help agencies plan for their near-, mid-, and long-term energy future. In 2024, the programs will focus on expanding their reach by onboarding new member agencies and expanding on agencies' energy planning and project development efforts that were started in 2023.

Codes & Standards Summary

C&S offerings consist of non-resource programs to establish and implement training and education for Building Department staff and the building industry within the I-REN territory to support, understand, and effectively implement EE codes and standards.

The target audience includes:

- PUBLIC SECTOR: building inspectors, chief building officials, permit technicians, plan examiners, planners, and sustainability directors or managers
- PRIVATE SECTOR: architects, contractors, designers, developers, energy consultants, or other non-jurisdictional building professionals

I-REN's locally focused interventions equip Building Department staff to identify potential issues, provide guidance to permit applicants, and streamline the permitting process. With increased knowledge and capacity, local Building Department staff will have the tools and additional resources to support their energy code enforcement and compliance, as well as cultivate the associated energy savings from efficient building practices. The C&S offerings include two core programs: the **Training & Education Program**, which provides training, and the **Technical Support Program**, which provides technical assistance tools and resources.

In 2023, efforts focused on familiarizing the I-REN brand, fostering relationships, garnering interest in developed offerings, and developing a base audience to continue reengaging as C&S activities grow. Broadly, strategies included:

- LEVERAGING I-REN's extensive network of connections with public and private stakeholders
- DISTRIBUTING materials and messaging to partner entities and permit counters
- DEVELOPING a website landing page as a one-stop shop for C&S resources

Specific achievements, outcomes, and opportunities are detailed under "2023 Achievements and 2024 Plans."

Enforcing energy codes has traditionally posed challenges for local jurisdictions, especially smaller communities lacking sufficient resources. Within I-REN's service territory, numerous Authorities Having Jurisdiction (AHJs) encounter significant hurdles in upholding energy codes and standards due to limited resources and capacity.

With initial data collected through 2023 activities, I-REN can better pinpoint prospects for involvement within census tracts characterized by elevated levels of low-income households, limited educational achievements, and significant unemployment rates.

In Riverside and San Bernardino counties, there is a combined count of more than 140 census tracts offering potential for community engagement, along with more than 400 contacts strategically positioned to support I-REN's outreach efforts aimed at reaching building industry professionals within disadvantaged and hard-to-reach areas (HTR).

140+

Census tracts offering potential for community engagement

400+

Contacts strategically positioned to support I-REN's outreach efforts

Workforce Education & Training Summary

I-REN's WE&T sector offerings consist of non-resource programs with the goal to ensure that there is a trained workforce to support and realize EE savings goals across sectors.

The WE&T sector is split into two core services: a **Training & Education Program** that will assess the marketplace and enhance and deploy training content tailored to the unique I-REN territory. Then there is the **Workforce Development Program** that will highlight EE, green jobs, and bridge the gap connecting job seekers with employers.

In 2023, I-REN launched the I-REN Energy Fellowship.

The fellowship placed 11 college graduates and job seekers, with a minimum of an associate degree, at I-REN member agencies to support implementation of important energy initiatives. I-REN is partnering with CivicWell's CivicSpark program to deliver the I-REN Energy Fellowship. Through this program, the 11-month Energy Fellows will support in filling gaps and providing much-needed capacity to implement EE and climate action plan activities within their member agency's jurisdiction and the I-REN territory. I-REN remains committed to identifying the most effective and accessible ways to increase the number of skilled EE workers; especially those within underserved, HTR, tribal, and disadvantaged communities (DACs). In many cases, the I-REN Energy Fellows are either supporting the HTR or DAC communities within I-REN service territory or come from and/or reside in those communities.

In 2023, I-REN explored bringing on a subject matter expert to conduct an energy-focused workforce assessment within the I-REN territory. This workforce assessment will identify the energy workforce resources and their jurisdictional scopes that currently exist within Riverside and San Bernardino counties. Given the large geographic area of the area, this assessment will also include a gap analysis of the resources and provide recommendations on the design, development, and deployment of future I-REN WE&T programs. This assessment will be completed in 2024.

Social Media Post

2023 Fellows

02.

2023 Achievements and 2024 Plans

Introduction

2023 saw the launch of key I-REN program elements to begin delivering value to Inland Empire communities, building on the foundation established in 2022.

I-REN's EE program portfolio consists of six programs in three sectors: public sector, C&S, and WE&T. The primary purpose of I-REN's public sector programs is equity—to improve access to EE for HTR, underserved communities, and DACs in advancement of the Commission's Environmental and Social Justice (ESJ) Action Plan[1] and to provide corollary benefits such as increased comfort and safety, improved indoor air quality, and more affordable utility bills, consistent with Goals 1, 2, and 5 in the ESJ Action Plan. One of I-REN's equity segment programs is a resource program that will deliver savings via projects in public sector facilities.

The primary purpose of I-REN's WE&T programs is to provide market support to contribute to the long-term success of the EE market by educating customers, training contractors, and building partnerships. C&S programs are considered separately from other segments, as directed in D.21-05-031.[2] I-REN's C&S programs are focused around training, outreach, and technical assistance to support private and public sector building professionals in understanding and complying with building energy codes.

I-REN's programs and 2023 activities are detailed in the pages that follow, along with a look ahead to I-REN opportunities in 2024 and beyond.

[1] https://www.cpuc.ca.gov/esjactionplan/

[2] D.21-05-031 at 16.

I-REN Programs

Public Sector

Technical Assistance and Strategic Energy Planning Program

Normalized Metered Energy Consumption Program

Codes & Standards

Training and Education Program

Technical Support Program

Workforce Education & Training

Training and Education Program

Workforce Development Program

Public Sector

I-REN's public sector programs deliver customized technical assistance and provide monetary incentives for energy projects at publicly-owned facilities in the I-REN service territory.

Through these programs, I-REN aims to increase EE and resiliency within the region. Public sector services include energy use evaluation, facility benchmarking, and targeted project development in line with regional climate and/or energy action plans. Eligible public agencies include:

- Cities and townships
- Counties
- Tribes
- K-12 school districts
- Special districts
- Water and wastewater agencies/districts
- Higher education institutions
- Other public agencies

In 2023, I-REN launched two public sector programs: the **Technical Assistance and Strategic Energy Planning Program (TA Program)** and the **Public Buildings Normalized Metered Energy Consumption Program (NMEC Program)**. I-REN agencies can access offerings from both programs simultaneously to maximize energy and resilience outcomes while minimizing their out-of-pocket project costs.

I-REN is focused on increased performance within existing buildings. The Inland Empire is one of the hottest regions within California, and a significant portion of the population is considered underserved per the CPUC.[3] Existing public spaces, such as community centers and libraries,

27,263
Square miles

11%
of California's population

3
COGs

2
Counties

52
Cities

13
Tribal nations

215
Special districts

[3] Pub. Util. Code Section 1601(e)

commonly provide refuge for vulnerable community members facing hardship due to extreme climate or economic impacts. By supporting resilience and clean energy, I-REN agencies can: (1) ensure traditionally underserved residents have safe and comfortable spaces, (2) use their experiences with I-REN to empower other local jurisdictions to take action and positively influence current and future programs, and (3) emerge as EE leaders regionally and at the state level.

IREN–PUBL–001: Technical Assistance and Strategic Energy Planning Program

PROGRAM DESCRIPTION

I-REN's TA Program offers energy planning and project development support throughout the lifecycle of EE projects. The program reduces the confusion and administrative burden of public sector EE projects, such as funding/financing and reporting requirements, by delivering no-cost services tailored to each agency's unique goals and needs.

This program offers several energy data collection and analysis services to equip agencies to make informed decisions about their energy future. For example, it offers facility benchmarking in I-REN's Building Upgrade Concierge (BUC) software and strategic energy and resilience planning through customized Energy Resilience Roadmaps.

Participating agencies receive a high level of technical and financial assistance to complete EE projects. After determining an agency's energy and resilience goals, I-REN helps agencies identify EE projects and secure funding and financing to implement them. The program then guides agencies through applicable energy programs (including I-REN offerings and those of other PAs), helping build capacity and easing the administrative burden of participating in energy programs. I-REN helps agencies to use whatever financing mechanisms are available to them for their energy upgrade projects, including through other PAs and non-ratepayer funded offerings (e.g., IOU financing, third-party program incentives, grants).

The TA Program has the following objectives:

- PROVIDE local governments with support and resources to develop and implement their strategic energy plans and EE projects.
- HELP local governments to afford and finance a range of EE upgrades.
- ESTABLISH one-on-one support for local governments' EE projects.

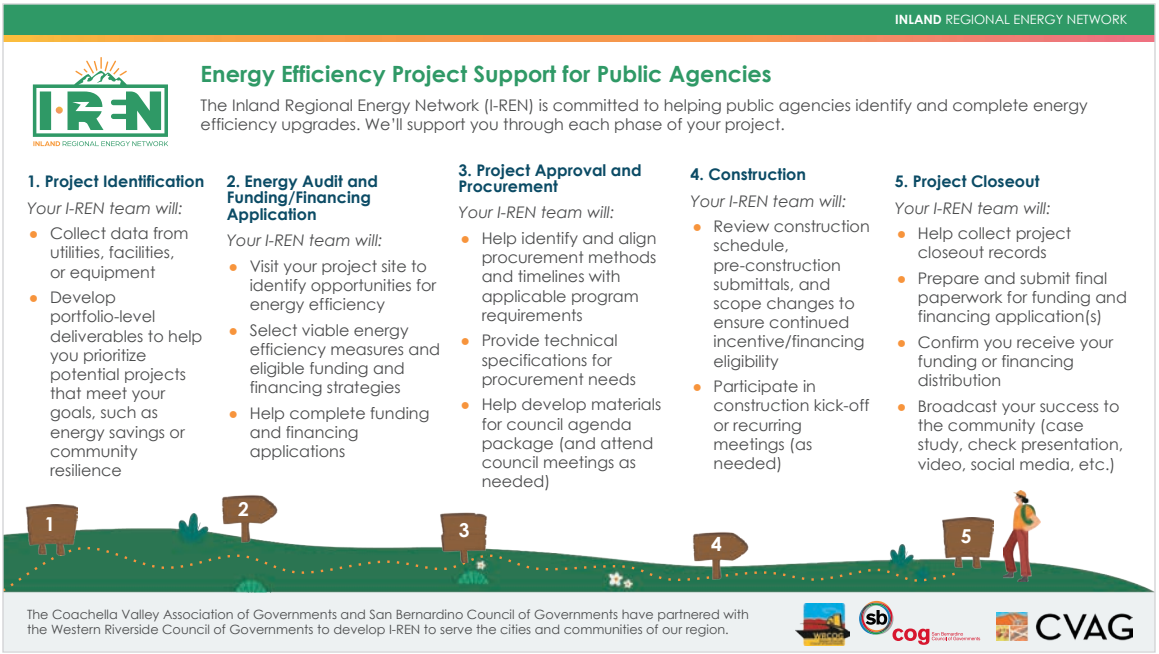
- **DEVELOP** or enhance strategic energy plans to connect local government goals related to climate, resilience, and economic development to EE programs and adoption.
- **CREATE** resources for the public sector to tap into EE and distributed energy resources programs offered by other providers, including IOUs.

ACCOMPLISHMENTS IN 2023

In 2023, the public sector programs focused on creating tools and templates for effective service delivery, integrating member agency feedback collected through the I-REN orientation meetings, and onboarding agencies looking for immediate support. I-REN incorporated agency feedback into all program policies and other elements of their program designs to ensure they serve I-REN member agencies' needs equitably. I-REN also began coordinating with other PAs to ensure effective coordination of program services and to maximize support for member agencies. Collecting stakeholder feedback and ramping up the program required significant effort, but it laid the groundwork for full program services in 2024.

The I-REN team created numerous outreach and engagement resources to clearly articulate I-REN program services to public agencies. For example, the high-level overview of public sector programs and services breaks down the project life cycle into easy-to-digest phases.

External-Facing Slide Providing an Overview of Public Sector EE Support Services



ONBOARDING AND PROJECT DEVELOPMENT

I-REN's onboarding experts led coordination efforts with COG leadership, representing the I-REN Project Team together. Twenty-eight agencies completed onboarding in 2023, and numerous agencies are now developing projects. I-REN's onboarding team members expertly explain program benefits, building relationships, and identifying agencies' program service needs.

Public Sector Program Services Ramp-Up

16
Internal deliverables developed

14
External deliverables developed

17
Orientations delivered

28
Onboarding meetings held

2
Site visits performed

2
Audits in progress

11
Facility data templates received

37
Utility energy data requests initiated

34
Utility energy datasets received

I-REN completed its first two site visits in October of 2023 for the City of Redlands and San Bernardino County Transportation Authority/SBCOG. Each agency will receive high-level overviews of identified measures in early 2024 and will subsequently complete energy projects for their selected EE measures.

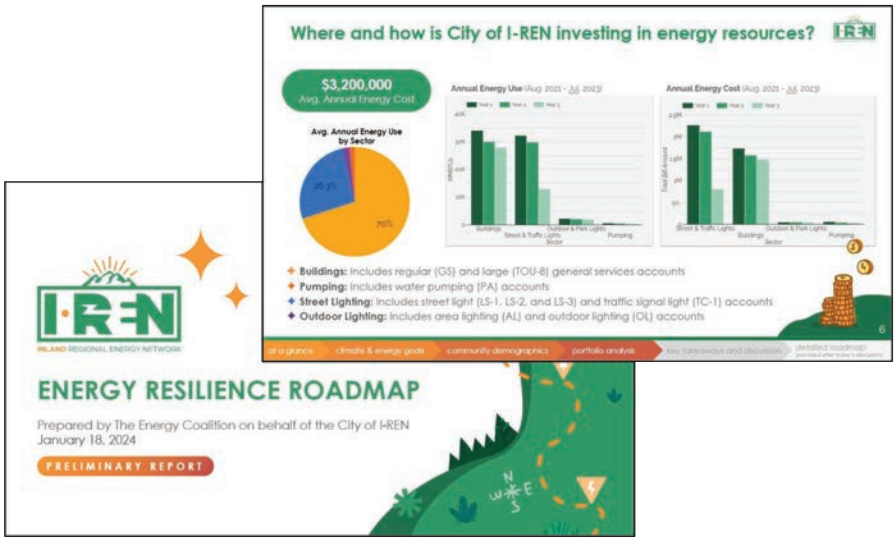
City of Redlands Joslyn Senior Center Audit

STRATEGIC ENERGY PLANNING

Energy Resilience Roadmap

I-REN has developed an innovative report, the Energy Resilience Roadmap, to help agencies improve their EE and climate resilience.

Sample Energy Resilience Roadmap Highlight



2023 Energy Resilience Roadmap Development

11

Roadmaps in Queue

2

Roadmaps Drafted

The preliminary report examines an agency's climate plans, energy goals, community vulnerabilities, and energy performance across its portfolio. It identifies energy-intensive buildings and pumping sites for potential resilience upgrades. I-REN collaborates with the agency to understand priorities and critical facility needs. Then, a full roadmap offers tailored recommendations for facilities, suggesting EE improvements and technologies like solar, battery storage, and electric vehicle infrastructure. This two-phased approach allows I-REN to fully customize each agency's report to their unique energy consumption patterns and community needs.

The Energy Resilience Roadmap concludes with practical next steps to seamlessly incorporate recommendations into current and future energy plans, ensuring that agencies are well-prepared to enhance overall energy resilience. The Energy Resilience Roadmap deliverable template was approved in late 2023. Eleven agencies are queued up to receive a roadmap in 2024, with two drafts already completed and under review.

Energy Benchmarking

I-REN helps agencies to add their building portfolio to ENERGY STAR Portfolio Manager® (ESPM), an online management tool created by the U.S. Environmental Protection Agency that allows building owners and facility managers to track and assess energy use. I-REN ESPM benchmarking services include creating new portfolios or updating existing portfolios with facility characteristics like square footage and year built, as well as automating the upload of monthly energy consumption from on-site utility meters. I-REN helps agencies determine if their facilities require California Assembly Bill (AB) 802 compliance, and guides agencies that meet the requirements through the submittal process.

2023 Energy Benchmarking Facility Support

New ESPM Portfolio Development	9 Facilities in progress	
Existing ESPM Portfolio Refresh	4 Facilities in progress	25 Facilities completed
AB 802 Compliance Support		25 Facilities completed

Building Upgrade Concierge (BUC) Software

Development of the BUC web-based tool officially kicked off in March 2023. The tool offers analytics, modeling, and measurement and verification performance features for public agency benchmarking and project development. Prior to developing this software solution, I-REN conducted a discovery process over several meetings to fully review their EE portfolio, in particular the Public Sector programs and activities, and current information technology assets for EE program delivery (e.g., the website, reporting templates). After reviewing business requirements for the proposed solution, I-REN created functional specifications. The BUC beta version was available for I-REN member testing in April 2023, and functional specifications were approved in May 2023, when the BUC live production site was released. The I-REN team developed a user guide for BUC's analytics modules to make the tool easier to use.

I-REN began introducing the BUC tool to local governments, special districts, and tribal communities during orientation meetings, which began in May 2023. Orientation attendees received a high-level overview of BUC's features, including portfolio management configuration

and dashboard, billing history upload, benchmarking, utility bill analysis charts, and measure savings. I-REN worked with individual local governments to obtain building utility data, which was uploaded into the BUC platform within the agency's respective building portfolio.

2023 BUC Portfolio Development

4	2	7
Portfolios created	Portfolios in progress	Portfolios in queue

OPPORTUNITIES IN 2024 AND BEYOND

In 2024, I-REN aims to engage all member agencies in the region and will continue orientation delivery and onboarding activities. I-REN also plans to expand benchmarking deliverables in 2024 by delivering Energy Resilience Roadmaps, benchmarking support through ESPM and BUC, and a video training series on ESPM benchmarking. As more agencies join I-REN and obtain their utility data, I-REN can identify opportunities and support full energy project delivery in 2024.

I-REN will help agencies secure external funding and financing, such as Energy Efficiency Conservation Block Grants (EECBG) and deliver site visits and associated project development services. In 2024, the public sector aims to deliver its first Initial Measures Lists (IML), which outlines high-level EE measure opportunities at targeted facilities and guide agencies through the steps to ensure successful project implementation.

After the completion of all I-REN orientations, I-REN will collate feedback for potential updates to the BUC tool. To assist local governments with the adoption of the BUC tool, I-REN will create training videos for the tool's key features: BUC Dashboard, Analytics Charts, Analytics Report, and Opportunity Register. As more users interact and engage with the BUC tool, I-REN will continually evaluate how BUC should evolve to maximize its benefits to the local governments, special districts, and tribal communities it serves. For example, utilizing building analytics and measuring opportunities presented in a report template can help agencies make informed decisions on EE project implementation.

I-REN will also continue to engage with other PAs and third-party programs to ensure effective coordination of program services and to maximize support for its member agencies. The TA program will focus on developing a communications strategy and social media plan for the remaining program years.

INTEGRATED DEMAND SIDE MANAGEMENT

D.23-06-055 allows PAs to set aside up to 2.5 percent or $4 million of their EE budgets to provide an operational complement for integrated demand side management (IDSM) in program years 2024–2027. I-REN will utilize these funds to provide a distributed energy resources (DER) component to audits to identify resilience opportunities, such as renewable energy, battery storage, and microgrids, for agencies. I-REN will carve out resources to conduct 100 DER audits over the next four years, offering agencies technical assistance to further achieve their resilience and climate goals.

IREN–PUBL–002: Public Buildings Normalized Metered Energy Consumption Program

PROGRAM DESCRIPTION

I-REN's Public Buildings Normalized Metered Energy Consumption (NMEC) Program provides technical support such as eligibility screening and measurement and verification (M&V), and incentives for meter-based energy savings. The program uses an NMEC approach to measure energy savings at the meter, incentivizing savings that have historically been excluded from EE programs or from technologies that are considered industry standard practice. The program places a special focus on whole-building improvements to community-serving buildings by offering enhanced incentives for deep energy savings at critical facilities, cooling centers, and resilience centers.

The NMEC Program has the following objectives:

- SUPPORT comprehensive lighting and whole-building projects to improve the comfort and safety of vulnerable populations. The program will focus on critical facilities and emergency or cooling centers.
- DELIVER deep energy savings to public agencies at high visibility locations, positioning local governments as EE leaders within their communities and helping to meet local and state EE and greenhouse gas reduction goals.
- PROVIDE technical expertise and training to facility personnel to maximize the persistence of energy and bill savings. The program will deliver savings reports to public agencies to monitor and communicate post-project energy usage.

Using an NMEC approach to calculate energy savings will protect agencies from a mismatch between forecasted and actual savings. Combined with technical assistance and reinforcement of operations and management best practices, public agencies will experience maximized savings for their communities.

ACCOMPLISHMENTS IN 2023

In 2023, the NMEC program focused on designing a program reflective of I-REN member agency values. I-REN integrated member agency feedback collected through the orientations throughout the region into the program's incentive structure design. Based on member agency priorities, the NMEC Program will offer enhanced incentives for deep energy savings at critical facilities. The program will use a tiered incentive structure based on the percentage of a facility's energy use that will be saved through the project—the higher percentage of energy saved, the higher the incentive rate. The program will offer further incentive "kickers" for projects at critical emergency operation and cooling centers.

The NMEC program also focused on designing and developing tools and templates for effective program delivery.

OPPORTUNITIES IN 2024 AND BEYOND

With a successful design and launch phase in 2023, the NMEC Program will focus on developing projects and offering incentives in 2024. The program will build a robust pipeline of NMEC-eligible projects and approve the first I-REN NMEC project incentive application(s). I-REN will work with local governments to obtain monthly utility data after EE project implementation and will use the BUC tool to track realized energy savings from completed projects. Local governments will be able to view their building portfolio dashboard, identify projects that are not meeting energy savings projections, and adjust any EE upgrades accordingly. The I-REN Public Sector team will use BUC to provide reports and supporting data to the third-party evaluation, measurement, and verification (EM&V) contractor for the NMEC program. BUC will be the main resource for NMEC project and data tracking.

As the program ramps up, I-REN will identify opportunities to streamline and improve their support to I-REN agencies. With I-REN's support, agencies will be able to fund projects that will improve their facilities and increase energy and cost savings.

Codes & Standards

I-REN's service territory includes many authorities having jurisdiction (AHJs) that face significant challenges in enforcing energy codes and standards with their current resources and capacity.

These jurisdictions are small in population size, geographically dispersed, challenged by extreme climate conditions, and disadvantaged by pollution and other factors. I-REN has significant opportunity to support compliance and enforcement, to ensure building department knowledge, awareness, and realization of energy-savings measures.

As an organization led by and dedicated to serving local governments, I-REN provides flexible and adaptable solutions to help bridge the gap and assist local jurisdictions. I-REN's C&S initiatives offer locally focused training, education, and tools to support C&S implementation, gap filling, energy code enforcement, and compliance activities. Training and educational resources are informed by and targeted specifically to address the needs of jurisdictions in the region. To ensure statewide consistency in compliance improvement support, I-REN coordinates and collaborates with the statewide C&S team and meets with the California Energy Commission (CEC) on a quarterly basis.

IREN–CS–001: C&S Training and Education Program

PROGRAM DESCRIPTION

I-REN's C&S Training and Education Program delivers trainings tailored to the needs of local AHJs and the building industry to support, understand, and effectively implement EE codes and standards. The program includes outreach to engage, educate, and involve regional construction firms and building departments, and support compliance and enforcement within regional EE programs and customers. Local, in-person training opportunities will be expanded in Riverside and San Bernardino counties. I-REN C&S trainings are differentiated by topic, with trainings tailored to the region's climate zones and the needs of the region's local jurisdictions, building department staff, and building professionals.

I-REN brings existing relationships with training partners in the region, such as colleges, non-governmental organizations (NGOs), community-based organizations (CBOs), trade

organizations, and regional entities. These relationships are important for connecting with HTR, DAC, underserved, tribal, and ESJ communities. Outreach for this program consists of promoting training through I-REN governing agencies' existing communication channels, through local government partnerships, and through building industry communication networks. I-REN is collaborating with local governments to design and deliver effective messaging during code transitions.

ACCOMPLISHMENTS IN 2023

The C&S Market Assessment Survey Training and Education Focus

In 2023 the I-REN C&S team conducted a five-month long effort to survey the current state of energy code compliance in the region, gain an understanding of knowledge gaps, and identify stakeholders' preferred delivery options for C&S program offerings. Seventy-seven building professionals in both the public sector (such as AHJ employees) and the private sector (such as contractors) were surveyed. Public versus private sector responses were compared, as well as the difference in responses from Riverside County versus San Bernardino County.

The team surveyed 77 building professionals in both the public and private sectors.

Data captured:

- Job title and location of respondents
- Preferred Energy Code resources
- Most desired training topics and ideal training dates, times, lengths, and settings
- Interest in reach codes by jurisdiction (public sector)
- Barriers to Energy Code compliance
- Most complex components of the Energy Code
- Languages spoken
- Preferred means of accessing Energy Code expertise

For trainings, respondents prefer morning (10 a.m.–12 p.m.) and early morning (before 10 a.m.). The public sector preferred Tuesdays and Thursdays with 60- to 90-minute trainings, while the private sector preferred Thursdays and Fridays.

Results such as the below informed outreach, training, and engagement activities planned for 2024.

C&S Market Assessment Survey – Training Topic Requests

PUBLIC SECTOR	Energy Code Navigation, Compliance Documentation, Lighting Measures, SolarAPP+, Mechanical Measures
PRIVATE SECTOR	Energy Code Navigation, Compliance Documentation, Heat Pumps, Plans and Specifications, Quality Insulation Installation

Launched Training Program

I-REN launched energy C&S education trainings in June 2023 and held thirteen unique offerings through the end of the year, leveraging CEC collaborators, statewide contractor-facing EE programs, and codes entities to cross-promote. Training topics ranged from 2022 energy code changes to compliance, load calculation, SolarAPP+, and design topics.

Successes include:

- I-REN held 13 trainings in total.
- There were 64 net individual attendees, and 27 people attended at least two trainings. Some repeat attendees were present at up to six of the 13 trainings held.
- 12 trainings offered International Code Council (ICC) Continuing Education Credits (CEUs), and a total of 81 CEU certificates were given out (to receive an ICC certificate, a person must attend the training for 60 minutes or longer).
- 75% of attendees who participated in CEU-eligible classes earned a certification.
- 37 jurisdictions and nine private sector building entities were supported through trainings.
- I-REN C&S trainings earned a 99% satisfaction rating from participants. Across all 13 trainings, 54% of participants strongly agreed that the trainings fulfilled 10 different measured metrics of satisfaction, such as training content being applicable to their jobs, easy to follow and understand, and increasing their energy code knowledge. An additional 45% agreed across all 10 training questions.
- Heat Pump Water Heaters for Building Departments was the highest-rated training, with 95% of respondents strongly agreeing that it met all 10 evaluated satisfaction metrics.

13
Trainings

64
Attendees

81
CEU certificates given out

37
Jurisdictions supported

9
Private sector building entities supported

99%
Satisfaction rating

Educational Webinar on SolarAPP+ Permitting Software

In collaboration with the National Renewable Energy Laboratory (NREL) and the City of Menifee as a speaker, I-REN drew its highest training attendance of the year, 26 attendees, in this webinar tailored specifically for Riverside and San Bernardino counties. Menifee is a local example of a jurisdiction that started using SolarAPP+. The training also promoted the CEC's CalAPP grant funding opportunity.

OPPORTUNITIES IN 2024 AND BEYOND

In 2024, the C&S training program plans to present a set of twelve trainings at the pace of one training per month, as well as two forums. The 2023 Market Assessment Survey identified training topics most desired by both public and private sector respondents in the I-REN region, including energy code navigation, compliance documentation, and basic building science. 2024 training topics are designed with this in mind. Three trainings will be repeated from 2023, heat pump water heaters; heating, ventilation, and air conditioning (HVAC) load calculations and duct design; and basics of the Energy Code.

A key goal for the I-REN C&S training program in 2024 is to increase the overall number of participants and number of unique jurisdictions and private entities served through this channel. The Market Assessment Survey highlighted the main ways that building professionals in the region keep up to date on energy code training opportunities. Consequently, I-REN's C&S team plans to offer a new training in Spanish, expand its social media presence, develop relationships with other energy organizations that can feature I-REN training opportunities in their newsletters, work with the local ICC chapter in the I-REN region, and cross-promote with other organizations.

IREN–CS–002: C&S Technical Support Program

PROGRAM DESCRIPTION

I-REN's C&S Technical Support Program is a non-resource program to develop technical assistance tools and resources to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes to support improved enforcement and compliance. The Technical Support program offers a range of services informed by I-REN-developed survey instruments that gather data on ways that I-REN can assist building departments and industry professionals. Services include:

- CODES ASSISTANCE
  Provide localized support to building departments in implementing the Energy Code.

- **REACH CODES**
  Develop regionally appropriate model ordinances, vet and refine them with participating local governments, provide ongoing technical assistance for implementation, and deliver updates to reflect the triennial code cycle.

- **TRAINING & EDUCATION**
  Deliver localized training, in coordination with Training & Education Program. Training partners will include colleges, non-profit organizations, community-based organizations, trade organizations, and other regional entities.

- **GRANT SUPPORT**
  Monitor and support grant opportunities for building departments.

Although Training & Education was the primary focus for the C&S offerings in 2023, the Technical Support Program completed initial research and outreach efforts to lay the groundwork for a more robust 2024.

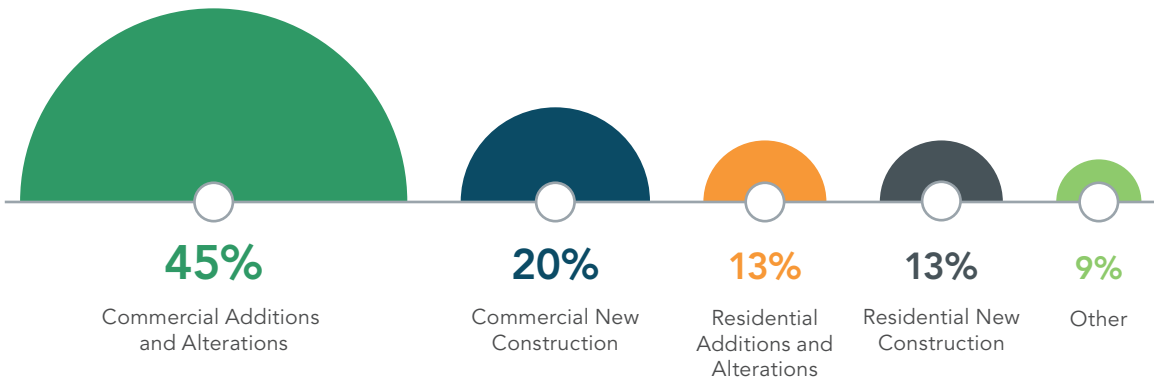
ACCOMPLISHMENTS IN 2023

The C&S Market Assessment Survey | Technical Assistance Focus

As part of the same Market Assessment Survey mentioned above, technical assistance questions focused on what resources are needed by building professionals outside of trainings.

The Market Assessment survey identified areas for greater support for code compliance. For example, 45% of 50 public sector survey respondents indicated that they could benefit from energy code support on commercial additions and alterations.

C&S Market Assessment Survey – Most Complex Energy Code Aspects



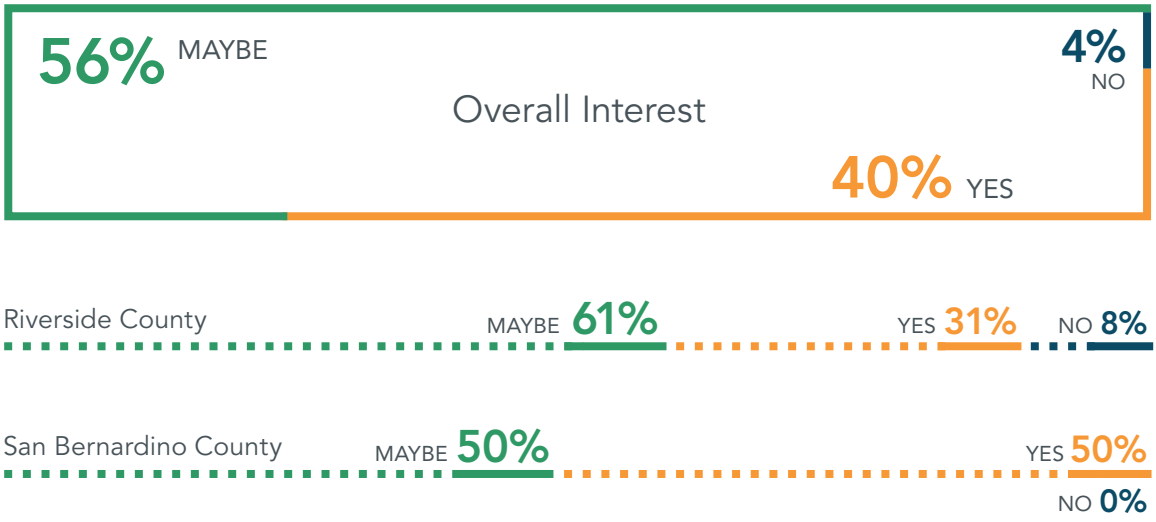
The C&S Technical Support program began its efforts by leveraging the Market Assessment Survey to understand the current challenges and needs facing both the public and private sector in the region.

Key survey findings:

- Both public and private sectors look to the CEC, colleagues, newsletters and trade organizations to learn about the energy code. Public sector prefers ICC chapter resources, while the private sector also cited social media as a means to learn about code.
- The survey requested information on desired training topics. Both private and public sector requested trainings on energy code navigation and compliance documentation. The public sector also expressed interest in lighting measures, SolarAPP+, mechanical measures; the private sector expressed interest in heat pumps, plans and specifications, quality insulation installation.

The below graphic shows interest in reach code or ordinance development by respondents in each county.

C&S Market Assessment Survey – Reach Codes Interest



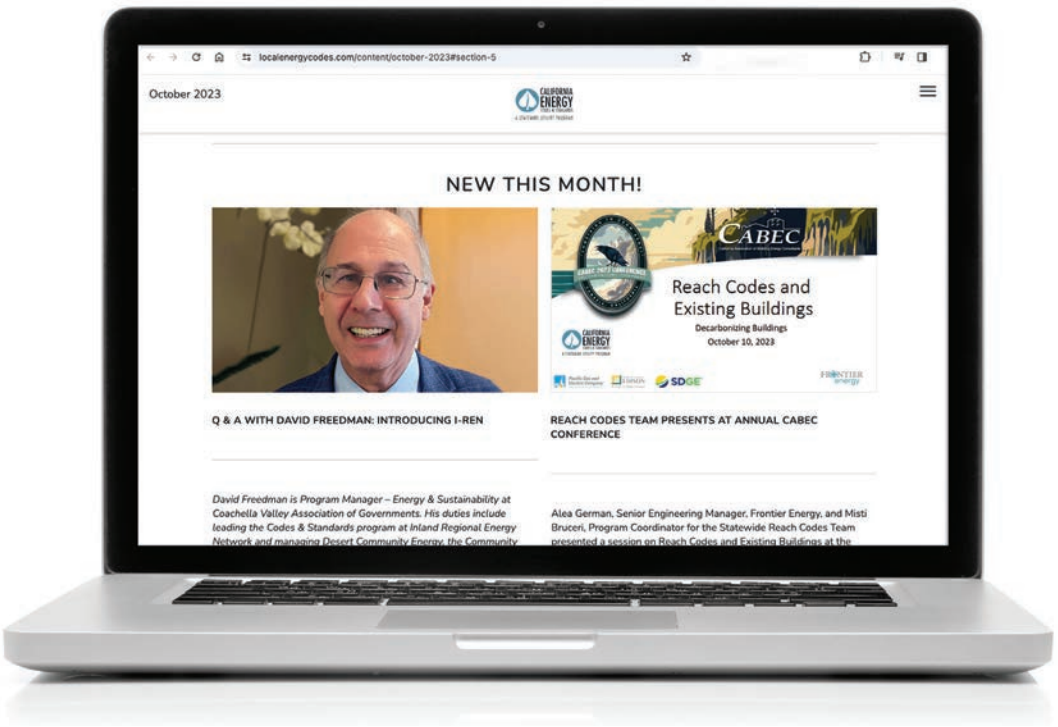
Reach Codes Support

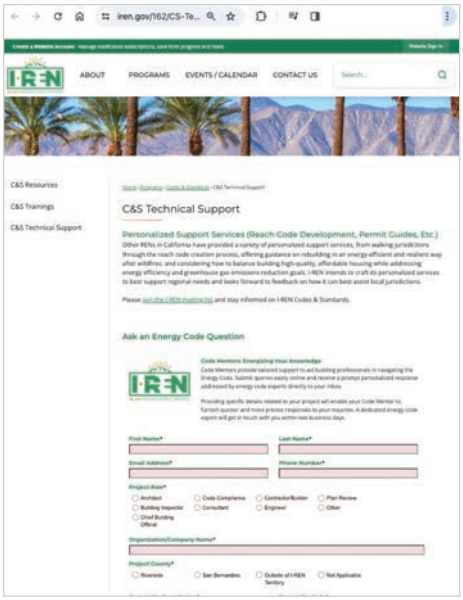
The Inland Empire is not typically seen as a leader in pushing its constituents beyond the required code minimums. However, the Market Assessment survey showed that half of jurisdiction respondents are open to developing Reach Codes, and the I-REN team aims to support them. In 2023, I-REN has supported Palm Springs with two in-progress Reach Code items:

- **Supporting the early adoption of 2025 Code Controlled Environment Horticulture (CEH) lighting efficiency measures.** A draft ordinance and findings have been completed. Although there are currently a reduced number of cannabis growers in Palm Springs, this can be a model ordinance for other areas in the region where there are more cannabis growers. In connection with this effort, I-REN provided comments on the text of the proposed measure to the Codes and Standards Enhancement (CASE) Team. The measure is included in the 2025 Code Pre-Rulemaking Express Terms released by the CEC in November 2023.

- **Supporting enhancing the existing home EE requirements**, based on an updated 2023 cost effectiveness study for home EE.

I-REN also participates in the monthly reach code activities on behalf of its constituents, and was featured in the statewide Reach Code News Brief monthly newsletter.





Codes Assistance

Based on feedback and interest from jurisdictions received during orientations and the market assessment survey, I-REN partnered with the SolarAPP+ team to host a webinar on using its software to meet Senate Bill (SB) 379 compliance requirements.

The webinar was I-REN's most-attended event in 2023.

I-REN soft-launched its "Ask an Energy Code Question" service in 2023. This service allows building industry members to request expert support on a specific code question and is in line with the 30% of private sector Market Assessment survey respondents who preferred to receive energy code expert support online. The goal of this service is to provide an easy way for public and private sector building professionals to access tailored support for codes assistance, while also building or strengthening relationships with the building industry.

Finally, I-REN worked with other RENs to customize a permitting guide on Heat Pump Water Heaters for the region. The resources were posted online for building industry use.

Research and Awareness-Building

In addition to hosting orientation meetings across the region, I-REN began developing materials to build awareness of C&S services. For example, rather than providing hard-copy flyers to permit desks, I-REN created and began working with jurisdictions to provide links to I-REN's website on their jurisdictions' permit pages—their "virtual permit desks." The team also began researching stakeholders to support outreach efforts and completing research into jurisdictions to better understand if they have existing Climate Action Plans and thus their potential readiness for more support.

OPPORTUNITIES IN 2024 AND BEYOND

In 2024, the C&S Technical Support program will continue building on the groundwork laid in 2023. In particular, the program aims to grow in three main areas:

- **CODES ASSISTANCE**
  Continue outreach to jurisdictions and stakeholders to generate interest and activity in the "Ask an Energy Code Question" service, providing building professionals with easy access to code expertise. Leverage the information from the Market Assessment survey to provide discrete services that fit jurisdiction needs, including developing permit guides and offering support for energy code compliance software needs.

- **REACH CODES**
  Continue to work with Palm Springs to provide Reach Codes support services. Follow up with jurisdictions that expressed interest in Reach Codes support in the Market Assessment survey and offer additional support with the Cost Effectiveness Explorer to help them identify reach code opportunities in their region.

- **TRAINING & EDUCATION**
  Continue outreach to jurisdictions to offer customized trainings upon request. Building on the success of the 2023 SolarAPP+ webinar, offer additional training around SB379 reporting compliance.

> *"I attended your online training and found your program very useful. Please send me additional information for my jurisdiction to consider adopting and using the program."*
>
> —Building Official, City of Coachella, following SolarAPP+ webinar

Workforce Education & Training

Through its WE&T cross-cutting sector programs, I-REN will serve as a vital link between workforce skills and training providers such as community colleges and employers to build a more robust market and increase the number of skilled EE contractors in the Inland Empire.

These activities will promote job market recovery and progress toward statewide goals regarding EE; air quality; and support for HTRs, DACs, and underserved, rural, and tribal communities. Both Senate Bill (SB) 350 and SB 535 prioritize these communities for initiatives to improve air quality, increase EE, and address economic conditions. SB 350 emphasizes workforce development and increased project penetration in underserved communities. I-REN has an opportunity to support these goals through its WE&T initiatives.

IREN–WET–001: WE&T Training and Education Program

PROGRAM DESCRIPTION

In its Training and Education Program, I-REN will assess the current training marketplace in the Inland Empire and work with local providers, including higher education providers, high schools, adult schools, and professional training companies to tailor content to be relevant to the region's needs and ensure that DACs are a focus. I-REN will collaborate with training providers to improve access to a broad spectrum of training opportunities in person, online, and in the field.

The Training and Education program creates a robust local network of training programs that increase capacity and knowledge related to EE in the building industry. I-REN focuses largely on entry-level offerings in Riverside and San Bernardino counties. I-REN and these offerings raise the value of EE training and career paths within high schools, community colleges, and universities; encouraging more people to enter an industry involving or relating to EE.

I-REN WE&T Training & Education Program Overview

COMMUNITY OUTREACH AND ENGAGEMENT
Help diverse job seekers find employment opportunities.

NO-COST TRAINING AND EDUCATION
Energy efficiency topics and trends.

WORKFORCE DEVELOPMENT ACTIVITIES
Create job pathways to local companies.

BENEFIT
Improve access to training opportunities in person, online, and in the field.

ACCOMPLISHMENTS IN 2023

Workforce Market Assessment

In 2023, I-REN explored bringing on a subject matter expert to conduct an energy-focused workforce assessment within the I-REN territory. This workforce assessment will identify the energy workforce resources and their jurisdictional scopes that currently exist within Riverside and San Bernardino counties. Given the large geographic area of the area, this assessment will also include a gap analysis of the resources and provide recommendations on the design, development, and deployment of future I-REN WE&T programs. This assessment will be completed in 2024.

I-REN WE&T Program and Partnership Exploration

- **EXPLORE** resources and potential partnerships for K-12, community colleges, and universities for energy career pathways.
- **CREATE** and provide job training, certifications, and innovations related to the energy field with industry stakeholders.
- **POTENTIAL** energy efficiency job fair.
- **CREATION** of an online virtual training learning center for energy efficiency.

OUTREACH AND PRESENTATIONS

Chino Valley Chamber of Commerce Workforce Roundtable

The Chino Valley Chamber of Commerce hosted a local workforce roundtable in September 2023. The purpose of this roundtable was to address the workforce issues and how they may be addressed in the region. I-REN attended this roundtable event, which provided the opportunity to connect with possible local community and education partners.

DOE HVAC Paths Program Forum

The PATHS: Career Pathways to Advance the Trades in HVAC Services forum structures workforce education and training to target HVAC career pathways. The goal of this forum was to seek the latest information about HVAC resources in the region and to hear a local perspective regarding the industry as it pertains to Riverside and San Bernardino counties. The I-REN team attended this forum in September 2023, and connected with potential Inland Empire community and education partners.

Foresight: Envisioning a Future–Ready Region Youth Action Project and Institute for the Future

I-REN staff were invited by Youth Action Project (YAP) to join local education and community leaders for the Foresight retreat in September 2023. This event was to address workforce issues and how they may be addressed in the Inland Empire region. This event played a unique role in I-REN's opportunity to provide outreach and network with local business and community leaders.

Inland Empire Desert Regional Consortium (IEDRC)

In December 2023, the I-REN staff led a breakout session presentation to discuss the current I-REN WE&T Program and the strategies to connect the educational providers and develop a market assessment to determine effective training methodologies for green job pathways. This event played a role in I-REN's opportunities to outreach and network with local educational providers in K-12 and the community college leaders.

FORMAL COLLABORATIONS AND PARTNERSHIPS

Science and Technology Education Partnership Conference

In 2023, The I-REN team entered a formal partnership with the Science and Technology Education Partnership Conference (STEP Con), which was established to bridge the skills gap

between the local K-12 students and high technology industry needs. The first of its kind in the region, this conference serves to ignite the imagination of thousands of students, so that they might pursue promising careers in high-technology fields. It also provides hands-on training to hundreds of K-12 teachers, ensuring that they have the latest tools to keep students competitive in the global marketplace.

Inland Empire/Desert Regional Consortium

The I-REN team entered a formal partnership with the Inland Empire/Desert Regional Consortium (IEDRC), a collective of workforce education and training providers led by the community colleges in Riverside and San Bernardino counties. The IEDRC partners include K-12, community college career and technical education and not-for-credit administrators, faculty, and staff. The IEDRC's projects and services support the work of not only community college and K-12 workforce stakeholders but extend to adult education, local workforce development boards, regional non-profit workforce entities, and others.

Local Government Sustainable Energy Coalition

The Local Government Sustainable Energy Coalition (LGSEC) is a statewide membership network representing local government interests related to EE, clean energy, and climate resilience to state regulatory agencies. Together, LGSEC members advance sustainable energy and climate solutions to meet California's decarbonization goals through knowledge exchange, targeted learning opportunities, and statewide collaboration. I-REN offers its member agencies a sponsored, one-year membership with the LGSEC. As of February 2024, I-REN has signed up 12 cities for LGSEC membership and encourages their participation in the energy policy landscape. Participating cities include the Cities of: Canyon Lake, Colton, Corona, Jurupa Valley, Lake Elsinore, Palm Springs, Rancho Cucamonga, San Jacinto, Temecula, Twentynine Palms, the County of Riverside, and the Town of Apple Valley.

OPPORTUNITIES IN 2024 AND BEYOND

Workforce Market Assessment (Implementation)

Based on proposals solicited in 2023, in early 2024, the I-REN team recommended three on-call providers to deliver a workforce market assessment, expected to be completed mid-2024. The goal of the market assessment is to guide the I-REN staff on recommendations for future training programs related to energy job pathways.

IREN–WET–002: WE&T Workforce Development Program

PROGRAM DESCRIPTION

I-REN will convene and collaborate with state, regional, and local stakeholders, including workforce investment boards (WIBs) and economic development departments to develop a unified mission around the region's EE workforce, highlighting pathways for job seekers to enter the green jobs market and to increase access for DACs. I-REN will facilitate identifying opportunities for employers and local workforce partners to network and connect.

With its governing agencies' existing networks of contractors and training providers, I-REN is well positioned to help bridge the gap between the energy industry and the workforce. I-REN is building partnerships with local community colleges, local universities, and local WIBs to establish a comprehensive network of WE&T offerings. I-REN also brings close connections with local government planning and building departments across the region. I-REN's proposed WE&T initiatives offer important opportunities for collaboration across other sectors through its work in the Public Sector and C&S—both of which are important drivers of EE and advanced energy activity and employment in the region.

ACCOMPLISHMENTS IN 2023

I–REN Energy Fellows

In 2023, the I-REN WE&T Program deployed a total of 11 I-REN Energy Fellows with member agencies. Historically, member agencies in the I-REN region have lacked the capacity to track, monitor, implement, and comply with various energy and environmental statewide goals and requirements. The I-REN Fellows address this barrier by supporting and filling organizational capacity needs related to EE project identification; and energy-building identification and benchmarking; climate/energy action planning; outreach of workforce, education, and training into the communities; and other sustainability initiatives.

I-REN WE&T Energy Fellowship Overview

- Partnership with CivicSpark and AmeriCorps Program
- Minimum of an Associate's degree
- Fellowship project examples: facility audits, billing rate analysis, community outreach, energy efficiency facility identification

Job Fairs

I-REN attended approximately 17 job fairs from September 2023 through November 2023. Through these job fairs, the I-REN team collected more than 200 interested job seeker slips and about 50 potential interested partner contacts. Some of these job fairs were conducted in partnership with Energy is Everything. I-REN has a system to collect interested job-seeker forms from prospective candidates. The information is compiled into a listserv. I-REN notifies the candidates who are registered in the listserv when the Energy Fellowship application is open, which may result in an Energy Fellow placement with a member agency.

17
Job fairs

200
Interested job seekers

50
Interested partner contacts

COLLABORATIONS AND PARTNERSHIPS

In 2023, the I-REN WE&T team met with more than 20 community partners, including the following:

- Associated Builders and Contractors (ABC) Inland Empire Branch
- Barstow Community College
- California Baptist University
- CSUSB
- Chino Valley Chamber of Commerce
- CivicWell Climate Adaptation Forum
- Construction Trades Workforce Initiative (CTWI)
- Energy Code Ace
- Goodwill Career Resources Inland Empire
- Inland Empire Community Colleges Job Developers
- Inland Empire Desert Regional Consortium
- James Irvine Foundation
- Launch Apprenticeship Network
- Local Employment Development Department Veterans Division
- Mount San Jacinto College
- Riverside City College (RCC) Guardian scholars
- Riverside County Office of Education (RCOE)
- San Bernardino City Unified School District
- San Bernardino County Superintendent of Schools (SBCSS)
- San Gorgonio High School (Jobs 4 California Graduates)
- Southern California energy Innovation Network
- Time for Change Foundation
- Tomorrow's Talent
- Youth Action Project

OPPORTUNITIES IN 2024 AND BEYOND

In 2024, the I-REN WE&T Team plans to provide additional training and resource opportunities for the I-REN Energy Fellows such as:

- Planned networking events
- Learning resource opportunities

Other planned 2024 events:

March 2024 Energy & Infrastructure Showcase planned in partnership with IEDRC

The purpose of the event is to be a one-stop energy workforce ecosystem that will bring together Inland Empire community colleges, local agency staff, workforce organizations who will focus on the issues, barriers and resources to help connect, identify, and have conversations to determine training opportunities that will help to develop a green energy pathway for job seekers in the region.

California Climate and Energy Collaborative Forum

The 15th Annual California Climate and Energy Collaborative (CCEC) Forum will be hosted in I-REN territory for two days in Palm Springs and will bring together local leaders in energy and climate actions for in-depth conversations between local and regional governments, and their partners in State agencies, CBOs, NGOs, and private sector service providers. The strong connections and partnerships fostered together through the forum provide a pivotal opportunity to cultivate climate action toward its full potential. The 2024 theme of "Collective Innovation: Cultivating Collaboration for Equitable Climate Action," aligns with I-REN's commitments to equity and cooperation among energy and climate stakeholders in the region and will explore innovative ideas and best practices for collaboration, increasing accessibility for DAC, and implementing climate action across sectors.

03. Energy Savings

I-REN's Public Sector Resource Program began its program design and launch phase in 2023 and anticipates project activities beginning in 2024; therefore, there are no 2023 energy savings to report.

SAN BERNARDINO

04. Savings by End Use

I-REN's Public Sector Resource Program began its program design and launch phase in 2023 and anticipates project activities beginning in 2024; therefore, there are no 2023 energy savings by end use to report.

05. — Environmental Impacts

I-REN's Public Sector resource program began its program design and launch phase in 2023 and anticipates project activities beginning in 2024; therefore, there are no 2023 environmental impacts generated by the CPUC Cost-effectiveness Tool (CET).

06. Expenditures

I-REN's forecasted expenditures for 2023 are shown in the table below.

I-REN 2023 Budget Forecast

PROGRAM ID	PROGRAM NAME	2023 BUDGET FORECAST
IREN-PUBL-001	Technical Assistance and Strategic Energy Planning Program	$2,731,225
IREN-PUBL-002	Public Buildings NMEC Program	$1,976,462
IREN-CS-001	C&S Training and Education Program	$853,749
IREN-CS-002	Technical Support Program	$616,590
IREN-WET-001	WE&T Training and Education Program	$648,258
IREN-WET-002	Workforce Development Program	$686,357
Program Subtotal		$7,512,641
EM&V		–
Total I-REN 2023 Budget Forecast		$7,512,641

I-REN expenditures in 2023 are shown below.

I-REN 2023 Actuals

PROGRAM ID	ADMIN	MARKETING & OUTREACH	DIRECT IMPLEMENTATION	TOTAL
IREN-PUBL-001	$205,604	$23,264	$1,374,976	$1,603,844
IREN-PUBL-002	$98,066	$15,774	$832,329	$946,169
IREN-CS-001	$46,193	$19,323	$633,623	$699,139
IREN-CS-002	$50,563	$14,137	$474,854	$539,554
IREN-WET-001	$62,264	$14,029	$582,942	$659,235
IREN-WET-002	$57,356	$14,029	$577,534	$648,919
IREN-EMV-001	–	–	–	–
I-REN Total				$5,096,860

07.

Cost-Effectiveness

REN PAs are exempt from cost-effectiveness thresholds, as recently reaffirmed in D.21-05-031.[4] However, I-REN manages its portfolio "with an eye toward long-term cost-effectiveness" as encouraged by CPUC,[5] as a good steward of ratepayer dollars.

[4] D.21-05-031 Conclusion of Law 8 at 75: "Program administrators, with the exception of RENs, should be required to ensure that their energy efficiency resource acquisition programs exceed a 1.0 TRC on a forecasted basis, in order for the Commission to approve the programs."

[5] D.16-08-019 at 12.

08. Metrics

Unique Value Metrics

D.19-12-021 directed proponent RENs to ...

"...demonstrate new and unique value toward California's energy, climate, and equity goals"[6]

...and then file their progress toward their proposed unique value metrics once they were approved and operating. Accordingly, I-REN described its unique value proposition and value metric concepts in its Business Plan. I-REN's Business Plan is based on a foundational Strategic Framework that establishes I-REN's mission, vision, goals, and strategies, to be accomplished with various tactics as detailed in the business plan. Each of these verticals connects to I-REN's value proposition and informed I-REN's initial value metrics concepts proposed in the Business Plan:

1. BUILDING local government capacity to implement EE upgrades for municipal buildings and for improving code compliance.

2. SUPPORTING economic sustainability and a strong local workforce by connecting effective and equitable opportunities for local EE training and demand for EE upgrades.

3. ESTABLISHING long-lasting, scalable tools through the BUC that can be used in every city in the region for purposes including but not limited to sharing timely and accurate EE information, identifying rebates and incentives available through any PA's programs, and helping to explain financing resources.

[6] D.19-12-021 Conclusion of Law 9.

I-REN Business Plan Strategic Framework

I-REN MISSION

To actively participate in California's Clean Energy initiatives and build a stronger clean energy economy and community.

OUR VISION

To connect residents, businesses, and local governments to a wide range of energy efficiency resources to increase energy savings and equitable access throughout San Bernardino and Riverside Counties.

GOALS AND STRATEGIES

GOAL 1: Build capacity and knowledge to enable local governments to effectively leverage energy efficiency services and to demonstrate best practices.

GOAL 2: Ensure that there is a trained workforce to support and realize energy efficiency savings goals across sectors.

GOAL 3: Work closely with local building departments and the building industry to support, train, and enable long-term streamlining of energy ode compliance.

In 2023, I-REN undertook a process to hone these concepts into measurable REN Unique Value Metrics (UVMs). I-REN reviewed each unique value concept and identified a range of measurable and unique outcomes related to each concept. From these ideas, I-REN prioritized identifying a metric for each sector based on the following criteria:

- Metrics that indicate I-REN's unique value and were distinct from existing metrics
- Metrics for which methodology can be readily clarified
- Metrics for outcomes that can be measured sooner rather than later, based on program activity launch timelines

The selected I-REN UVMs are shown below. Metric concepts not immediately selected as UVMs may be further developed for tracking as internal key performance indicators that could eventually be used as UVMs in the future.

I-REN Unique Value Metrics

Percentage of partner jurisdictions that use I-REN guides and tools for code compliance

Codes & Standards

One of I-REN's key unique strengths is its relationships with local governments through the founding agencies' work as councils/associations of governments. This metric is intended to show I-REN's progress on leveraging those relationships to engage with jurisdictions on C&S permitting and code compliance.

Number of BUC registrations in partner jurisdictions (total users)

Public Sector

BUC registration is the entry point to accessing I-REN technical assistance services—the BUC portal allows for exploring possible savings opportunities for projects that public sector program participants could pursue via I-REN NMEC program and/or other PAs' programs; BUC also offers ability to establish and maintain ongoing relationships and associated data.

Number of fellows placed within partner jurisdictions

Workforce Education & Training

I-REN fellowships are a crucial quick-start activity for WE&T and also provide cross-cutting benefits for Public Sector and C&S. Fellows play a role as EE champions at local jurisdictions to help advance EE projects in coordination with I-REN Public Sector technical assistance, such as benchmarking or strategic energy planning, and can supplement staff capacity to take on NMEC or other incentive projects and support permitting and code compliance with I-REN C&S support.

As part of the evaluation of RENs in 2023, the Commission's evaluators conducted an assessment of I-REN's evaluability. This assessment examined I-REN's initial value concepts from the Business Plan and their connection to I-REN's strategic framework, the process I-REN undertook for evolving its value concepts into UVMs as outlined above, and the selected UVMs and data collected to date.

In the resulting Draft Inland Regional Energy Network Evaluability Memo,[7] the evaluation team found that I-REN's UVMs demonstrate its core values and are quantifiable and easily understandable. Moreover, the evaluation team recommended that future RENs adopt a similar approach to the process that I-REN took to develop its value concepts into measurable UVMs, by aligning UVMs with core REN values, distinguishing the UVMs from other existing metrics, and proposing a limited initial set of UVMs that can grow over time as needed.

Equity and Market Support Indicators

D.23-06-055 adopted objectives and indicators for the market support and equity segments and designated how often indicators should be reported (quarterly or annually) and at what level (segment or whole portfolio). The decision also directed PAs to jointly submit a Tier 2 advice letter by no later than May 1, 2024, clarifying all of the adopted indicators. CAEECC subsequently formed an Equity and Market Support Working Group (EMSWG) charged with bringing together PAs and other stakeholders to address this and other topics in D.23-06-055. The EMSWG began convening in November 2023 and I-REN has been an active participant in all EMSWG meetings to date, has completed the homework assignments requested of PAs, and has responded to surveys and requests for feedback from EMSWG facilitators. I-REN is also an active participant in the parallel effort among the PAs to jointly develop other aspects of the May 1, 2024, advice letter.

D.18–05–041 Common Metrics

In addition to clarifying the adopted equity and market support indicators, D.23-06-055 also ordered PAs to examine the metrics and indicators adopted in D.18-05-041. The first of several PA Common Metrics Meetings was held in December 2023. I-REN has been an active participant in those meetings and completed the assigned homework to review all common metrics and provide input regarding potential modifications. Any modifications recommended by the PAs will be included in the May 1, 2024, joint advice letter, along with clarifications of equity and market support indicators, as mentioned above.

[7] *California Public Utilities Commission Draft Inland Regional Energy Network Evaluability Memo. CPUC Deliverable 22: Year 4 Evaluation of RENs.* Opinion Dynamics, Tierra Resource Consultants. October 27, 2023.

09.

Commitments

I-REN does not currently have customer commitments in the form of reserved incentive payments. However, I-REN has planned and budgeted for funds to be committed to numerous activities to support its portfolio in 2024 and beyond, including contracts with implementers, consultants, and vendors.

INLAND REGIONAL ENERGY NETWORK

ITEM 9i

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Dust Mitigation Efforts at the Salton Sea**

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

Recommendation: Information

Background: At its April 2024 meeting, the Energy & Sustainability Committee received an update regarding lithium extraction activities that are underway at the Salton Sea. As part of the committee's continued interest, members also requested staff work with partners to bring forth information on activities related to dust mitigation.

Decreased water inflows to the Salton Sea pose significant environmental and public health risks to the region. As the sea receives less water, water levels will decline, increasing the salinity of Sea. In effect, habitat for species will be negatively impacted, especially for avian species who rely on the sea for nesting and roosting as they travel along the Pacific Flyway. Decreased water levels increase the amount of dry lakebed exposure or playa, increasing fugitive dust emissions and worsening air quality which can negatively impact sensitive and vulnerable populations in the area. The Imperial Valley already has some of the highest childhood asthma rates in the state. As an area in non-attainment for PM 10, playa exposure resulting from the shrinking Salton Sea will exacerbate air quality concerns, which have already worsened due to drying sediment that deposited across the Coachella Valley due to Tropical Storm Hilary in August 2023.

The major contributor to declining water levels at the Salton Sea is due to the Quantification Settlement Agreement (QSA), a water transfer agreement amongst Southern California agencies. This agreement was designed to bring California into its authorized allocation of Colorado River Water while addressing growing urban demand for water. To do this, in 2003, the QSA was signed between the Imperial Irrigation District (IID), Coachella Valley Water District (CVWD), Metropolitan Water District of Southern California and San Diego County Water Authority to define rights to a portion of Colorado River water for each entity.

The QSA came in response to California consistently using more than its annual Colorado River entitlement of 4.4 million acre-feet. To reduce its reliance on the river, California agreed to a water transfer of as much as 200,000 acre-feet a year from the water-rich Imperial Valley to coastal San Diego for up to 75 years. Also, a transfer of 105,000 acre-feet annually between IID and Metropolitan and a transfer of as much as 103,000 acre-feet annually between IID and the Coachella Valley Water District. Ultimately, this became the largest agricultural to urban water transfer in the United States. With less water to farm in Imperial, there was less run-off water

flowing into the Salton Sea, causing air quality issues due to dry lakebed exposure and habitat loss for over 400 avian species on the Pacific Flyway.

As part of the QSA water transfer permits, IID is required to develop and implement an air quality mitigation plan for dust control on the Salton Sea playa. This effort is part of the Salton Sea Air Quality Mitigation Program (SSAQMP), which was adopted by the IID July 2016. The program aims to provide a comprehensive, science-based approach for dust mitigation and includes steps to characterize the emissions potential of the exposed playa, as well as options to proactively decrease or prevent fugitive dust emissions. Per the IID, at the end of 2022, data showed that 30,569 acres of Salton Sea play that were previously under water were exposed. By the end of 2023, 33,311 acres of playa were exposed – which is an increase of 2,742 acres in a single year. The collection of exposed playa data is critical to identifying emission sources, which helps determine prioritization of dust mitigation projects.

Jessica Humes, IID's Senior Environmental Project Manager, attended the May meeting of the Energy & Sustainability Committee to provide the members with additional information regarding dust mitigation projects at the Salton Sea. Additional information regarding the SSAQMP can be found at www.iid.com/airquality and updates on projects at the Salton Sea can be found at projects.saltonsea.ca.gov.

Fiscal Analysis: There is no cost to CVAG for this informational update.

ITEM 9j

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Alan Seman Bus Pass Program – 2023 Annual Report**

Contact: Stephanie Shambow, Program Specialist II (sshambow@cvag.org)

Recommendation: Information

Background: Since 2007, CVAG has provided a bus pass program that works in conjunction with non-profit agencies throughout the Coachella Valley to ensure homeless or near homeless individuals can get access to case management services, employment opportunities and medical care. The program is named in honor of Alan Seman, a longtime Rancho Mirage Councilmember and member of CVAG's Homelessness Committee who was a strong advocate for the program.

Throughout 2023, CVAG staff worked with agencies that receive passes through the Alan Seman Bus Pass program to better track how they are being used. This includes providing passes to the following organizations serving people who are homeless, or at risk of being homeless: Catholic Charites; Palm Desert's City-led homelessness services; Coachella Valley Rescue Mission; CVAG's CV Housing First; Desert Hot Springs Family Resource Center; Jewish Family Services of San Diego; Mama's House; Martha's Village and Kitchen; Mecca Family & Farmworker's Service Center; Mizell Center; Safe House of the Desert; and Well in the Desert.

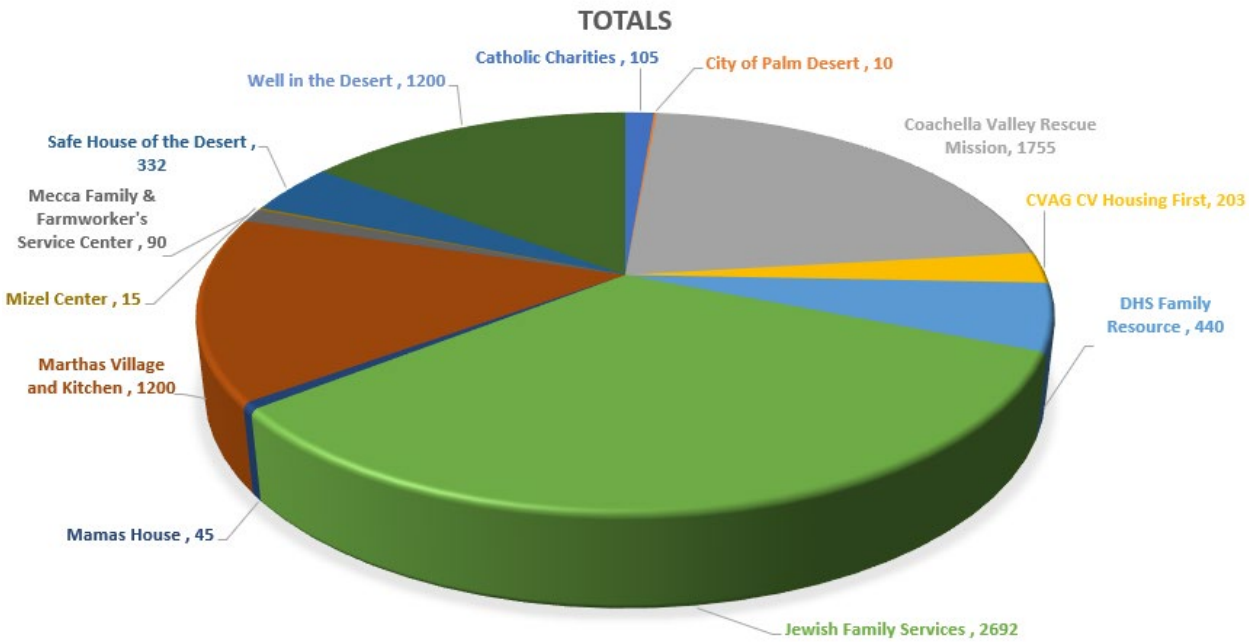
CVAG staff annually provides a report to its committees to show how the passes are distributed. Because CVAG had transitioned to a new electronic tracking system, this annual report was not finalized when the Homelessness Committee met in February but was provided when the Committee met in May.

A total of 8,087 passes were distributed in 2023, including single day passes for adults, youth, and seniors. CVAG utilizes 31-day passes for CV Housing First clients who will be in crisis stabilization units, usually for an average of 90 days. These bus passes allow clients to search for housing, address outstanding legal issues, get to school and have transportation to mental health facilities.

Fiscal Analysis: The Alan Seman Bus Pass Program is funded through $3,000 contributions that CVAG member cities contribute annually.

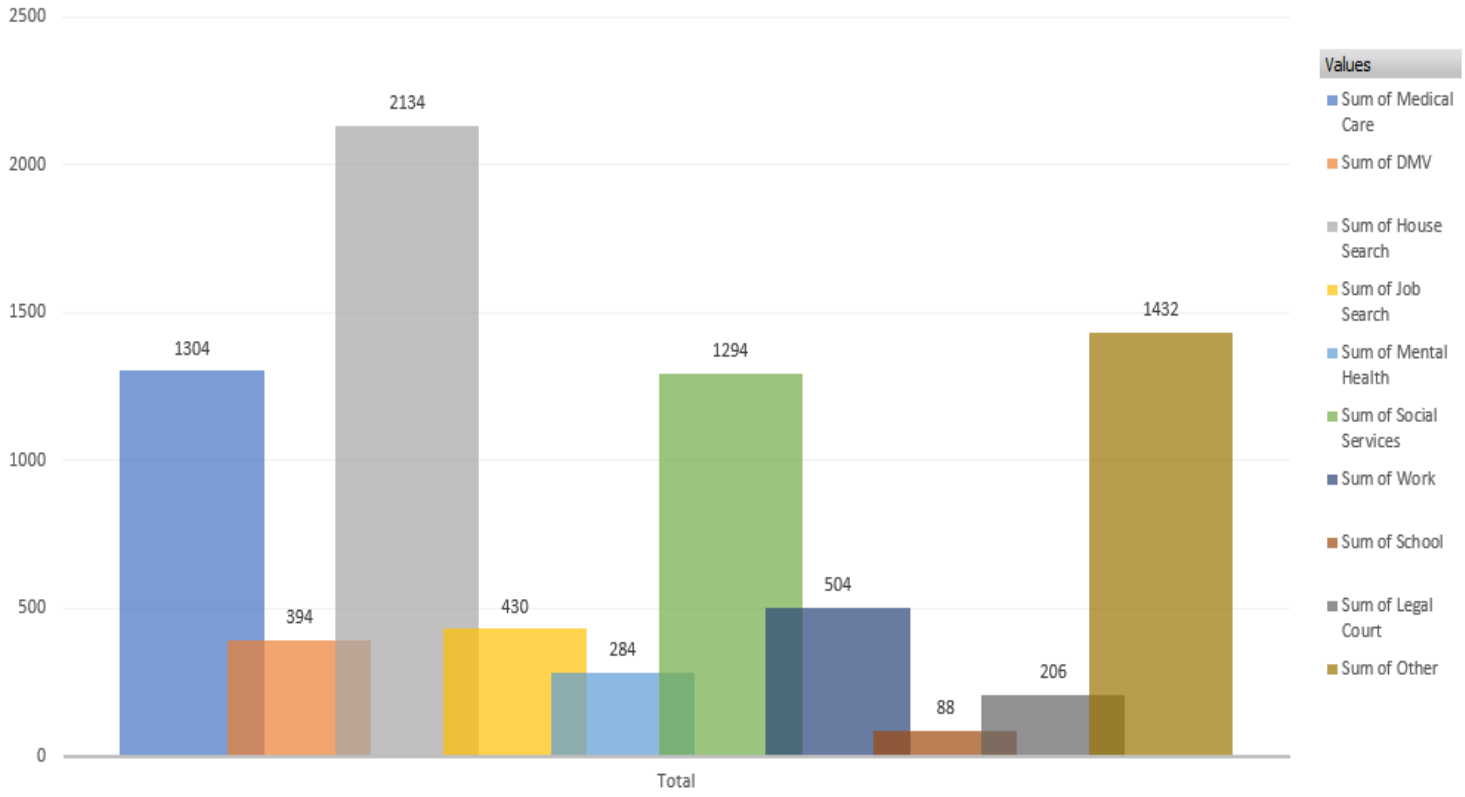
Attachment: 2023 Bus Pass Report

Totals Passes Used by Agencies



Agency	Adult Day Passes	Senior Day Passes	31-Day Adult Passes	31-Day Senior Passes	Totals
Catholic Charities	105	0	0	0	105
City of Palm Desert	10	0	0	0	10
Coachella Valley Rescue Mission	1540	215	0	0	1755
CVAG CV Housing First	0	0	203	0	203
DHS Family Resource Center	419	21	0	0	440
Jewish Family Services	1600	1092	0	0	2692
Mama’s House	45	0	0	0	45
Martha’s Village and Kitchen	1200	0	0	0	1200
Mecca Family & Farmworkers Service Center	85	5	0	0	90
Mizell Center	13	2	0	0	15
Safe House of the Desert	332	0	0	0	332
Well in the Desert	1200	0	0	0	1200
Totals	6549	1335	203	0	8087

Top Uses of Bus Passes



ITEM 9k

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Lift to Rise Action Plan Update**

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

Recommendation: **Information**

Background: Lift to Rise is a collective impact nonprofit that set a goal of bringing an additional 10,000 affordable housing units online by 2028 CVAG has previously partnered with Lift to Rise through the state-funded Regional Early Action Planning (REAP) program, where $304,000 in funding coming to CVAG benefitted Lift to Rise's Catalyst Initiative and Housing Catalyst Fund. The REAP project wrapped in 2022. At the time, the Fund has catalyzed over 500 units across four Coachella Valley communities, deployed $3.5 million in loan funding, and leveraged an additional $2 million from the County of Riverside.

To achieve its mission, Lift to Rise has since 2018 released two-year action plans that have addressed both housing stability and economic mobility. The plans are updated based on input from public and private partners and extensive community engagement led by Lift's Housing Collaborative Action Network (CAN).

The 2024-2026 Action Plan was released May 15. Heather Vaikona, Lift to Rise's President/CEO, attended the May meeting of the Homelessness Committee to kick off a series of presentations that highlight the goals and strategic steps that are anticipated over the next two years.

Fiscal Analysis: This information item has no additional cost to CVAG.

Attachment:
Lift to Rise's Action Plan for 2024-2026: https://lifttorise.org/action-plan-2024-2026/

ITEM 9I

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Update on Coachella Valley Rescue Mission's Future Plans**

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

Recommendation: Information

Background: The Coachella Valley Rescue Mission (CVRM) has been serving the Coachella Valley's homeless population since opening its doors in 1971. The program offers a range of services, including street outreach, meal distribution and emergency shelter for about 300 men, women and children. CVRM and CVAG have been longtime partners, with CVRM holding an ex officio membership on the Homelessness Committee and its clients benefitting from the Alan Seman Bus Pass program.

Indio-based CVRM is now expanding its footprint, and Executive Director Darla Burkett provided an update on two capital projects to the Homelessness Committee in May. The first is a self-standing commercial laundry facility opening this summer that will be used for clients' needs and as a training facility for job training. The second is a 4,000-square foot women and children's shelter that will add 60 more beds. CVRM, which has been aiming to raise $2.2 million for the construction, expects the shelter to be complete in mid-2025.

Fiscal Analysis: There is no cost to CVAG for this informational update.

ITEM 10b

Coachella Valley Association of Governments
Executive Committee
June 3, 2024

STAFF REPORT

Subject: **Recap of CVAG's Legislative Advocacy Efforts**

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

Recommendation: Information

Background: CVAG staff and lobbying team, the Politico Group, have continued to monitor and engage on legislative and budget related issues before the State Legislature. As reported in the prior update to the Committee, the State continues to work to address the budget deficit and balance state, regional and local priorities. Also, in the month of May, the legislature continued to advance work on the budget as well as meet house of origin deadlines.

Budget Update

On Friday, May 10, Governor Newsom unveiled the Administration's proposed changes to the Fiscal Year 2024-25 budget. The May Revision addresses a budget gap that has expanded by $7 billion due to lower-than-anticipated revenues since the January budget proposal. Initially, the January budget outlined a $37.9 billion shortfall, partially mitigated by the Legislature's approval of the $17.3 billion "early action budget package" in April. This left a remaining budget deficit of $27.6 billion after accounting for reduced revenues. To close the additional budget shortfall, the Administration is proposing additional budget solutions in the amount of $8.2 billion FY 2024-25 and additional budget solutions in the amount of $28.4 billion for FY 2025-26. Specifically in 2024-25, the revised budget proposes $10.7 billion in new reductions, $2 billion in new borrowing, $520 million in new delays, and $3.9 billion in new fund shifts. These items are offset by an $8.9 billion reduction in use of reserves, which the Administration now proposes to draw down from the Budget Stabilization Account in 2025-26.

The May Revision proposes several budget solutions in the energy, transportation, housing, labor, and local government areas, including:

- Housing Programs**:** Approximately $700 million in additional housing and homelessness-related General Fund reductions. While the Regional Early Action Planning Grants Program of 2021 (REAP 2.0) was spared from further cuts, these additional reductions leave few General Fund dollars on the table within the housing and homelessness space that could potentially be redirected to restore REAP 2.0. Staff continues to track this as there were $19.4 million in awarded funds in the Coachella Valley under this program.

- Active Transportation**:** Reduces $300 million in 2025-26 and $99 million in 2026-27 General Fund for the Active Transportation Program (ATP) in addition to the $200 million reduction in the Governor's Budget.

- Transit: Shifts an additional $555.1 million General Fund to Greenhouse Gas Reduction Fund (GGRF) for a total of $1.3 billion in fund shifts for transit. The May Revise reduces $148 million in unused Competitive Transit and Intercity Rail Capital Program (TIRCP). The May Revise states that the fund shifts are not expected to have any program impact and that the May Revise maintains $4 billion for the Formula TIRCP and $1.1 billion for the Zero Emission Transit Capital Program.

- Grade Separations: Reduces $350 million General Fund for the Grade Separations Program, which will impact the projects programed in July 2023.

- Highways to Boulevards**:** Reduces $75 million General Fund to the Highways to Boulevards Program. The May Revise maintains $75 million total for the program from GGRF.

- Homeless Housing, Assistance, and Prevention (HHAP) Round 5 Grant Program: reduces $260 million one-time in 2025-26 for HHAP Round 5 supplemental grant funding.

- Multifamily Housing Program: Eliminates the remaining $75 million in 2023-24 in addition to the $250 million proposed in the Governor's Budget.

The May Revision also proposes several budget solutions in the resources, environment, and capital outlay areas, including:

- Cap and Trade Fund Shifts: Shifts $1.7 billion General Fund to the Greenhouse Gas Reduction Fund (GGRF) in 2024-25 for various climate programs. In total, the May Revision proposes to shift $3.6 billion General Fund to GGRF over five years.

- Water Storage: Reduces $500 million one-time in 2025-26 to support water storage facilities.

- Outdoor Equity Grants: Reduces $50 million one-time in 2023-24 for outdoor environmental education and access programs administered through the Outdoor Equity Grants Program. The May Revise maintains $40 million for the program in total.

- Vulnerable Community Toxic Clean-Up: Reduces $136 million in 2023-24 for the Department of Toxic Substances Control's Cleanup in Vulnerable Communities Initiative Program. The May Revise, through a GGRF fund shift, maintains $65 million for the program.

- Habitat Conservation Fund: Reverts $45 million one-time in 2023-24 and reduces $20 million ongoing starting in 2024-25 for the Habitat Conservation Fund by accelerating the sunset date which is currently scheduled for 2023.

- Air Pollution Control Fund Loan: Provides a loan of $300 million from the fund balance in the Air Pollution Control Fund to the General Fund.

The Governor's May Revision continues to characterize the budget problem differently than recent estimates from the Legislative Analyst's Office, with key differences in shortfall estimates attributed to about $13 billion in differences in revenue projections and $15 billion in differences in assumptions about K-14 education funding.

Budget sub-committees in both houses met during the month of May. The Assembly Budget Committee aims to adopt the 2024 Budget Package by May 30, 2024. The budget bill must be passed by midnight on June 15, 2024. CVAG staff and the Politico Group will continue to monitor and advocate for funding for programs that are important to CVAG and its members agencies. A full report of the budget outcomes will be provided to the committee after the budget is adopted.

Legislation

CVAG staff and Politico Group also continue to monitor legislation that may impact the operations of CVAG and its member agencies. Specifically, CVAG staff submitted a letter in opposition to AB 2535 by Assemblymember Bonta. AB 2535 is a continued effort to restrict use of transportation funds by incorporating environmental and housing goals of the State as conditions for how transportation funds can be used. If approved, AB 2535 would require the Department of Housing and Community Development and the California Air Resources Board to provide guidance for the programming of projects receiving funds under Trade Corridor Enhancement Program. This broad approach to transportation funding sets a negative precedent for conditioning transportation funds, especially for the Coachella Valley which needs increased transportation capacity.

Regarding virtual meetings, AB 817 by Assemblymember Pacheco would provide a narrow exemption under the Ralph M. Brown Act for non-decision-making legislative bodies that do not take final action to meet virtually without having to post agendas at each teleconference location, identify each location, and make each teleconference location accessible to the public, and require at least a quorum of the members of the body to participate from locations within the jurisdictional boundaries of the respective agency. This would be allowed until January 1, 2026. CVAG staff sent a support letter for this bill, which has been referred to the Senate Local Government committee. It passed the Assembly with a 54-8 vote.

To support efforts related to Dillon Road Bridge, CVAG also sent a support letter for AB 2261 by Assemblymember Eduardo Garcia. This bill, which is sponsored by the Twenty-Nine Palms Band of Mission Indians, would clarify that Tribal Nations are eligible to receive federal funds and be lead on transportation projects. This bill specifically addresses ambiguity amongst Caltrans staff regarding the ability for tribes to enter into Master Agreements to receive federal funds through the state for transportation projects on tribal land. This bill passed out of the Assembly on May 2 with a 73-0 vote and has been referred to the Senate Transportation Committee, which will hear the bill on May 28.

Legislators had until May 24 for each house to pass bills introduced in that house. Politico Group, in coordination with CVAG, will continue to monitor legislation pertinent to CVAG as bills move over to second house.

Fiscal Analysis: There is no cost to this information item. Legislative advocacy efforts are covered under existing staff time and CVAG's lobbying contract.