



EXECUTIVE COMMITTEE AGENDA

**MONDAY, SEPTEMBER 29, 2025
4:30 p.m.**

**Coachella Valley Water District
Steve Robbins Administration Building Training Room
75515 Hovley Lane East
Palm Desert, CA 92260**

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

**Blythe City Hall
235 N Broadway, Room A
Blythe, CA 92225**

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

<https://us02web.zoom.us/j/89953510275?pwd=Rwaww5lZAe1myDOgr4lUaAT6cQgXQH.1>

**Dial In: + 1 669 900 9128
Webinar ID: 899 5351 0275
Password: 749184**

Public Comment is encouraged to be emailed to the Executive Committee prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Members of the public joining the meeting by Zoom can also provide comment by using the “raise hand” feature of hitting *9 on the phone keypad.

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

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

1. **CALL TO ORDER** – Chair V. Manuel Perez, Supervisor, County of Riverside

2. **ROLL CALL**

A. **Member Roster**

P6

3. **PLEDGE OF ALLEGIANCE**

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

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

6. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

7. **CONSENT CALENDAR**

A. **Approve the minutes of the June 30, 2025, Executive Committee Meeting**

P7

B. **Ratify the execution and filing of a Notice of Completion for the CV Link Community Connector project in the City of Coachella**

P15

C. **Authorize the Executive Director to execute Amendment No. 2 with Magaña Consulting Services LLC. for work related to CV Link and other transportation projects, extending the contract through December 2028 with an optional two additional years, at a total not-to-exceed annual amount of \$173,000**

P19

D. **Authorize the Executive Director to take the necessary steps to execute a fiber use license agreement and a broadband co-location license agreement with the City of Indio; and to execute similar agreements with other jurisdictions should the opportunities arise**

P25

- | | | |
|----|---|-------------|
| E. | Authorize the Executive Director to execute Amendment No. 16 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$148,000 | P55 |
| F. | Authorize the Executive Director to spend an additional \$100,000 on flagging services and associated work related to CV Link under Union Pacific Railroad in the City of Indio | P61 |
| G. | Authorize the Executive Director to execute a services contract with Dokken Engineering, not to exceed \$130,000, to conduct alternative analysis, conceptual planning, and provide grant application support for the CV Link Desert Hot Springs extension connection project | P63 |
| H. | Authorize the Executive Director to take the necessary steps to accept \$40,000 from the Colmac Air Quality Enhancement Fund Grant Program for the region's Landscape Certification Program, including executing the required agreement with the County of Riverside | P111 |
| I. | Receive and file the quarterly report for the CV Housing First program, representing clients served in the second quarter of 2025 | P113 |
| J. | Authorize the Executive Director to execute an additional agreement with Euna Solutions for an amount not to exceed \$29,500 for one-time services related to configuring the budget software with CVAG's new chart of account structure as part of the Enterprise Resource Planning system implementation | P116 |

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

8. DISCUSSION / ACTION

- | | | |
|----|---|-------------|
| A. | Rollout of the Shade Trees for Southern California Deserts Program – Emmanuel Martinez | P117 |
|----|---|-------------|

Recommendation: Information

- | | | |
|----|---|-------------|
| B. | Contract Amendment for CV Sync Phase II Construction Management – Mark Lancaster | P119 |
|----|---|-------------|

Recommendation: Authorize the Executive Director to execute Amendment No. 3 to the agreement with TKE Engineering, Inc. for an additional not-to-exceed amount of \$1,650,000 through September 2026 for construction management services related to CV Sync Phase II

- | | | |
|----|--|-------------|
| C. | CalSTA Secretary Toks Omishakin's Statewide Efforts to Improve Safety and Implications for Varner Road – Jonathan Hoy | P128 |
|----|--|-------------|

Recommendation: Authorize the Executive Director to take any necessary steps to

coordinate with state agencies to expedite improvements along Varner Road, including entering agreements and submitting funding applications

- D. CV Link Improvements connecting to the Avenue 44 Bridge in the City of Indio – Jonathan Hoy** **P130**

Recommendation: Authorize the Executive Director to finalize and execute a construction contract with Ortiz Enterprises, Inc., in an amount not to exceed \$3,000,000 for CV Link improvements connecting to the Avenue 44 Bridge in the City of Indio

- E. Designation of 2026 State Transportation Improvement Program Funds – Jonathan Hoy** **P137**

Recommendation: Authorize the Executive Director to recommend to Riverside County Transportation Commission (RCTC) that it designate an estimated \$6,057,420 in available 2026 State Transportation Improvement Program (STIP) funding to the CV Sync regional signal synchronization program for Phase IV in Rancho Mirage

- F. Cash Flow Analysis for Regional Transportation Projects – Jonathan Hoy** **P139**

Recommendation: Direct the Executive Director to further analyze policy changes to address short-term and long-term cash flow considerations, including options for reducing regional costs and increasing regional revenue

9. INFORMATION

- a) Executive Committee Attendance **P144**
- b) Regional Transportation Project Status Report **P145**
- c) New location of CVAG's public meetings **P146**
- d) Update on annual contributions to the CV Housing First Program **P148**
- e) Caltrans flyer on upcoming maintenance for bridges along Interstate 10 **P150**
- f) Transportation Project Prioritization Study (TPPS) Status Update **P151**
- g) Regional Signal Synchronization and CV Sync's Public Safety Benefits **P154**
- h) Countywide Immigration Resources **P156**
- i) Countywide policy to address homeless encampments **P161**
- j) Data trends on housing placements for homeless clients **P195**

- k) Efforts to Address Reoccurring 911 Outages in the Coachella Valley P196
- l) Information on First Public Hydrogen Authority Municipal Hydrogen Utility P197
- m) Coachella Valley Power Agency Update P198
- n) Used Oil Recycling Annual Report P200
- o) Inland Regional Energy Network's Business Plan and Executive Committee Update P205

10. LEGISLATIVE ITEMS –

- a) Update from the League of California Cities – Jesse Ramirez, Regional Affairs Manager, Riverside County Division
- b) Recap of CVAG's Legislative Advocacy Efforts – Emmanuel Martinez P207

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

12. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, December 1, 2025, at 4:30 p.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

13. ADJOURNMENT

ITEM 2A**EXECUTIVE COMMITTEE****2025-2026 ROSTER**

Jurisdiction	Members
City of Rancho Mirage, Past Chair	Ted Weill Mayor
City of Desert Hot Springs	Scott Matas Mayor
City of Coachella	Steven Hernandez Mayor
City of Palm Springs	Ron deHarte Mayor
City of Indio	Glenn Miller Mayor
Twenty-Nine Palms Band of Mission Indians	Darrell Mike Tribal Chair
Torres Martinez Desert Cahuilla Indians	Joseph Mirelez Tribal Chair
Cabazon Band of Cahuilla Indians	Brenda Soulliere Tribal Councilmember
Agua Caliente Band of Cahuilla Indians	Reid Milanovich Chairman
City of Indian Wells	Bruce Whitman Mayor
City of Cathedral City	Nancy Ross Mayor
City of Palm Desert	Jan Harnik Mayor
City of La Quinta	Linda Evans Mayor
City of Blythe, Vice Chair	Joseph DeConinck Mayor
County of Riverside, 4th District Chair	Jose Medina , 1st District Supervisor Karen Spiegel , 2 nd District Supervisor Chuck Washington , 3 rd District Supervisor V. Manuel Perez , 4 th District Supervisor Yxstian Gutierrez , 5 th District Supervisor

ITEM 7A

EXECUTIVE COMMITTEE MINUTES OF MEETING JUNE 30, 2025



1. CALL TO ORDER

The Executive Committee meeting was called to order by Chair Ted Weill, Mayor of the City of Rancho Mirage, at 4:30 p.m. at the Westin Rancho Mirage Golf Resort & Spa, 71333 Dinah Shore Dr. in the City of Rancho Mirage.

2. ROLL CALL

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

MEMBERS PRESENT

Mayor Scott Matas, *Past Chair*
Mayor Steven Hernandez
Mayor Pro Tem Naomi Soto
Mayor Glenn Miller
Tribal Chair Joseph Mirelez
Tribal Councilmember Brenda Soulliere
Councilmember Toper Taylor
Mayor Jan Harnik
Mayor Linda Evans
Mayor Joseph DeConinck
Supervisor Karen Spiegel
Supervisor V. Manuel Perez, *Vice Chair*
Mayor Ted Weill, *Chair*

* Arrived at Item 3

** Arrived at Item 7

*** Arrived at Item 8C

MEMBERS NOT PRESENT

Tribal Chair Darrell Mike
Tribal Chair Reid Milanovich
Mayor Nancy Ross
Supervisor Jose Medina
Supervisor Chuck Washington
Supervisor Yxstian Gutierrez

AGENCY

City of Desert Hot Springs
City of Coachella
City of Palm Springs
City of Indio
Torres Martinez Desert Cahuilla Indians **
Cabazon Band of Cahuilla Indians
City of Indian Wells ***
City of Palm Desert
City of La Quinta *
City of Blythe
County of Riverside 2nd District
County of Riverside 4th District
City of Rancho Mirage

AGENCY

Twenty-Nine Palms Band of Mission Indians
Agua Caliente Band of Cahuilla Indians
City of Cathedral City
County of Riverside 1st District
County of Riverside 3rd District
County of Riverside 5th District

3. PLEDGE OF ALLEGIANCE

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

4. AGENDA MODIFICATIONS (IF ANY)

None

5. PUBLIC COMMENTS ON AGENDA ITEMS

Staff noted and distributed two written public comments submitted from resident Brad Anderson of Rancho Mirage, who encouraged the Committee to request additional proposals on Item 8E and warned of negative impacts to approving Item 8F.

6. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS

None

7. CONSENT CALENDAR

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

- A. Approve the minutes of the June 2, 2025, Executive Committee Meeting**
- B. Authorize the updating of the signature cards and signatories for CVAG investments and banking, subject to General Assembly approving the rotation for the 2025-26 Chair**
- C. Appoint Torres Martinez Desert Cahuilla Indians' Tribal Administrator Shawn Isaac to serve as CVAG's representative on Riverside County's Emergency Medical Care Committee for a three-year term that ends on June 30, 2028**
- D. Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2023-24**
- E. Authorize the Executive Director to spend an additional \$100,000 for flagging services and associated work related to CV Link under Union Pacific Railroad in Indio**
- F. Authorize the Chair and Executive Director to execute 1. Amendment No. 1 with Granite Construction Company for the Coachella CV Link Community Connector project, adding an additional \$40,000 and 2. a cooperative agreement with the City of Coachella for a not-to-exceed amount of \$60,000 to complete CV Link Connector striping improvements**

THE MOTION CARRIED WITH 12 AYES, AND 7 MEMBERS ABSENT

**MAYOR MATAS
MAYOR HERNANDEZ**

**AYE
AYE**

MAYOR PRO TEM SOTO	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	ABSENT
COUNCILMEMBER TAYLOR	ABSENT
MAYOR ROSS	ABSENT
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR WEILL	AYE

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

None

8. DISCUSSION/ACTION

A. CVAG Fiscal Year 2025-26 Budget

Director of Finance Claude Kilgore presented the item for adoption. Staff noted it was consistent with the budget preview in early June.

Brief member discussion ensued.

IT WAS MOVED BY MAYOR HARNIK AND SECONDED BY CHAIR MIRELEZ TO APPROVE RESOLUTION NO. 2025-001 ADOPTING CVAG'S 2025-26 FISCAL YEAR ANNUAL BUDGET, SALARY SCHEDULE, AND ALLOCATED POSITIONS

THE MOTION CARRIED WITH 12 AYES, AND 7 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR PRO TEM SOTO	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	ABSENT
COUNCILMEMBER TAYLOR	ABSENT
MAYOR ROSS	ABSENT
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT

**SUPERVISOR PEREZ
SUPERVISOR GUTIERREZ
MAYOR WEILL**

**AYE
ABSENT
AYE**

B. CVAG Officer Rotation for Fiscal Year 2025-26

Chair Weill presented the item.

**IT WAS MOVED BY CHAIR MIRELEZ AND SECONDED BY MAYOR HARNIK TO
NOMINATE RIVERSIDE COUNTY'S FOURTH DISTRICT SUPERVISOR TO SERVE AS
FISCAL YEAR 2025-26 CHAIR AND THE REPRESENTATIVE FROM THE CITY OF BLYTHE
TO SERVE AS FISCAL YEAR 2025-26 VICE CHAIR**

THE MOTION CARRIED WITH 12 AYES, AND 7 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR PRO TEM SOTO	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	ABSENT
COUNCILMEMBER TAYLOR	ABSENT
MAYOR ROSS	ABSENT
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR WEILL	AYE

C. Finance Committee Membership

Executive Director Tom Kirk presented the item, noted the willingness to serve from Palm Springs City Manager Scott Stiles and asked for an Executive Committee volunteer from the jurisdictions that hadn't served in some time. Mayor Harnik volunteered.

**IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR MILLER TO APPOINT
PALM DESERT MAYOR JAN HARNIK AND PALM SPRINGS CITY MANAGER SCOTT
STILES TO THE FINANCE COMMITTEE EFFECTIVE JULY 1, 2025, WITH BOTH TERMS
EXTENDING THROUGH JUNE 30, 2028**

THE MOTION CARRIED WITH 13 AYES, AND 6 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR PRO TEM SOTO	AYE

MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	ABSENT
COUNCILMEMBER TAYLOR	AYE
MAYOR ROSS	ABSENT
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR WEILL	AYE

D. Next Steps for the Arts and Music Line Project

Program Manager Randy Bowman presented the staff report and next steps with the project. Brief member discussion ensued.

IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY MAYOR EVANS TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 5 TO THE AGREEMENT WITH ALBERT A. WEBB ASSOCIATES TO EXTEND THE TERM TO JUNE 30, 2027, FOR AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF \$991,841; AND 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 13 AYES, AND 6 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR PRO TEM SOTO	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	ABSENT
COUNCILMEMBER TAYLOR	AYE
MAYOR ROSS	ABSENT
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR WEILL	AYE

E. CV Link Maintenance Agreement with Desert Recreation District

Mr. Bowman presented the staff report and details of the proposed agreement.

Extensive member discussion ensued. Staff answered members' questions about coordination with local law enforcement and jurisdictional staff; how complaints and concerns would be vetted between City apps and CVAG; and future costs and liability.

It was requested that staff bring updates back to the Executive Committee on costs as well as hot spots where additional resources were needed.

IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY MAYOR HARNIK TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A SHARED SERVICES AGREEMENT WITH DESERT RECREATION DISTRICT FOR TWO YEARS, WITH AN OPTIONAL ONE-YEAR RENEWAL, FOR A NOT-TO-EXCEED AMOUNT OF \$600,000 PER YEAR TO OPERATE AND MAINTAIN THE CV LINK

THE MOTION CARRIED WITH 13 AYES, AND 6 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR PRO TEM SOTO	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	ABSENT
COUNCILMEMBER TAYLOR	AYE
MAYOR ROSS	ABSENT
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR WEILL	AYE

F. City of Rancho Mirage Participation in CV Sync

Transportation Director Jonathan Hoy presented the staff report, detailed the next steps and addressed a question on the system's technology.

IT WAS MOVED BY CHAIR MIRELEZ AND SECONDED BY MAYOR HERNANDEZ TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A MULTI-AGENCY PARTICIPATING AGREEMENT WITH THE CITY OF RANCHO MIRAGE FOR INCLUSION INTO THE CV SYNC REGIONAL SIGNAL SYNCHRONIZATION PROGRAM

THE MOTION CARRIED WITH 13 AYES, AND 6 MEMBERS ABSENT

MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE
MAYOR PRO TEM SOTO	AYE
MAYOR MILLER	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL CHAIR MIRELEZ	AYE
TRIBAL COUNCILMEMBER SOULLIERE	AYE
TRIBAL CHAIR MILANOVICH	ABSENT
COUNCILMEMBER TAYLOR	AYE
MAYOR ROSS	ABSENT
MAYOR HARNIK	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR MEDINA	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
MAYOR WEILL	AYE

9. INFORMATION

- a) Executive Committee Attendance
- b) CVAG Meeting Calendar for Fiscal Year 2025-26
- c) Update on Regional Pavement Management Analysis
- d) Update on protecting participants at large street events
- e) Update on Proposed Amendments to South Coast Air Quality Management District's Rules 1111 & 1121 Phasing Out Gas Water Heaters & Furnaces

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

10. LEGISLATIVE ITEMS –

- a) Recap of CVAG's Legislative Advocacy Efforts – Emmanuel Martinez

This item was included in the agenda packet for members' information.

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

12. **ANNOUNCEMENTS**

The next meeting of the **Executive Committee** will be held on Monday, September 29, 2025, at 4:30 p.m. The meeting is expected to be held at the Colorado Regional Water Quality Control Board, 73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260. CVAG staff will confirm the location closer to the meeting date.

[Administrative note: After the meeting, it was determined that meetings would be held at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260]

The next meeting of the **General Assembly** will be held that evening at the Westin Rancho Mirage Golf Resort & Spa, 71333 Dinah Shore Dr., Rancho Mirage, 92270.

13. **ADJOURNMENT**

There being no further business, Chair Weill adjourned the meeting at 5:22 p.m.

Respectfully submitted,

Erica Felci, Deputy Executive Director

ITEM 7B

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

Subject: Completion of the Coachella CV Link Community Connector Project

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

Recommendation: Ratify the execution and filing of a Notice of Completion for the CV Link Community Connector project in the City of Coachella

Transportation Committee: Due to Notice of Completion filing requirements and the date of project completion, this item was not presented at the August 25, 2025 meeting of the Transportation Committee.

Background: In April 2022, the CVAG Executive Committee adopted Resolution 2022-03 and accepted a Clean California grant administered by Caltrans. The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, Tribal lands, parks, pathways, transit centers and other public spaces. The program is part of the nearly \$1.1 billion Clean California initiative the State launched to take direct aim at litter abatement, state beautification, safety projects, and education campaigns.

CVAG, in partnership with the cities of Cathedral City and Coachella, was successful in securing \$1,153,341 in funding for the Coachella Valley Community Connectors project. The project which has two locations: The connection in Cathedral City was built by the City in conjunction with the construction of Esperanza Park and the connection in Coachella was built by CVAG. Both include elements typical of a CV Link access point such as landscaping, benches, bike racks, map kiosks, wayfinding signs, trash receptacles, shade structures and planting of shade trees. CVAG has provided the design for both locations through the existing CV Link contract with Alta Planning and Design. .

In the City of Coachella, CVAG led the construction of the improvements at the northwest corner of Avenue 52 and Sunset Drive. The site location was changed from the site proposed in the grant application due to conflicts with overhead power lines. Caltrans approved the new location. In June 2024, the Executive Committee authorized the pre-purchase of long lead items that included a shade structure, two trash receptacles, two benches and two bike racks. These items were fabricated and delivered to the City of Coachella maintenance and operation yard for the contractor to install. Two map kiosks for the Cathedral City and Coachella locations were also pre-purchased by CVAG within the Executive Director's expenditure authority.

On April 28, 2025, following a public procurement process, the Executive Committee authorized a construction contract with Granite Construction for \$544,444, including a 10 percent contingency. Amendment No. 1 to the construction contract was approved by the Executive Committee meeting at the June meeting. This amendment increased the contract by \$40,000 to address unforeseen utility conflicts, including an abandoned unmarked waterline.

Construction was completed on August 15, 2025. A Notice of Completion (NOC) is required to be filed with the County of Riverside within 15 days of the construction completion. In most member jurisdictions, such notices are presented to the City Council first. But CVAG's current Transportation Policies and Procedures Manual is mum on a procedure for how CVAG handles such notices. Due to the timing of meetings and the requirements for filing, CVAG staff executed and filed the NOC on August 29, 2025 and is now recommending the Executive Committee ratify the execution and filing. Staff will also be bringing forward an update to the Transportation Policies and Procedures Manual to solidify the process for the future.

Fiscal Analysis: There is no additional cost to ratifying the notice of completion.

The total cost of the CV Link Community Connector project in Cathedral City and Coachella is \$1,343,288. This was funded by the \$1,153,341 Clean California Local Grant Program funding, and \$189,947 through regional transportation funds.

Attachment: Notice of Completion

RECORDING REQUESTED BY
Coachella Valley Association of Gov.
AND WHEN RECORDED MAIL TO:

Name Julie Mignogna
Street Address 74-199 El Paseo, Suite 100
City & State Palm Desert
CA 92260

2025-0267546

08/29/2025 02:51 PM Fee: \$ 104.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is Coachella Valley Association of Governments (CVAG)
3. The full address of the owner is 74-199 El Paseo, Suite 100, Palm Desert, CA 92260

4. The nature of the interest or estate of the owner is in fee.
Fee simple ownership held by the City of Coachella, a municipal corporation. Project completed by the Coachella Valley Association of Governments (CVAG) on behalf of the City.

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
n/a	

6. A work of improvement on the property hereinafter described was completed on 08/15/2025. The work done was:
Added Hardscape/Landscape, Shade Structure and Amenities for Community Access Point.

7. The name of the contractor, if any, for such work of improvement was Granite Construction Company

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of Coachella,
County of Riverside, State of California, and is described as follows:
Added Hardscape/Landscape, Shade Structure and Amenities for Community Access Point as Described in Exhibit A.

9. The street address of said property is 85752 Avenue 52, Coachella, CA 92236

(If no street address has been officially assigned, insert "none")

Dated: 08/21/2025

Coachella Valley Association of Governments (CVAG)

Tom Kirk, Executive Director

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the Contracts Officer the declarant of the foregoing
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 26, 20 25, at Palm Desert, California.

(Date of signature)

(City where signed)

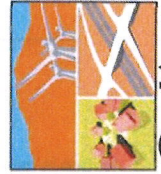
Allen McKillen

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

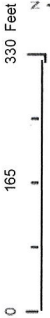
EXHIBIT A



Coachella CV Link Communiç Connector Project Location



Project Location



NAD 1983 UTM Zone 11N

ITEM 7C

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Contract Amendment for Magaña Consulting Services LLC.

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

Recommendation: Authorize the Executive Director to execute Amendment No. 2 with Magaña Consulting Services LLC. for work related to CV Link and other transportation projects, extending the contract through December 2028 with an optional two additional years, at a total not-to-exceed annual amount of \$173,000

Transportation Committee: Concurred (Meeting of August 25)

Background: Magaña Consulting Services LLC., has been providing consulting services to CVAG for the past four years. Led by former CVAG Transportation Director, Martin Magaña, Magaña Consulting is an independent contractor providing project management assistance for CV Link's design and construction. Mr. Magaña's long history at CVAG as well as his established relationships with project partners and regulatory agencies have been a great asset for CVAG and the CV Link project.

In December 2023, the CVAG Transportation and Executive Committees authorized Amendment No. 1, extending the contract for two years until December 2025 with an optional two additional years. Instead of opting for an additional year extension under the current contract, staff is recommending Amendment No. 2 to amend the scope consistent with CV Link's operations and provide support to other transportation projects.

With CV Link's current construction entering its final stages of completion and close out, CVAG anticipates using Mr. Magaña as the CV Link Operations Manager. As certain segments of CV Link have opened, he has been managing the operations of the pathway. He has worked with the engineering and public safety departments of each jurisdiction along CV Link to identify approaches to respond to incidents and calls for service. He has worked with CVAG staff to prepare an Operations and Safety Plan that will provide safety-related guidance and procedures to CVAG staff, vendors, partners, and other agencies or entities for managing incidents, removing homeless encampments, conducting temporary traffic control, and conducting operations and maintenance activities on the CV Link.

Local agencies have first-line responsibility to maintain CV Link, mitigate graffiti and encampments, and respond to incidents requiring emergency services. The CV Link Operations Manager will also serve as the "Safety Coordinator" as identified in the CV Link Master Plan. Mr. Magaña will work cooperatively with CV Link users, CVAG staff, nonprofit and private sector partners, jurisdiction staff, and vendors to assure a coordinated effort amongst all jurisdictions and activities.

CV Link's early design and environmental reports envisioned various bridges for CV Link over certain roadways in the Coachella Valley, but they were not pursued due to design challenges related to right-of-way and high costs. Mr. Magaña will assist CVAG staff with pursuing grant funding for these bridges and also assist in developing future community connectors to CV Link, including extensions of CV Link to the Salton Sea and to the City of Desert Hot Springs. His experience in negotiating and obtaining the necessary right-of-way for CV Link will be beneficial to CVAG.

There are also other transportation projects that may come up where his expertise and experience are needed. He continues to participate in CV Link construction and CVAG transportation department meetings and provides valuable input.

CVAG staff is recommending Amendment No. 2 to Magana's professional service agreement that would extend his services until December 31, 2028, and provide the Executive Director an option to extend the contract for two, one-year extensions, potentially through December 31, 2030. This authorization would also allow the Executive Director and/or Legal Counsel to make clarifying changes prior to execution. Should Magaña's services be determined to not be needed at any time, the agreement can be terminated without cause.

Fiscal Analysis: Magana's contract was first authorized in December 2021. In December 2023, the CVAG Transportation and Executive Committees authorized Amendment No. 1, extending the contract for two years until December 2025 with an optional two additional years. This provided for annual services up to \$130,000 at an annual rate that was consistent with a contract authorized by the Coachella Valley Conservation Commission.

CVAG staff is now recommending Amendment No. 2 with Magaña Consulting Services that extends the contract through December 31, 2028, with the Executive Director's option to extend the contract for two one-year extensions, potentially through December 31, 2030.

The amendment will increase the hourly rate to \$95 per hour and set a not-to-exceed annual maximum of \$173,000. CVAG's contract will allow for approximately 35 hours per week, although compensation will be paid on a time-and-material basis.

This will bring the total cost of the agreement to \$1.022 million, with an option for an additional two years at \$173,000 annually. The cost of services for this agreement will be paid for with regional Measure A funds.

Attachment: Amendment Number Two to the Professional Services Agreement with Magaña Consulting Services LLC.

AMENDMENT NUMBER TWO
to the
PROFESSIONAL SERVICES AGREEMENT
by and between
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
and
MAGAÑA CONSULTING SERVICES

This **AMENDMENT NUMBER TWO** is made and entered into this **29th day of September 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Magaña Consulting Services, LLC**, an independent Consultant (**CONSULTANT**), and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated December 6, 2021, for the CV Link Project.

1. This Amendment Number Two extends the term of the Agreement to December 31, 2028, with an option to extend the term for two additional one-year extensions as authorized by the Executive Director.
2. This Amendment Number Two replaces the original scope of work with Exhibit A. Scope of Work.
3. This Amendment Number Two increases the hourly rate in Exhibit B. to \$95.
4. Paragraph 4. PAYMENT FOR SERVICES shall be revised to read “CONSULTANT shall be compensated at the CONSULTANT’S hourly rate, as shown in Exhibit B – Hourly Rates, and a not-to-exceed annual amount of one hundred seventy-three thousand dollars (\$173,000.00)”.
5. The total amount payable under this Agreement shall not exceed \$1,022,000, prior to the optional extensions.

		Annual Amount
Original Agreement	December 6, 2021	\$100,000
Amendment Number One	December 4, 2023	\$130,000
Amendment Number Two	September 29, 2025	\$173,000

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

Contract No. CVAG-21-065-02
Project: Project Management Services

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

MAGAÑA CONSULTING SERVICES, LLC

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Martin Magaña, President

Exhibit A
Scope of Work

As requested by the Coachella Valley Association of Governments (CVAG), Magana Consulting Services, LLC will be providing as-needed Project Management services for CVAG. The following are specific tasks which Magana Consulting Services, LLC will provide.

- Review preliminary title reports, property appraisals for right-of-way easements related to transportation projects.
- Negotiate right of way easements with property owners on transportation projects.
- Negotiate contracts, with CVAG approval, for additional work that may be needed.
- Contract procurement, management, and administration (i.e., right-of-way, operations and maintenance, security, and safety).
- Participate in Project Management Team meetings and other meetings as needed.
- Coordination with government and regulatory agencies and legal counsel (i.e., Caltrans, Cities, County, BB&K, CVWD, RCFC, DWA, Army Corps, BLM, Vector Control, school districts, private property owners) related to right-of-way for transportation projects.
- Coordination with consultants on CVAG transportation projects.
- Coordinate with CVAG and Caltrans in processing any authorizations such as, Planning and Environmental Design (PAED), Right-of-Way (ROW) Certifications, Construction (E-76), finance letters, supplemental agreements, construction contract awards related to transportation projects.
- Assist with construction management efforts on transportation projects.
- Prepare and administer License Agreements and Cooperative Agreements with regulatory agencies on transportation projects.
- Review invoices on transportation projects for accuracy prior to payment.
- Conduct project site visits as needed.
- Coordinate operations and maintenance activities of contractors, vendors and Desert Recreation District.
- Conduct and manage conference calls.
- Send and respond to e-mails.
- Prepare presentations and exhibits as needed.
- Draft staff reports as needed for CVAG committee meetings.
- Participate in CVAG committee meetings.

Contract No. CVAG-21-065-02
Project: Project Management Services

Exhibit B
Hourly Rates

Magaña Consulting Services' fee to perform the work described in the Scope of Work above is represented by the hourly rate schedule shown below. Magaña Consulting Services will adhere to the needs of the Coachella Valley Association of Governments (CVAG) to complete the requested tasks.

Role	Hourly Rate
Operations Manager	\$95.00

ITEM 7D

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

Subject: Broadband Strategic Plan Update and CV Sync Fiber Sharing and Broadband Co-Location Agreements

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

Recommendation: Authorize the Executive Director to take the necessary steps to execute a fiber use license agreement and a broadband co-location license agreement with the City of Indio; and to execute similar agreements with other jurisdictions should the opportunities arise

Transportation Committee: Concurred (Meeting of August 25)

Background: The development of high-speed broadband internet access in the Coachella Valley continues to be a priority for member jurisdictions. In April 2023, the CVAG Executive Committee authorized the Executive Director to take the necessary actions to accept \$978,460 to conduct a Coachella Valley Broadband Strategic Plan. In September 2023, the Executive Committee authorized the execution of a professional service contract with HR Green Pacific, Inc. to provide engineering services for the strategic plan. Work on the strategic plan began in November 2023. In February 2025, CVAG received approval from the California Public Utility Commission (CPUC) for additional time to complete the study by December 2025.

The purpose of this report is to provide an update on progress to date on the strategic plan, emerging opportunities to further the expansion of broadband and broadband options in the Coachella Valley, and a request to authorize the next step in the collaboration between CVAG and the City of Indio to co-locate fiber cables in CV Sync conduits, which can serve as a model for other collaborations with CVAG's member jurisdictions.

The development of the strategic plan is being informed by regular engagement with internet technology (IT) directors, public works staff and engineering representatives of CVAG member jurisdictions, as well as representatives from the three Coachella Valley school districts, Caltrans, California Department of Transportation, and GoldenStateNet, the state's non-profit administering the implementation of the Middle-Mile Broadband Network (MMBN). The group began bi-monthly meetings in March 2024 and has now been meeting monthly as the study effort moves towards its completion this year. The strategic plan effort has led to insights and progress on related issues tangential to the main focus of the study, which are also the subject of this report.

To date, the project consultant has completed the following deliverables: Market Assessment; Stakeholder Engagement Report; Needs Assessment; Gap Analysis; Governance; Internet Service Provider Request For Expressions of Interest (RFEI). By December 2025, the final deliverables will be completed, including Phased Implementation Plan; Business Model Evaluation; Financial Analysis; High-Level Designs; and the project Final Report.

While CVAG works on the regional broadband strategic plan, several member jurisdictions have been pursuing their own planning and implementation efforts to fund the deployments of last-mile broadband or improve intranet connectivity between jurisdiction building and facilities.

In June 2023, the CVAG Executive Committee authorized the Executive Director to execute a contract change order with the CV Sync contractor and a reimbursement agreement with Indio at a cost of up to \$900,000 to cover the costs associated with the co-location of Indio-owned broadband fiber within CV Sync conduits as well as costs for Indio to connect to a limited number of fibers from the CV Sync fiber optic cable to connect to city facilities to improve the jurisdiction's intranet. Sharing a portion of the CV Sync fiber optic cable is supported in the CV Sync Master Plan. As part of the authorization, the Executive Committee also authorized similar agreements with other jurisdictions should the opportunities arise.

Through the regional broadband plan stakeholder group, CVAG staff is also engaging with the other CVAG member jurisdictions. To date, staff from Palm Springs, Cathedral City, Agua Caliente Band of Cahuilla Indians, Twenty-Nine Palms Band of Mission Indians, and Palm Desert have expressed interest in leveraging the CV Sync project. CVAG staff is coordinating planning with these member jurisdictions, which may lead to more jurisdictions using the CV Sync network to advance either broadband for jurisdiction intranet connectivity, expanding jurisdiction broadband availability to residents and businesses, or both.

The action by the Executive Committee in June 2023 enabled member jurisdictions to leverage the CV Sync construction contracts to advance jurisdiction fiber cable installations. With the fiber sharing and fiber co-location installation initially authorized under the reimbursement agreement between Indio and CVAG nearing completion, it is now necessary to formalize the responsibilities for operations and maintenance of shared fibers and co-located broadband cable between CVAG and the City of Indio. CVAG staff have developed with assistance of CVAG general counsel and with input from key stakeholders two agreements covering the use of the shared CV Sync fiber optic cable and the co-location of Indio's fiber optic cable within the CV Sync conduit. The agreements establish responsibilities for ownership and maintenance of CV Sync infrastructure and City-owned infrastructure. They also would be used as a template for any jurisdictions approaching shared use of the fiber in the future.

Much like the reimbursement agreement the Executive Committee authorized in 2023, staff is requesting the Executive Committee authorize the Executive Director to execute the agreements with the City of Indio, as well as other jurisdictions should the opportunities arise. With this recommended action, the Executive Director and/or Legal Counsel would also be authorized to make clarifying changes prior to execution.

Fiscal Analysis: CVAG member jurisdictions will be responsible for the cost to design, implement, operate and maintain their connections to shared fiber or co-located infrastructure with CV Sync. As such, there is no additional cost to CVAG for CVAG to execute either agreement.

Attachments:

1. Fiber Use License Agreement
2. Fiber Co-Location License Agreement

**LICENSE AGREEMENT
BY AND BETWEEN CVAG AND CITY OF INDIO
FOR THE
USE OF CV SYNC FIBER OPTIC CABLE**

THIS AGREEMENT is made and entered into this **29th day of September, 2025**, by and between the **City of Indio**, a municipal corporation, ("**CITY**") and the **Coachella Valley Association of Governments ("CVAG")**, a California joint powers authority. **CVAG** and **CITY** are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Reference of such agreement is made as to the following background facts and circumstances:

RECITALS

- A. **CVAG** has planned for the regional synchronization of traffic signals, the modernization and standardization of hardware and software, and preparation for future intelligent transportation system infrastructure ("ITS") in the Coachella Valley generally known as the "Coachella Valley Regional Traffic Signal Synchronization Program" or "CV Sync"; and
- B. **CITY** is developing a broadband fiber network to serve municipal facilities, residents and businesses along corridors included in the scope of the CV Sync project; and
- C. In February 2018, the **CVAG** Executive Committee ("Executive Committee") approved the Master Plan for CV Sync; and
- D. The approved CV Sync Master Plan includes conduit and fiber optic cable that reserves fibers not only for the traffic management systems, communications and ITS elements, but it also includes reserving fibers for future applications such as Smart Cities and others for the future; and
- E. In 2018, **CITY** and **CVAG** executed a Multi-Agency Participating Agreement for Coachella Valley Regional Traffic Signal Synchronization Program; and
- F. In February 2021, the Executive Committee awarded the construction of Phase I of the CV Sync project; and
- G. In December 2022, the Executive Committee awarded the construction of Phase II of the CV Sync project; and
- H. The CV Sync project installed fiber optic cable in either conduits owned by **CITY** or conduits owned by **CVAG**, with construction plans for the CV Sync projects indicating the ownership of said conduits; and
- I. In June 2023, the Executive Committee authorized a contract change order with Crosstown Electric and Data, Inc., and a reimbursement agreement with **CITY** to cover all costs associated with the co-location of **CITY** broadband fiber with the construction of the CV Sync Phase II project; and
- J. In October 2023, **CITY** authorized a reimbursement agreement with **CVAG** in an amount not to exceed \$900,000 for work related to the co-location of **CITY** broadband fiber with the construction of CV Sync Phase II; and

- K. In February 2024, **CVAG** and City executed said reimbursement agreement for co-location of **CITY** broadband fiber with the construction of CV Sync, including provisions for **CITY** to use for municipal purposes a portion of the CV Sync fiber optic cable for municipal purposes; and
- L. **CITY** is developing a fiber network to connect municipal facilities and sites for non-commercial, municipal operations and desires to use some of the CV Sync fibers reserved for non-commercial, municipal operations; and
- M. The intent of the Parties is to increase broadband access to **CVAG** jurisdictions for municipal operations in a manner that reduces costs of investment, enhances municipal normal operations, and preserves public Right of Way (ROW) for future public safety needs; and
- N. The Parties desire to enter into an agreement to govern the terms and conditions under which **CVAG** will reserve certain fibers within its Fiber Optic Cable for the use of **CITY** in connection with **CITY**'s normal operations and connecting **CITY**-owned sites and facilities. Said fibers within **CVAG** Fiber Optic Cable are specifically identified in Attachment "A" and incorporated by reference herein.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties do agree as follows:

I. Definitions

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

- A. "Access Point" means a Manhole, Vault, Pull Box, Junction Box, Pull Box, Hub or Pedestal through which the CV Sync Network may be accessed for the purposes of running and accessing fiber optic cable.
- B. "Authorized Contractors" means third party contractors (whether contracted by **CITY** or contracted by **CVAG**) that have been approved and authorized by **CVAG**, have all required licensing, bonding, and insurance, to utilize Access Points and to make splices or perform other work on the CV Sync Network as provided for in this Agreement.
- C. "CV Sync Network" means the conduit, fiber optic cable and related infrastructure comprising the Coachella Valley Regional Traffic Signal Synchronization Program.
- D. "CVAG Conduit" refers to the physical pipe or tube owned by **CVAG** that is part of the Coachella Valley Regional Traffic Signal Synchronization Program.
- E. "CVAG Fiber Optic Cable" means fiber optic cable and related infrastructure owned by **CVAG** in the CV Sync Network identified in Attachment "A" to this Agreement.
- F. "Fiber Route Map" means the map of the composite routes of the CV Sync Network. The Fiber Route Map shall be updated and provided in "As-Built" form as necessary to reflect modifications to the Fiber Segments or additional Fiber Segments in accordance with this Agreement.

- G. "Fiber Segment" means a continuous run of multi-strand fiber optic cable covering a portion of a fiber cable route.
- H. "City Conduit" refers to the physical pipe or tube owned by **CITY** that is part of the Coachella Valley Regional Traffic Signal Synchronization Program.
- I. "Junction Box" means a box where fiber optic cable splices and connections are made and accessed and to access conduit.
- J. "Licensed Fiber" means a portion of the CV Sync Network specifically identified in Attachment "A" to this Agreement, which shall be reserved and/or designated for **CITY** to use in accordance with and subject to the terms of this Agreement.
- K. "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.
- L. "Pedestal" means an above ground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.
- M. "Project" means the use of Licensed Fiber by **CITY**, including interconnections with fiber optic cable and related equipment owned by **CITY**.
- N. "Pull Box" means a buried box, with a lid that is even with the surface of the ground, used to store, terminate, splice or transfer fiber optic cable and access conduit.
- O. "Vault" means an underground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.

II. License

A. License Grant

Subject to the terms, conditions and limitations set forth herein, **CVAG** hereby grants to **CITY** a license and right for the use of Licensed Fiber for municipal internal operations and connecting **CITY**-owned sites and facilities. The duration of the foregoing license shall continue in perpetuity so long as the CV Sync Network installation remains in place and is in use by **CVAG** and its successors in interest and assigns, but nothing herein shall obligate **CVAG** to continue to maintain and operate the CV Sync Network or any portion thereof or during any periods in which **CVAG** is not otherwise using or planning to use the CV Sync Network. If only **CVAG** and **CITY** are utilizing the CV Sync Network, **CVAG** or its successors in interest shall give **CITY** prior written notice and a reasonable opportunity to assume responsibility for maintaining and operating each CV Sync Network segment before removing such CV Sync Network segment or ceasing to use such CV Sync Network segment for the provision of services. Except where **CVAG** is otherwise legally obligated to remove a CV Sync Network segment in a shorter period of time, such prior notice shall be given at least ninety (90) days in advance of such removal.

B. Scope of Grant

1. **CVAG** shall provide **CITY** with access to the subject Licensed Fiber. To the extent that

CVAG has authority to use and authorize third party use of Access Points, it will grant permission to Authorized Contractors to use such Access Points for installation, splicing and maintenance of Licensed Fiber in the CV Sync Network as directed by **CITY** and at **CITY**'s sole cost. **CVAG** shall have no obligation whatsoever to install any additional conduit or to allocate any additional space in existing CVAG Conduit to meet the needs of **CITY**.

2. **CITY** shall undertake to obtain and provide all approvals, authorizations, coordination and supervision that is necessary in connection with its use of the subject Licensed Fiber. Without limiting the foregoing, **CITY** shall have the sole responsibility for performing all activities and paying all costs necessary to make the Licensed Fiber operational, including but not limited to: (i) splicing the Licensed Fiber to achieve interconnection between or within the applicable Licensed Fiber segments and between the Licensed Fiber and fiber optic cable belonging to **CITY** and (ii) providing, attaching and interconnecting equipment, electronics and lasers as required to transmit or receive optical signals via **CITY**'s Licensed Fiber. **CITY** shall further have the sole responsibility for paying all costs and for constructing or otherwise providing facilities needed to connect the Licensed Fiber and **CITY**'s fiber optic cable to **CITY** sites and facilities via appropriate Access Points. Except as otherwise approved by **CVAG** (which approval shall not be unreasonably withheld), all work shall be carried out only by Authorized Contractors and, to the extent practicable, only during regularly scheduled maintenance windows or at other times that are reasonably convenient for **CVAG**.
3. **CVAG** and **CITY** agree and acknowledge that **CITY**'s use of the Licensed Fiber does not and will not create or convey to **CITY** any ownership or property rights of any nature in the CV Sync Network or of any Access Points. **CITY** may not encumber, offer as collateral, or allow any third party claims or liens of any type on or against the CV Sync Network.
4. **CVAG** reserves the right to make inspections at any time during the construction or installation of any part of **CITY**'s fiber optic cable equipment, electronics, lasers or facilities (including interconnected fiber or copper cable) utilized by **CITY** in conjunction with the subject Licensed Fiber for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the CV Sync Network or breaches of **CITY**'s obligations hereunder. Such inspections shall be conducted at **CVAG**'s expense unless **CVAG** determines that **CITY** is not in compliance with the terms of this Agreement. In such instance, **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in making the inspection. **CITY** agrees that such inspections by **CVAG**, or the failure to do so, shall not relieve **CITY** of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

C. Designation of Licensed Fiber Strand

1. At any time following completion of the CV Sync Network construction and installation, **CITY** may notify **CVAG** of its desire to access the Licensed Fiber reserved for its use by **CVAG**. Such notice shall be written and shall be provided no fewer than sixty (60) days prior to the date on which **CITY** desires to access the CV Sync Network for purposes of accessing the Licensed Fiber. **CITY**'s notice shall identify all of the following: (1) **CITY**'s planned use for the Licensed Fiber, (2) the specific portions of the Licensed Fiber which **CITY** intends to use, (3) the Access Points **CITY** desires to use (if any) to access and splice the Licensed Fiber, (4) all personnel or contractors that **CITY** proposes to use to

perform any work activity involving the Licensed Fiber, including but not limited to construction and installation of fiber drops or laterals to ancillary Access Points or to lasers, electronics or other equipment, facilities or networks for purposes of lighting and using the Licensed Fiber, and (5) **CITY**'s plans for interconnecting with and using the Licensed Fiber, including relevant technical and functional network specifications and design criteria for **CITY**'s systems that may facilitate consultation and cooperation of **CITY** and **CVAG** in the interest of efficient and effective implementation of **CITY**'s plans in accordance herewith.

2. **CITY** shall provide current proof of insurance (which may include certificates of insurance, additional insured endorsements, and other amendatory endorsements) for **CITY** and the proposed contractors, including any subcontractors or agents working on their behalf. Such proof of insurance shall be provided no fewer than sixty (60) days prior to the date on which **CITY** desires to access the CV Sync Network for purposes of accessing the Licensed Fiber. Such insurance shall be meet the requirements of this Agreement.
3. Within ten (10) days following receipt of such initial notice, **CVAG** shall provide **CITY** with a diagram designating the specific Licensed Fiber that is available to **CITY** hereunder and identified in **CITY**'s notice.
4. To the extent that **CITY**'s contractors will have access to any conduit that is not exclusively licensed to **CITY**, **CVAG** shall have the right to determine in advance whether **CITY**'s personnel and/or proposed contractors are qualified to perform such work activities and may disapprove any proposed personnel or contractor in its sole reasonable discretion. **CVAG** shall identify the reasons for such disapproval in writing and **CITY** may propose alternate personnel or contractors.
5. **CITY** is solely responsible for obtaining all public, private or government approvals, authorizations, permits, certifications, easements, rights of way and attachment rights beyond those required for installation and maintenance within the CV Sync Network, if any, that are necessary in order for **CITY** to install, light and transmit or receive signals using the Licensed Fiber, and shall provide documentary evidence thereof as and when reasonably requested by **CVAG**.

D. Limitations and Requirements for Use of CVAG Conduit and Fiber Strands

1. **CVAG** and **CITY** agree and acknowledge that **CITY** may use the Licensed Fiber for any lawful purpose for which the Licensed Fiber is technically suited, provided that **CITY** shall use the Licensed Fiber solely for its business purposes.
2. If **CVAG** determines for any reason that it is necessary to relocate, modify, underground or otherwise alter ("Relocation or Modification") all or any portion of the CV Sync Network, **CVAG** shall provide **CITY** written notification prior to making the proposed relocation, modification or alteration. Such notice shall be given at least sixty (60) days in advance except in circumstances in which **CVAG** is legally obligated to take action more promptly and the prior notification requirement of this section shall not apply to emergency situations, in which case **CVAG** will give notice as quickly as is reasonably practicable. **CITY** shall have no responsibility for costs and expenses relating to any such Relocation or Modification of the CV Sync Network, unless the Relocation or Modification is at the request of or required by **CITY** (if applicable). If and to the extent that such Relocation or Modification is required by reason of events or circumstances beyond **CVAG**'s reasonable

control, **CITY** shall have sole responsibility for costs and expenses relating to any necessary rearrangement, relocation, modification or alteration of any of **CITY**'s fiber optic cable connecting to such Licensed Fiber and/or other equipment, electronics or lasers installed to light the subject Licensed Fiber, or other facilities **CITY** has interconnected to the subject Licensed Fiber that may result therefrom. However, if and to the extent that such Relocation or Modification is made at **CVAG**'s discretion or for **CVAG**'s benefit, **CVAG** and **CITY** shall share the costs on a pro-rata basis based upon the number of fibers utilized within the conduit.

3. Any fiber optic cable, equipment, electronics, lasers, or other network facilities provided by **CITY** shall be installed and maintained in accordance with the requirements and specifications of then current editions of the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), each of which are incorporated by reference in this Agreement. Further, **CITY** and its consultants and contractors shall at all times comply with the applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), with all applicable state and federal statutes and laws and with all applicable regulations, rules and orders issued by any state or federal agency having jurisdiction thereof, including without limitation the Federal Communications Commission, the California Utilities Board or other applicable regulatory agency.
4. **CVAG** reserves the right to make periodic inspections at any time of any part of **CITY**'s fiber optic cable equipment, electronics, lasers or facilities (including interconnected fiber or copper cable) utilized by **CITY** in conjunction with the subject Licensed Fiber for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the CV Sync Network or breaches of **CITY**'s obligations hereunder. Except in the case of an emergency, **CVAG** shall give **CITY** 48 hours' notice before carrying out such inspections and **CITY** shall be permitted, but not required, to have a representative present for such inspections. Such inspections shall be conducted at **CVAG**'s expense unless **CVAG** determines that **CITY** is not in compliance with the terms of this Agreement. In such instance, **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in making the inspection. **CITY** agrees that such periodic inspections by **CVAG**, or the failure to do so, shall not relieve **CITY** of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

III. Maintenance

- A. **CVAG** shall maintain or arrange for maintenance of all CV Sync Network and facilities interconnected with or comprising a part of the CV Sync Network that are owned by **CVAG**, provided that **CVAG**'s obligation to maintain such facilities shall not in any way extend beyond the term of any other agreement with **CITY** for ROW use or equipment attachments to **CITY**'s facilities and provided further that such obligation shall cease earlier as to any CV Sync Network segments with respect to which **CVAG** and its successors in interests either: (1) lose the necessary attachment and access rights to enable such maintenance; or (2) permanently cease to use such CV Sync Network segments, provided that before removing any such CV Sync Network segment **CVAG** gives **CITY** prior written notice and an opportunity to assume responsibility for maintaining and operating such CV Sync Network segment as provided in Section II.A.
- B. **CITY** shall have sole responsibility for maintaining all of its fiber optic cable, equipment,

electronics, lasers and other facilities interconnected to the CVAG Fiber Optic Cable and Conduit. **CITY** shall maintain its equipment, electronics, lasers and interconnecting fibers and facilities in good repair and in a manner that will not interfere with or degrade the quality or reach of any signal, transmission or telecommunications carried on the CV Sync Network. If **CITY**'s equipment or facilities should cause any type of interference with, or degradation of, any signal, transmission or telecommunications on the CV Sync Network, **CITY** agrees to correct the condition within twenty-four (24) hours for any problem causing a degradation, but not disruption, of any signal, transmission or telecommunications on the CV Sync Network. If **CITY** fails to take such corrective action, **CVAG** may in its sole discretion correct said condition at **CITY**'s expense. **CVAG** shall notify **CITY** in writing prior to performing such work whenever practicable. When **CVAG** reasonably believes, however, that such conditions pose an immediate threat to public safety or interfere with the performance of **CVAG**'s service obligations or pose an immediate threat to the physical integrity of the CV Sync Network or other facilities, **CVAG** may perform such work and/or take such action, including temporary disconnection of **CITY**'s equipment and facilities from the CV Sync Network, that it reasonably deems necessary without first giving written notice to **CITY**. **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in taking such corrective actions if **CVAG** shows that the problem was in fact caused by **CITY**'s equipment or facilities. **CVAG** shall bear the cost of any reconnection or restoration of **CITY**'s equipment or facilities that is made necessary as a result of **CVAG**'s mistaken actions. **CVAG** shall be indemnified by **CITY** for such work in accordance with Section IV below.

IV. Liability and Damages

- A. **CITY**, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities of **CVAG** and shall make an immediate report to **CVAG** of the occurrence of any such damage caused by its personnel, agents or contractors. **CITY** agrees to reimburse **CVAG** for all reasonable costs incurred by **CVAG** for repair or replacement of such facilities damaged by **CITY**, its personnel, agents and contractors.
- B. **CITY** shall be liable to **CVAG** for all of its actions or omissions that cause damage to the CV Sync Network, the Access Points and all other facilities and equipment associated with the CV Sync Network or that interfere with, disrupt or degrade the quality or reach of any signal, transmission or telecommunications carried on the CV Sync Network but shall not be liable for any special, indirect or consequential damages arising from **CITY**'s actions or omissions.
- C. **CVAG** shall not be liable to **CITY** for any special, indirect or consequential damages arising from any interruption or degradation of **CITY**'s communications carried on Licensed Fiber.
- D. **CITY** shall not be liable to **CVAG** for any special, indirect or consequential damages arising from any interruption or degradation of **CVAG**'s communications carried on fiber optic cable installed within Licensed Conduit.

V. Mutual Indemnification

- A. **CITY** hereby agrees to defend and indemnify **CVAG**, its officials, officers, employees, contractors, agents, and authorized volunteers (hereinafter collectively referred to in this paragraph as "**CVAG**"), from any claims, demands, actions, proceedings, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, against **CVAG**, arising solely out of the acts or omissions of **CITY** or its officials, officers, employees, contractors, agents, and authorized volunteers arising out of this Agreement. At its sole discretion, **CVAG**

may participate at its own expense in the defense of any claim, action or proceeding. **CVAG** shall notify **CITY** promptly of any claim, action or proceeding and cooperate fully in the defense.

- B. **CVAG** hereby agrees to defend and indemnify **CITY**, its officials, officers, employees, contractors, agents, and authorized volunteers (hereinafter collectively referred to in this paragraph as **CITY**), from any claims, demands, actions, proceedings, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, against **CITY**, arising solely out of the acts or omissions of **CVAG** or its officials, officers, employees, contractors, agents, and authorized volunteers arising out of this Agreement. At its sole discretion, **CITY** may participate at its own expense in the defense of any claim, action or proceeding. **CITY** shall notify **CVAG** promptly of any claim, action or proceeding and cooperate fully in the defense.
- C. **CITY** hereby agrees to defend itself, and **CVAG** hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of **CITY** and **CVAG**. In such cases, **CITY** and **CVAG** agree to retain their own legal counsel, bear their own defense costs and waive their right to seek reimbursement of such costs, except as provided in subsection (E) below.
- D. Notwithstanding subsection (C) above, in cases where **CITY** and **CVAG** agree in writing to a joint defense, **CITY** and **CVAG** may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of **CITY** and **CVAG**. Joint defense counsel shall be selected by mutual agreement of **CITY** and **CVAG**. **CITY** and **CVAG** agree to share costs of such joint defense and any agreed settlement in equal amounts, except as provided in subsection (E) below. **CITY** and **CVAG** further agree that neither party may bind the other to a settlement agreement without the written consent of both **CITY** and **CVAG**.
- E. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, **CITY** and **CVAG** may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
- F. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by such Party, its officials, officers, employees, contractors, agents, and authorized volunteers. This section shall survive any expiration or termination of this Agreement.
- G. Notwithstanding anything herein to the contrary, **CITY** shall also indemnify **CVAG** against any third party claims or charges comprising pass-throughs of property taxes imposed upon structures located in the ROW by reason of **CVAG**'s attachments of facilities to such structures or improvements made to such structures in order to accommodate such attachments.

VI. Insurance

- A. Throughout the term of this Agreement, **CITY** shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to **CVAG** the following:
 - 1. General Liability Coverage. **CITY** shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to **CVAG**.

2. Automobile Liability Insurance. **CITY** shall maintain self-insurance or a program of self-insurance covering automobile covering bodily injury and property damage for all activities of District arising out of or in connection with activities or services to be performed under this Agreement. Evidence of such coverage shall be provided to **CVAG**.
 3. Workers' Compensation Insurance. **CITY** shall maintain self-insurance for Workers' Compensation Insurance (Statutory Limits) and Employer's Liability. Evidence of such coverage shall be provided to **CVAG**.
- B. Throughout the term of this Agreement, **CITY** shall cause its contractors, including any subcontractors or agents working on their behalf, 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. 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);
 3. Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 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.
- C. **CITY** shall provide **CVAG** with Certificates of Insurance evidencing coverage currently in effect prior to commencing access to any Licensed Fiber. All policies are to provide **CVAG** with thirty (30) days prior written notice of cancellation or any material adverse change in conditions. All policies shall name **CVAG** as an additional insured.

VII. Assignment

- A. **CITY** may not assign, sub-license or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of **CVAG**, which shall not be unreasonably withheld.
- B. **CVAG** may not assign, sub-license or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of **CITY**, which shall not be unreasonably withheld.
- C. Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

VIII. Termination

The Parties shall have the right to terminate this Agreement and the license granted herein under the following circumstances:

- A. **CVAG** may terminate this Agreement (a) upon thirty (30) days written notice with an opportunity to cure within ten (10) days therefrom in the event that **CITY** commits a material breach of this Agreement, becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute or becomes insolvent or becomes subject to direct control by a trustee,

receiver or similar authority or uses the Licensed Fiber for any unlawful purpose or (b) upon sixty (60) days written notice in the event that **CVAG** for any reason intends to cease operation or maintenance of the CV Sync Network or any applicable portion thereof, or ceases to have rights to operate or maintain the CV Sync Network or any applicable portion thereof.

- B. **CITY** may terminate this agreement upon sixty (60) days written notice.
- C. In the event of termination in accordance herewith for any reason, **CITY** shall remove all fiber optic cable, equipment, electronics, lasers and fiber or other facilities installed by **CITY** in the CV Sync Network within sixty (60) days after the effective date of the termination. All costs of any kind arising from removal of **CITY**'s equipment, lasers and fiber or other facilities shall be borne entirely by **CITY**.

IX. General Provisions

- A. No waiver of any default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.
- B. This Agreement is made and entered into for the sole protection and benefit of **CVAG** and **CITY** and no third person shall have any right of action under this Agreement.
- C. This Agreement is for **CITY** use of Licensed Fiber only for uses as stated herein and nothing herein shall be construed so as to constitute **CITY** as an owner or a partner or joint venture with **CITY** as to the Project.
- D. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any party may initiate mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rate share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Riverside County. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party.
- E. **CITY** and **CVAG** warrant that all aspects of the Project undertaken by them shall be undertaken in compliance with all applicable local, state and federal rules, regulations and

laws. **CITY** will execute and deliver to **CVAG** such further documents and do other acts and things as **CVAG** may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this Agreement.

- F. **CITY** and **CVAG** and their successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
- G. No officer or employee of **CVAG** or **CITY** shall be personally liable to **CITY** or **CVAG** (respectively), in the event of any default or breach by the breaching Party, or for breach of any obligation of the terms of this Agreement.
- H. No officer or employee of **CVAG** or **CITY** shall have any personal interest, direct or indirect, in this Agreement; nor shall any such officer or employee participate in any decision relating to this Agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.
- I. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS; sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **CITY**:

Bryan Montgomery
City Manager
City of Indio
100 Civic Center Drive
Indio, CA 92201
Telephone: (760) 391-4000

If to **CVAG**:

Tom Kirk
Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
Telephone: (760) 346-1127

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

- J. This Agreement and the exhibits herein contain the entire agreement between the Parties, and is intended by the parties to completely state the agreement in full.
- K. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder

of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- L. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.
- M. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.
- N. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.
- O. **CITY** and **CVAG** warrant that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.
- P. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument. This Agreement may be executed by electronic signatures.

SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the above referenced date:

ATTEST:

CITY

By: _____
Steven Graham, City Attorney

By: _____
Bryan Montgomery, City Manager

ATTEST:

CVAG

By: _____
Allen McMillen, Contract Analyst II

By: _____
Tom Kirk, Executive Director

ATTACHMENT "A"

IDENTIFICATION OF CVAG FIBER OPTIC CABLE AND LICENSED FIBER

[To Be Inserted Prior to Agreement Execution]

DRAFT

**LICENSE AGREEMENT
BY AND BETWEEN CVAG AND CITY OF INDIO
FOR THE
CO-LOCATION OF CITY OF INDIO BROADBAND FIBER OPTIC CABLE WITH CVAG CV
SYNC CONDUIT**

THIS AGREEMENT is made and entered into this **29th day of September, 2025**, by and between the **City of Indio**, a municipal corporation, ("**CITY**") and the **Coachella Valley Association of Governments (CVAG)**, a California joint powers authority. **CVAG** and **CITY** are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Reference of such agreement is made as to the following background facts and circumstances:

RECITALS

- A. **CVAG** has planned for the regional synchronization of traffic signals, the modernization and standardization of hardware and software, and preparation for future intelligent transportation system infrastructure ("ITS") in the Coachella Valley generally known as the "Coachella Valley Regional Traffic Signal Synchronization Program" or "CV Sync"; and
- B. **CITY** is developing a broadband fiber network to serve municipal facilities, residents and businesses along corridors included in the scope of the CV Sync project; and
- C. In February 2018, the **CVAG** Executive Committee ("Executive Committee") approved the Master Plan for CV Sync; and
- D. The approved CV Sync Master Plan includes conduit and fiber optic cable that reserves fibers not only for the traffic management systems, communications and ITS elements, but it also includes reserving fibers for future applications such as Smart Cities and others for the future; and
- E. In 2018, **CITY** and **CVAG** executed a Multi-Agency Participating Agreement for Coachella Valley Regional Traffic Signal Synchronization Program; and
- F. In February 2021, the Executive Committee awarded the construction of Phase I of the CV Sync project; and
- G. In December 2022, the Executive Committee awarded the construction of Phase II of the CV Sync project; and
- H. The CV Sync project installed fiber optic cable in either conduits owned by **CITY** or conduits owned by **CVAG**, with construction plans for the CV Sync projects indicating the ownership of said conduits; and
- I. In June 2023, the Executive Committee authorized a contract change order with Crosstown Electric and Data, Inc., and a reimbursement agreement with **CITY** to cover all costs associated with the co-location of **CITY** broadband fiber with the construction of the CV Sync Phase II project; and
- J. In October 2023, **CITY** authorized a reimbursement agreement with **CVAG** in an amount not to exceed \$900,000 for work related to the co-location of **CITY** broadband fiber with the construction of CV Sync Phase II; and

- K. In February 2024, **CVAG** and **CITY** executed said reimbursement agreement for co-location of **CITY** broadband fiber with the construction of CV Sync, including provisions for City to use for municipal purposes a portion of the CV Sync fiber optic cable for municipal purposes; and
- L. **CITY** is developing a fiber network to serve residents and businesses and desires to co-locate said network with the CV Sync conduit; and
- M. The intent of the Parties is to increase broadband access to businesses and residents of the Coachella Valley in a manner that reduces costs of investment, speeds time to market and preserves public right of way (ROW) for future public safety needs; and
- N. The Parties desire to enter into an agreement to govern the terms and conditions under which **CVAG** will reserve certain conduits or space within its conduits to accommodate the installation and maintenance of **CITY**'s fiber optic cable for the use of **CITY** in connection with implementation of broadband fiber optic cable and related equipment installation in the ROW by **CITY** or **CITY**'s contractors, vendors, and assigns. Said Conduit, subject to this Agreement, is specifically identified in Attachment "A" and incorporated by reference herein.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

I. Definitions

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

- A. "Access Point" means a Manhole, Vault, Pull Box, Junction Box, Pull Box, Hub or Pedestal through which the CV Sync Network may be accessed for the purposes of running and accessing fiber optic cable.
- B. "Authorized Contractors" means third party contractors (whether contracted by **CITY** or contracted by **CVAG**) that have been approved and authorized by **CVAG**, have all required licensing, bonding, and insurance, to utilize Access Points and to make splices or perform other work on the CV Sync Network as provided for in this Agreement.
- C. "CV Sync Network" means the conduit, fiber optic cable and related infrastructure comprising the Coachella Valley Regional Traffic Signal Synchronization Program.
- D. "CVAG Conduit" refers to the physical pipe or tube owned by **CVAG** that is part of the Coachella Valley Regional Traffic Signal Synchronization Program.
- E. "CVAG Fiber Optic Cable" means fiber optic cable and related infrastructure owned by **CVAG** in the CV Sync Network identified in Attachment "A" to this Agreement.
- F. "Fiber Route Map" means the map of the composite routes of the CV Sync Network. The Fiber Route Map shall be updated and provided in "As-Built" form as necessary to reflect

modifications to the Fiber Segments or additional Fiber Segments in accordance with this Agreement.

- G. "Fiber Segment" means a continuous run of multi-strand fiber optic cable covering a portion of a fiber cable route.
- H. "Junction Box" means a box where fiber optic cable splices and connections are made and accessed and to access conduit.
- I. "City Conduit" refers to the physical pipe or tube owned by **CITY** that is part of the Coachella Valley Regional Traffic Signal Synchronization Program.
- J. "Licensed Conduit" means a portion of CVAG Conduit specifically identified in Attachment "A" to this Agreement, which shall be reserved and/or designated for **CITY** to use in accordance with and subject to the terms of this Agreement. Said conduit may be owned by **CITY** or by **CVAG**. If said conduit is owned by **CITY**, **CITY** has executed a Participation Agreement with **CVAG** allowing **CVAG** to access **CITY** signal controllers, signal communications systems, traffic management system, arterial management systems, video management systems, and other ITS technologies (hardware and software) to construct the CV Sync Network.
- K. "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.
- L. "Pedestal" means an above ground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.
- M. "Project" means the use of Licensed Fiber by **CITY**, including interconnections with fiber optic cable and related equipment owned by **CITY**.
- N. "Pull Box" means a buried box, with a lid that is even with the surface of the ground, used to store, terminate, splice or transfer fiber optic cable and access conduit.
- O. "Vault" means an underground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.

II. License

A. License Grant

Subject to the terms, conditions and limitations set forth herein, **CVAG** hereby grants to **CITY** a license and right for the use of Licensed Conduit for the installation and maintenance of fiber optic cable owned or employed by **CITY**. The duration of the foregoing license shall continue in perpetuity so long as the CV Sync Network installation remains in place and is in use by **CVAG** and its successors in interest and assigns, but nothing herein shall obligate **CVAG** to continue to maintain and operate the CV Sync Network or any portion thereof or during any periods in which **CVAG** is not otherwise using or planning to use the CV Sync Network. If only **CVAG** and **CITY** are utilizing the CV Sync Network, **CVAG** or its successors in interest shall give **CITY** prior written notice and a reasonable opportunity to assume responsibility for maintaining and operating each CV Sync Network segment before removing such CV Sync Network segment or ceasing to use such CV Sync Network segment for the provision of services. Except where **CVAG** is otherwise legally obligated to remove a CV Sync Network

segment in a shorter period of time, such prior notice shall be given at least ninety (90) days in advance of such removal.

B. Scope of Grant

1. **CVAG** shall provide **CITY** with access to the subject Licensed Conduit. To the extent that **CVAG** has authority to use and authorize third party use of Access Points, it will grant permission to Authorized Contractors to use such Access Points for installation, splicing and maintenance of Fiber in the Licensed Conduit as directed by **CITY** and at **CITY**'s sole cost, provided that the conduit capacity does not exceed limits recognized by industry standards. **CVAG** shall have no obligation whatsoever to install any additional conduit or to allocate any additional space in existing CVAG Conduit to meet the needs of **CITY**.
2. **CITY** shall undertake to obtain and provide all approvals, authorizations, coordination and supervision that is necessary in connection with its use of the subject Licensed Conduit and installation of fiber optic cable. Without limiting the foregoing, **CITY** shall have the sole responsibility for performing all activities and paying all costs necessary to install fiber within the Licensed Conduit and make the fiber operational, including but not limited to: (i) splicing the fiber to achieve interconnection between or within the applicable fiber segments and between the fiber and fiber optic cable belonging to others and (ii) providing, attaching and interconnecting equipment, electronics and lasers as required to transmit or receive optical signals via **CITY**'s fiber optic cable installed in the Licensed Conduit. **CITY** shall further have the sole responsibility for paying all costs and for constructing or otherwise providing facilities needed to connect the Licensed Conduit and **CITY**'s fiber optic cable to any other network or facilities via appropriate Access Points. Except as otherwise approved by **CVAG** (which approval shall not be unreasonably withheld), all installation of fiber optic cable in Licensed Conduit shall be carried out only by Authorized Contractors and, to the extent practicable, only during regularly scheduled maintenance windows or at other times that are reasonably convenient for **CVAG**.
3. **CVAG** and **CITY** agree and acknowledge that **CITY**'s use of Licensed Conduit and installation of **CITY**'s owned fiber optic cable within such Licensed Conduit does not and will not create or convey to **CITY** any ownership or property rights of any nature in the CV Sync Network or of any Access Points, aside from any portions of the CV Sync Network that are owned by **CITY** and subject to the terms of the Participation Agreement between **CITY** and **CVAG**. **CITY** may not encumber, offer as collateral, or allow any third-party claims or liens of any type on or against the CV Sync Network.
4. **CVAG** reserves the right to make inspections at any time during the construction or installation of any part of **CITY**'s fiber optic cable equipment, electronics, lasers or facilities (including interconnected fiber or copper cable) utilized by **CITY** in conjunction with the subject Licensed Fiber for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the CV Sync Network or breaches of **CITY**'s obligations hereunder. Such inspections shall be conducted at **CVAG**'s expense unless **CVAG** determines that **CITY** is not in compliance with the terms of this Agreement. In such instance, **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in making the inspection. **CITY** agrees that such inspections by **CVAG**, or the failure to do so, shall not relieve **CITY** of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

C. Designation of Licensed Fiber Strand

1. At any time following completion of the CV Sync Network construction and installation, **CITY** may notify **CVAG** of its desire to access the Licensed Conduit reserved for its use by **CVAG**. Such notice shall be written and shall be provided no fewer than sixty (60) days prior to the date on which **CITY** desires to access the CV Sync Network for purposes of installation of fiber optic cable. **CITY's** notice shall identify all of the following: (1) **CITY's** planned use for the fiber optic cable to be installed in Licensed Conduit, (2) the specific portions of the Licensed Conduit in which **CITY** intends to install, light and use fiber optic cable, (3) the Access Points **CITY** desires to use (if any) to access and splice the fiber optic cable to be run within Licensed Conduit, (4) all personnel or contractors that **CITY** proposes to use to perform any work activity involving the Licensed Conduit, including but not limited to construction and installation of fiber drops or laterals to ancillary Access Points or to lasers, electronics or other equipment, facilities or networks for purposes of lighting and using the fiber optic cable, and (5) **CITY's** plans for interconnecting with and using the fiber optic cable to be run within Licensed Conduit, including relevant technical and functional network specifications and design criteria for **CITY's** systems that may facilitate consultation and cooperation of **CITY** and **CVAG** in the interest of efficient and effective implementation of **CITY's** plans in accordance herewith.
2. Within ten (10) days following receipt of such initial notice, **CVAG** shall provide **CITY** with a diagram designating the specific Licensed Conduit that is available to **CITY** to run fiber optic cable hereunder and identified in **CITY's** notice.
3. To the extent that **CITY's** contractors will have access to any conduit that is not exclusively licensed to **CITY**, **CVAG** shall have the right to determine in advance whether **CITY's** personnel and/or proposed contractors are qualified to perform such work activities and may disapprove any proposed personnel or contractor in its sole reasonable discretion. **CVAG** shall identify the reasons for such disapproval in writing and **CITY** may propose alternate personnel or contractors.
4. **CITY** is solely responsible for obtaining all public, private or government approvals, authorizations, permits, certifications, easements, rights of way and attachment rights beyond those required for installation and maintenance within Licensed Conduit, if any, that are necessary in order for **CITY** to install, light and transmit or receive signals using the fiber optic cable installed in said Licensed Conduit, and shall provide documentary evidence thereof as and when reasonably requested by **CVAG**.

D. Limitations and Requirements for Use of CVAG Conduit and Fiber Strands

1. **CVAG** and **CITY** agree and acknowledge that **CITY** may use the Licensed Conduit for any lawful purpose for which the fiber optic cable is technically suited, provided that **CITY** shall use the fiber optic cable solely for its business purposes.
2. If **CVAG** determines for any reason that it is necessary to relocate, modify, underground or otherwise alter ("Relocation or Modification") all or any portion of Licensed Conduit, **CVAG** shall provide **CITY** written notification prior to making the proposed relocation, modification or alteration. Such notice shall be given at least sixty (60) days in advance except in circumstances in which **CVAG** is legally obligated to take action more promptly and the prior notification requirement of this section shall not apply to emergency

situations, in which case **CVAG** will give notice as quickly as is reasonably practicable. **CITY** shall have no responsibility for costs and expenses relating to any such Relocation or Modification of Licensed Conduit unless the Relocation or Modification is at the request of or required by **CITY** (if applicable). If and to the extent that such Relocation or Modification is required by reason of events or circumstances beyond **CVAG**'s reasonable control, **CITY** shall have sole responsibility for costs and expenses relating to any necessary rearrangement, relocation, modification or alteration of any of **CITY**'s fiber optic cable running within such Licensed Conduit and/or other equipment, electronics or lasers installed to light the subject fiber optic cable, or other facilities **CITY** has interconnected to the subject fiber optic cable that may result therefrom. However, if and to the extent that such Relocation or Modification is made at **CVAG**'s discretion or for **CVAG**'s benefit, **CVAG** and **CITY** shall share the costs on a pro-rata basis based upon the number of fibers utilized within the conduit.

3. Any fiber optic cable, equipment, electronics, lasers, or other network facilities provided by **CITY** shall be installed and maintained in accordance with the requirements and specifications of then current editions of the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), each of which are incorporated by reference in this Agreement. Further, **CITY** and its consultants and contractors shall at all times comply with the applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), with all applicable state and federal statutes and laws and with all applicable regulations, rules and orders issued by any state or federal agency having jurisdiction thereof, including without limitation the Federal Communications Commission, the California Utilities Board or other applicable regulatory agency.
4. **CVAG** reserves the right to make periodic inspections at any time of any part of **CITY**'s fiber optic cable equipment, electronics, lasers or facilities (including interconnected fiber or copper cable) utilized by **CITY** in conjunction with the subject fiber optic cable for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the CV Sync Network or breaches of **CITY**'s obligations hereunder. Except in the case of an emergency, **CVAG** shall give **CITY** 48 hours' notice before carrying out such inspections and **CITY** shall be permitted, but not required, to have a representative present for such inspections. Such inspections shall be conducted at **CVAG**'s expense unless **CVAG** determines that **CITY** is not in compliance with the terms of this Agreement. In such instance, **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in making the inspection. **CITY** agrees that such periodic inspections by **CVAG**, or the failure to do so, shall not relieve **CITY** of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

III. Maintenance

- A. **CVAG** shall maintain or arrange for maintenance of all CV Sync Network and facilities interconnected with or comprising a part of the CV Sync Network that are owned by **CVAG**, provided that **CVAG**'s obligation to maintain such facilities shall not in any way extend beyond the term of any other agreement with **CITY** for ROW use or equipment attachments to **CITY**'s facilities and provided further that such obligation shall cease earlier as to any CV Sync Network segments with respect to which **CVAG** and its successors in interests either: (1) lose the necessary attachment and access rights to enable such maintenance; or (2) permanently cease to use such CV Sync Network segments, provided that before removing any such CV

Sync Network segment **CVAG** gives **CITY** prior written notice and an opportunity to assume responsibility for maintaining and operating such CV Sync Network segment as provided in Section II.A.

- B. **CITY** shall have sole responsibility for maintaining all of its fiber optic cable, equipment, electronics, lasers and other facilities installed in Licensed Conduit or interconnected to the fiber optic cable installed in Licensed Conduit. **CITY** shall maintain its equipment, electronics, lasers and interconnecting fibers and facilities in good repair and in a manner that will not interfere with or degrade the quality or reach of any signal, transmission or telecommunications carried on the CV Sync Network running within the same Licensed Conduit. If **CITY's** equipment or facilities should cause any type of interference with, or degradation of, any signal, transmission or telecommunications on the CV Sync Network, **CITY** agrees to correct the condition within twenty-four (24) hours for any problem causing a degradation, but not disruption, of any signal, transmission or telecommunications on the CV Sync Network. If **CITY** fails to take such corrective action, **CVAG** may in its sole discretion correct said condition at **CITY's** expense. **CVAG** shall notify **CITY** in writing prior to performing such work whenever practicable. When **CVAG** reasonably believes, however, that such conditions pose an immediate threat to public safety or interfere with the performance of **CVAG's** service obligations or pose an immediate threat to the physical integrity of the CV Sync Network or other facilities, **CVAG** may perform such work and/or take such action, including temporary disconnection of **CITY's** equipment and facilities from the CV Sync Network, that it reasonably deems necessary without first giving written notice to **CITY**. **CITY** shall be responsible for paying **CVAG** for all reasonable costs incurred by **CVAG** in taking such corrective actions if **CVAG** shows that the problem was in fact caused by **CITY's** equipment or facilities. **CVAG** shall bear the cost of any reconnection or restoration of **CITY's** equipment or facilities that is made necessary as a result of **CVAG's** mistaken actions. **CVAG** shall be indemnified by **CITY** for such work in accordance with Section IV below.

IV. Liability and Damages

- A. **CITY**, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities of **CVAG** and shall make an immediate report to **CVAG** of the occurrence of any such damage caused by its personnel, agents or contractors. **CITY** agrees to reimburse **CVAG** for all reasonable costs incurred by **CVAG** for repair or replacement of such facilities damaged by **CITY**, its personnel, agents and contractors.
- B. **CITY** shall be liable to **CVAG** for all of its actions or omissions that cause damage to the CV Sync Network, the Access Points and all other facilities and equipment associated with the CV Sync Network or that interfere with, disrupt or degrade the quality or reach of any signal, transmission or telecommunications carried on the CV Sync Network but shall not be liable for any special, indirect or consequential damages arising from **CITY's** actions or omissions.
- C. **CVAG** shall not be liable to **CITY** for any special, indirect or consequential damages arising from any interruption or degradation of **CITY's** communications carried on fiber optic cable installed within Licensed Conduit.
- D. **CITY** shall not be liable to **CVAG** for any special, indirect or consequential damages arising from any interruption or degradation of **CVAG's** communications carried on fiber optic cable installed within Licensed Conduit.

V. Mutual Indemnification

- A. **CITY** hereby agrees to defend and indemnify **CVAG**, its officials, officers, employees, contractors, agents, and authorized volunteers (hereinafter collectively referred to in this paragraph as "**CVAG**"), from any claims, demands, actions, proceedings, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, against **CVAG**, arising solely out of the acts or omissions of **CITY** or its officials, officers, employees, contractors, agents, and authorized volunteers arising out of this Agreement. At its sole discretion, **CVAG** may participate at its own expense in the defense of any claim, action or proceeding. **CVAG** shall notify **CITY** promptly of any claim, action or proceeding and cooperate fully in the defense.
- B. **CVAG** hereby agrees to defend and indemnify **CITY**, its officials, officers, employees, contractors, agents, and authorized volunteers (hereinafter collectively referred to in this paragraph as **CITY**), from any claims, demands, actions, proceedings, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, against **CITY**, arising solely out of the acts or omissions of **CVAG** or its officials, officers, employees, contractors, agents, and authorized volunteers arising out of this Agreement. At its sole discretion, **CITY** may participate at its own expense in the defense of any claim, action or proceeding. **CITY** shall notify **CVAG** promptly of any claim, action or proceeding and cooperate fully in the defense.
- C. **CITY** hereby agrees to defend itself, and **CVAG** hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of **CITY** and **CVAG**. In such cases, **CITY** and **CVAG** agree to retain their own legal counsel, bear their own defense costs and waive their right to seek reimbursement of such costs, except as provided in subsection (E) below.
- D. Notwithstanding subsection (C) above, in cases where **CITY** and **CVAG** agree in writing to a joint defense, **CITY** and **CVAG** may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of **CITY** and **CVAG**. Joint defense counsel shall be selected by mutual agreement of **CITY** and **CVAG**. **CITY** and **CVAG** agree to share costs of such joint defense and any agreed settlement in equal amounts, except as provided in subsection (E) below. **CITY** and **CVAG** further agree that neither party may bind the other to a settlement agreement without the written consent of both **CITY** and **CVAG**.
- E. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, **CITY** and **CVAG** may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
- F. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by such Party, its officials, officers, employees, contractors, agents, and authorized volunteers. This section shall survive any expiration or termination of this Agreement.
- G. Notwithstanding anything herein to the contrary, **CITY** shall also indemnify **CVAG** against any third-party claims or charges comprising pass-throughs of property taxes imposed upon structures located in the ROW by reason of **CVAG**'s attachments of facilities to such structures or improvements made to such structures in order to accommodate such attachments.

VI. Insurance

- A. Throughout the term of this Agreement, **CITY** shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to **CVAG** the following:
1. General Liability Coverage. **CITY** shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to **CVAG**.
 2. Automobile Liability Insurance. **CITY** shall maintain self-insurance or a program of self-insurance covering automobile covering bodily injury and property damage for all activities of District arising out of or in connection with activities or services to be performed under this Agreement. Evidence of such coverage shall be provided to **CVAG**.
 3. Workers' Compensation Insurance. **CITY** shall maintain self-insurance for Workers' Compensation Insurance (Statutory Limits) and Employer's Liability. Evidence of such coverage shall be provided to **CVAG**.
- B. Throughout the term of this Agreement, **CITY** shall cause its contractors, including any subcontractors or agents working on their behalf, 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. 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);
 3. Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 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.
- C. **CITY** shall provide **CVAG** with Certificates of Insurance evidencing coverage currently in effect prior to commencing access to any Licensed Fiber. All policies are to provide **CVAG** with thirty (30) days prior written notice of cancellation or any material adverse change in conditions. All policies shall name **CVAG** as an additional insured.

VII. Assignment

- A. **CITY** may not assign, sub-license or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of **CVAG**, which shall not be unreasonably withheld.
- B. **CVAG** may not assign, sub-license or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of **CITY**, which shall not be unreasonably withheld.
- C. Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

VIII. Termination

The Parties shall have the right to terminate this Agreement and the license granted herein under the following circumstances:

- A. **CVAG** may terminate this Agreement (a) upon thirty (30) days written notice with an opportunity to cure within ten (10) days therefrom in the event that **CITY** commits a material breach of this Agreement, becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute or becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority or uses the Licensed Conduit for any unlawful purpose or (b) upon sixty (60) days written notice in the event that **CVAG** for any reason intends to cease operation or maintenance of the CV Sync Network or any applicable portion thereof, or ceases to have rights to operate or maintain the CV Sync Network or any applicable portion thereof.
- B. **CITY** may terminate this agreement upon sixty (60) days written notice.
- C. In the event of termination in accordance herewith for any reason, **CITY** shall remove all fiber optic cable, equipment, electronics, lasers and fiber or other facilities installed by **CITY** in the CV Sync Network within sixty (60) days after the effective date of the termination. All costs of any kind arising from removal of **CITY**'s equipment, lasers and fiber or other facilities shall be borne entirely by **CITY**.

IX. General Provisions

- A. No waiver of any default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.
- B. This Agreement is made and entered into for the sole protection and benefit of **CVAG** and **CITY** and no third person shall have any right of action under this Agreement.
- C. This Agreement is for **CITY** use of Licensed Conduit only for uses as stated herein and nothing herein shall be construed so as to constitute **CITY** as an owner or a partner or joint venture with **CITY** as to the Project.
- D. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any party may initiate mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rate share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the

dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Riverside County. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party.

- E. **CITY** and **CVAG** warrant that all aspects of the Project undertaken by them shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. **CITY** will execute and deliver to **CVAG** such further documents and do other acts and things as **CVAG** may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this Agreement.
- F. **CITY** and **CVAG** and their successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
- G. No officer or employee of **CVAG** or **CITY** shall be personally liable to **CITY** or **CVAG** (respectively), in the event of any default or breach by the breaching Party, or for breach of any obligation of the terms of this Agreement.
- H. No officer or employee of **CVAG** or **CITY** shall have any personal interest, direct or indirect, in this Agreement; nor shall any such officer or employee participate in any decision relating to this Agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.
- I. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS; sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **CITY**:

Bryan Montgomery
City Manager
City of Indio
100 Civic Center Drive
Indio, CA 92201
Telephone: (760) 391-4000

If to **CVAG**:

Tom Kirk
Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
Telephone: (760) 346-1127

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or

registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

- J. This Agreement and the exhibits herein contain the entire agreement between the Parties and is intended by the parties to completely state the agreement in full.
- K. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- L. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.
- M. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.
- N. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.
- O. **CITY** and **CVAG** warrant that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.
- P. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument. This Agreement may be executed by electronic signatures.

SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the above referenced date:

ATTEST:

CITY

By: _____
Steven Graham, City Attorney

By: _____
Bryan Montgomery, City Manager

ATTEST:

CVAG

By: _____
Allen McMillen, Contract Analyst II

By: _____
Tom Kirk, Executive Director

ATTACHMENT "A"

IDENTIFICATION OF LICENSED CONDUIT(S)

[To Be Inserted Prior to Agreement Execution]

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ITEM 7E

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

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

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

Recommendation: Authorize the Executive Director to execute Amendment No. 16 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$148,000

Transportation Committee: Concurred (Meeting of August 25)

Background: As CVAG strives to finalize construction, it is essential to collaborate with CV Link's primary design team – Alta Planning and Design – to consider the existing field conditions, address contractor inquiries, obtain necessary agency approvals, and conclude the project. Staff is recommending Amendment No. 16, which would allocate additional funding in order to cover design and engineering support through final completion of the remaining segments, including the work along Highway 111 in the City of Palm Springs and the crossing of the Union Pacific Railroad in Indio.

Alta's work with the project dates back to July 18, 2014, when the CVAG Executive Committee approved a contract with for planning, design and engineering services related to CV Link in an amount of \$6,217,000, plus a 10 percent contingency. The contract has been amended by the Executive Committee many times over the years as the route was adjusted and CV Link went from a concept to a project under construction. The most recent amendment was in April 2025, when the Executive Committee approved a not-to-exceed amount of \$198,000. The scope of the current contract includes various tasks, such as design and construction support.

Alta has played an integral role in the development of CV Link, and their experience with the project cannot be replicated. The team has extensive expertise in the field of active transportation and has been a resource not only to CVAG but to member jurisdictions as the design was being finalized. Alta, along with its subconsultants, is assisting CVAG throughout the construction phase. This involves replying to information requests, participating in construction coordination meetings, and making necessary adjustments to plans as needed for permits. Alta maintains a strong partnership with Anser Advisory Group, the team managing the CV Link construction, to tackle any design modifications required during the construction process. When appropriate, Anser leads the effort by working with the construction contractor to find solutions; subsequently, those contractors collaborate with Alta to finalize the design changes, allowing work to proceed.

The outlined tasks in this amendment include ongoing coordination with Caltrans regarding the section along Highway 111 in Palm Springs, with Union Pacific Railroad concerning the undercrossing in the City of Indio, and with Riverside County Flood Control District concerning

the Ramon Road undercrossing in the City of Cathedral City. Alta also provides ongoing project support throughout the closeout phase of project completion.

Staff is recommending Amendment No. 16, allocating additional funding through December 2025 when the contract expires. The authorization would also allow the Executive Director and/or Legal Counsel to make minor, clarifying contract changes prior to execution.

Fiscal Analysis: Amendment No. 16 includes a not-to-exceed amount of \$148,000 and brings the total authorized amount to \$12.2 million. The cost of services will be paid for from existing funding sources for CV Link.

Attachment: Amendment No. 16 to Alta's contract and scope of work

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

This **AMENDMENT NUMBER SIXTEEN** is made and entered into this **29th day of September 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **Alta Planning + Design (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement for the CV Link Project.

- 1. This Amendment Number Sixteen authorizes CVAG funds in the amount not to exceed \$148,000**

Summary

Previously authorized Active Transportation Program federal funds as noted in Revised Executive Committee report 9-29-15	\$ 6,217,000
Amendment Number One	\$ 239,000
Amendment Number Two	\$ 204,238
Amendment Number Three	\$ 106,302
Amendment Number Four (Contract Extension Only)	\$ 0
Amendment Number Five	\$ 1,260,287
Amendment Number Six	\$ 1,359,550
Amendment Number Seven (Contract Extension Only)	\$ 0
Amendment Number Eight	\$ 438,438
Amendment Number Nine	\$ 578,211
Amendment Number Ten	\$ 551,352
Amendment Number Eleven (Contract Extension Only)	\$ 0
Amendment Number Twelve	\$ 287,500
Amendment Number Thirteen	\$ 334,000
Amendment Number Fourteen	\$ 295,000
Amendment Number Fifteen	\$ 198,000
Amendment Number Sixteen	\$ 148,000
Current Cost for CV Link Project	\$12,216,878

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

ALTA PLANNING + DESIGN

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Mike Rose, Vice President

**Exhibit A.
Scope of Work**

Introduction and Understanding

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

Alta offers the following scope of work:

1. HWY 111 Work

Respond to request for information from contractor and Caltrans inspection representatives. Prepare details and document field changes, including work by traffic engineer, if required.

Estimated Fee \$25,000

2. Ramon Road Undercrossing

Prepare plan modifications as required by Riverside County Flood Control District (RCFCD) and City. Respond to request for information from contractor and RCFCD. Assist with encroachment permit documentation. Prepare details and document field changes, including Hydrology and hydraulic sub consultants.

Estimated Fee \$38,000

3. UPRR undercrossing in Indio

Respond to request for information from contractors, City & Union Pacific Railroad inspection representatives. Prepare details and document field changes as required.

Estimated Fee \$20,000

4. Misc. Signage & Project Support

PMT meetings, RFI responses, plan adjustments and other tasks as directed by CVAG. These include work for Segments 1, 3-6 and the Community Connectors This is inclusive of tasks that arise that require services from Alta and/or our subcontractors on this project. These include updates to signage plans, design changes, permit drawings and exhibit drawings and general support for Accenture (formerly Anser) and CVAG.

Estimated Fee \$65,000

**Exhibit B.
Price Formula**

Estimated Fee

	Task	Estimated Fee
1	Hwy 111 Work	\$ 25,000.00
2	Ramon Road Undercrossing	\$ 38,000.00
3	UPRR Undercrossing	\$ 20,000.00
4	Misc. Signage & Project Support	\$ 65,000.00
	Total:	\$ 148,000.00

**Exhibit C.
Schedule**

Task

1. Hwy 111 Work
2. Ramon Road Undercrossing
3. UPRR Undercrossing
4. Misc. Signage & Project Support

Expected Completion Dates

Ongoing through duration of construction
Ongoing through duration of construction
Ongoing through duration of construction
As needed

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ITEM 7F

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: CV Link at Union Pacific Railroad Right-of-way

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

Recommendation: Authorize the Executive Director to spend an additional \$100,000 on flagging services and associated work related to CV Link under Union Pacific Railroad in the City of Indio

Transportation Committee: Concurred (Meeting of August 25)

Background: On April 26, 2024, the CVAG Executive Committee approved a Public Pedestrian Underpass Agreement with Union Pacific Railroad (UPRR). This agreement required a one-time licensing, engineering, and construction fee of \$164,000. In addition, the agreement required CVAG to pay for flagging services at a standard prevailing wage rate of \$1,400 daily to UPRR's vendor, National Railroad Safety Services (NRSS). This service is required whenever the contractor passes under the railroad, or in and out of UPRR's right-of-way.

On February 24, 2025, the Executive Committee authorized the Executive Director to spend a not-to-exceed amount of \$250,000 for flagging services. An additional \$100,000 was authorized in June 2025 after construction took longer than anticipated. Much of this extra work related to an existing high-pressure gas line within the work zone. The depth of this gas line was unknown, so the contractor had to avoid certain areas while working with the gas company to determine the depth of the gas line. This extended the working days, leading to an increase in additional flagging services for the work within the UPRR right-of-way.

When the previous amendment was brought forward, staff had anticipated work would continue through June 2025. However, work continued throughout the summer. While the majority of the undercrossing pathway is now completed, the outstanding work includes the installation of a canopy structure to protect CV Link users from objects dropped or ejected from the trains passing overhead. The concrete foundations for the canopy protection structures have been installed but the canopy structures are still being fabricated. Once the canopy structures are fabricated, they can be erected. In the meantime, the contractor continues to work under the railroad installing solar pathway lights and striping. This work requires continued flagging services. It is now anticipated that the project will be completed by September 2025.

Staff are now recommending an additional \$100,000 for this work, increasing the Executive Director's authority to \$450,000, for flagging services at the UPRR undercrossing.

Fiscal Analysis: The recommended action will add an additional \$100,000, increasing the Executive Director's authority to \$450,000, for flagging services at the UPRR undercrossing.

Based on the required services, it has been determined that NRSS's weekly costs average just under \$10,000 per week.

ITEM 7G

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: CV Link Extension to Desert Hot Springs

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

Recommendation: Authorize the Executive Director to execute a services contract with Dokken Engineering, not to exceed \$130,000, to conduct alternative analysis, conceptual planning, and provide grant application support for the CV Link Desert Hot Springs extension connection project

Transportation Committee: Concurred (Meeting of August 25)

Background: With construction of CV Link's 40-plus miles nearing completion, CVAG staff is looking at how to move ahead with the next phases of creating a multi-modal network. The 2016 Conceptual CV Link Master Plan identifies two possible connections between CV Link and the City of Desert Hot Springs: one utilizing the Gene Autry/Palm Drive corridor and one using Garnet to Worsley Road via the existing Wall Road grade separation. While these alternate connections are not part of the current CV Link buildout, CVAG has contributed funding to a constellation of projects geared toward bicycle and pedestrian safety features along Palm Drive that could connect with an extension of CV Link into Desert Hot Springs. CVAG and Desert Hot Springs staffs have also identified the need to further study and determine the preferred routes to connect Desert Hot Springs to the CV Link. A significant challenge to connecting Desert Hot Springs to the CV Link includes the necessary crossings of Union Pacific Railroad (UPRR) and Interstate 10.

CVAG staff is now recommending an alternative analysis and conceptual plan to address the necessary crossings of UPRR and Interstate 10 and connect the CV Link to Desert Hot Springs. This will serve as a foundational document for future engineering and design work and inform funding applications for the eventual buildout of the identified extension to the City of Desert Hot Springs. In February 2025, CVAG advertised a Request for Proposals (RFP) to conduct alternative analysis and conceptual planning for the CV Link Desert Hot Springs extension project and support the development of grant applications for future project funding. CVAG received four proposals by the May 16, 2025 submittal deadline.

Consultant	Location
CR Associates	San Diego
Dokken Engineering	San Diego
Kimley-Horn Associates	Palm Desert
TKE Engineering, Inc.	Palm Desert

A committee comprised of staff from CVAG and the City of Desert Hot Springs evaluated the proposals and conducted interviews. Based on the feedback from the proposal evaluation committee, staff are now recommending Dokken Engineering to complete the work. Their work will include analyzing existing conditions, evaluating possible crossings and alignments, conducting public outreach with key stakeholders and coordinating with CVAG on grant applications.

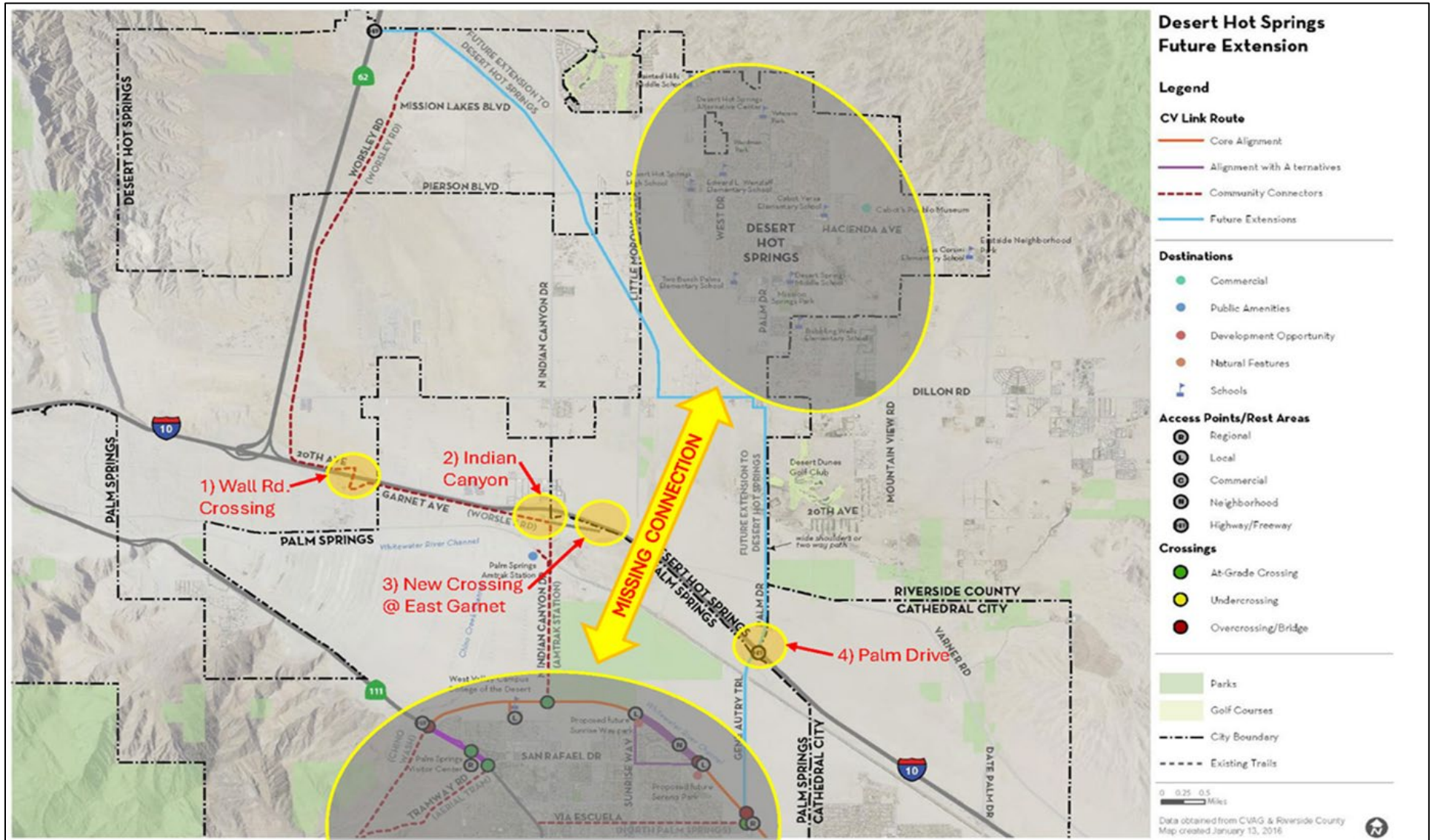
Staff is recommending Executive Director be authorized to execute a contract with Dokken Engineering to conduct the work. This authorization would also allow the Executive Director and/or Legal Counsel to make clarifying contract changes prior to execution. Upon authorization by the Executive Committee, CVAG staff will commence the project in October 2025. The effort to complete the alternative analysis and conceptual planning is expected to be substantially completed by June 2026.

Fiscal Analysis: The proposed fee from Dokken Engineering to conduct the alternative analysis, conceptual planning, and provide grant application support is \$130,000, including contingency funding. Regional transportation funding for this project was included CVAG's Fiscal Year 2025-26 Budget.

Attachments:

1. CV Link Master Plan Desert Hot Springs Extension Connection Project Map
2. Professional services contract for Dokken Engineering with Technical & Fee Proposals

CV Link DHS Extension - Connection Alternatives Concepts



SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
DOKKEN ENGINEERING

THIS AGREEMENT is made and effective as of **September 29, 2025** between the Coachella Valley Association of Governments ("CVAG") Dokken Engineering ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **September 29, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 31, 2026**, unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **PROFESSIONAL ENGINEERING SERVICES FOR CV LINK EXTENSION TO DESERT HOT SPRINGS STUDY** services consistent with the provisions of the Request for Bids/Proposals for the proposed **CV LINK EXTENSION TO DESERT HOT SPRINGS**, released on February 27, 2025, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein and/or 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 herein or 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 (Fees and Consultant's Proposal)

Exhibit C: Schedule

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 **\$130,000**.

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) Consultant shall invoice no less frequently than monthly and submit invoices within 15 days of each month end except for the month end of June when invoices shall be submitted within 7 days. Invoices shall include the time period covered and be itemized for time and materials. Each invoice for payment must be accompanied by a written description. The description shall provide detail about the types of activities and specific accomplishments during the period for which the payment is being made. CVAG shall only make payments in the form of Electronic Fund Transfer (EFT).

(f) 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.

(g) 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 \$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.

(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 Drive, Suite 100
Palm Desert, CA 92260

To Consultant: Dokken Engineering
John A. Klemunes, Jr., PE,
1450 Frazee Road, Suite 100
San Diego, CA 92108

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.

This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the combined signed pages constituting one completely executed document.

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

DOKKEN ENGINEERING

By: _____
John A. Klemunes, Jr., PE, President

EXHIBIT "A"

SCOPE OF WORK

See following page.

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SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Subtask 1.1 Meetings and Coordination

Dokken will organize, attend, and facilitate meetings to provide progress updates and coordination between stakeholders, CVAG, and technical disciplines. For each meeting, The Dokken Team will provide meeting notices, agenda, and materials, and prepare meeting minutes. The following meetings are anticipated for this project:

Kickoff Meeting: Within 15 days of Notice to Proceed (NTP), Dokken will organize a kickoff meeting (in-person or remote as determined by CVAG) with all key personnel, design team members, agency and stakeholder representatives on the project.

Project Development Team (PDT) Meetings: The Project meetings will serve as the primary forum for reviewing the status of the project, reviewing document submittals, and identifying and resolving project design issues. Attendees are anticipated to include CVAG staff, Caltrans, Dokken Engineering, and consultant task leads. Throughout the anticipated duration of the project, Dokken plans to hold approximately six (6) monthly PDT Meetings.

Subtask 1.2 Project Administration

Dokken will monitor and control the progress of proposed services as follows: Setup a project accounting system; Prepare Monthly Progress Reports; Prepare a Quality Control Plan; Prepare, monitor, and adjust CPM Schedule monthly.

Task 1 Deliverables: Meeting Notices, Agendas, Minutes; Monthly Progress Reports; Project Schedule with Updates

TASK 2 – DATA COLLECTION AND ASSESSMENT

Subtask 2.1 As Built and Utility Inventory

Dokken will coordinate with CVAG staff to collect and review available as built data for use and reference associated with the project improvements. We will also perform the Dig Alert (811) Design Lookup for the project area to generate the list of potentially impacted utilities and create a Utility Coordination Matrix to track contact and potential conflict information. We will collect and map existing utility as-builts from agencies at potential structure locations to identify potential conflicts.

Task 2.2 Topographic Survey

Dokken will review readily available Nearmaps, Google Earth, and GIS information to generate the existing aerial mapping, 10-ft topographical contours, and right-of-way base maps to be used for the preliminary analysis. We will work with our surveying subconsultant, UNICO, to pull ortho rectified images from their data base service and map them into CAD.

Task 2.3 Field Review

Dokken will conduct a thorough field review of existing conditions along the proposed corridor, that consists, but is not limited to collecting the following:

- ✓ All roadway features including curb lines, structures, property lines, edges of pavement, edges of paved sidewalks, curb returns, curb ramps, driveways, bus pads, and sidewalk and pavement conditions.
- ✓ Signing and striping including overhead signs, street lighting, traffic signals, handholes, manholes, power poles, cabinets, fire hydrants, vaults, pull boxes, and other aboveground utility features.
- ✓ Other field conditions that might affect a design decision include but are not limited to landscaping and irrigation features, trees, private property features, drainage features, billboards, etc.

Task 2 Deliverables: Existing Utility Base Map; Existing Topographic and Right of Way Base Map; Field Notes

TASK 3 – ALIGNMENT EVALUATION

Task 3.1 Initial Alignment Alternative Analysis

Dokken will prepare initial alignments for each of the four proposed crossing locations. Dokken will utilize the information from the data collection and assessment task to minimize impacts to existing utilities and right-of-way. Dokken will evaluate the existing bridges mentioned in the RFQ to determine if retrofit or replacement is needed to accommodate the crossing.

Task 3.2 Evaluation Memo with Estimates and Exhibits

Dokken will prepare an evaluation memo that provides analysis of the four initial alignments. The criteria for evaluating the four alternatives will include construction costs, construction timeline, public safety, utility impacts, and right-of-way impacts. A draft evaluation memo will be submitted upon completion of initial concept alternatives with estimates and exhibits. The evaluation memo will then be finalized after review and response to comments.

Task 3.1 and 3.2 Deliverables: Initial Alignments; Concept Exhibits and Estimates; Draft/Final Evaluation Memo



Task 3.3 Public Outreach

Dokken will work with CVAG staff and project stakeholders to present the preferred alignments and I-10 crossing structure alternative(s) with stakeholders, business owners, and residents at a public outreach event to be coordinated jointly with CVAG. We will prepare exhibits and presentation materials for up to two (2) separate public outreach events, at separate locations within Palm Springs and Desert Hot Springs, as deemed appropriate by the PDT and Stakeholders. To facilitate the incorporation of public comments we will also prepare a webpage for this project, like the CV Link Extensions to Mecca-North Shore, which will make use of the existing CV Link webpage and recommend modifications as needed. Ideally the public outreach event will be coordinated near the submittal of the Draft Study, to be able to wrap comments into the Final Study.

Task 3.4 Grant Applications, Coordination, and Submittals (2)

Dokken will work with CVAG staff to research applicable grant funding opportunities for the whole project as well as potential portions of the whole based on grant focus. We will prepare up to two grant funding applications and utilize demographic data compiled for the project area by CVAG staff. Dokken will work to maximize grant funding opportunities by using appropriate language in our reports and applications. We will prioritize grant applications based on deadlines and work with CVAG staff to ensure the required application items are completely understood and processed in a timely manner.

Task 3.3 and 3.4 Deliverables: *Public Outreach Materials (Exhibits, Mailers, Flyers, etc.); ATP, Complete Streets, SS4A, and Vision Zero Grant Funding Application Support*

Exhibit “B”

PRICE FORMULA

See following page.

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TASK DESCRIPTION	DOKKEN ENGINEERING						TOTAL HOURS	TOTAL COST
	Michael Greer, PE, TE Project Manager	Justin Thornber, PE Project Engineer	Charles Tornaci, PE Senior Engineer	Jason Andrews, SR/WA Right of Way	Assistant Engineer 1	CAD/Detailer		
BILLING RATES*	\$290	\$215	\$280	\$185	\$125	\$150		
TASK 1 - PROJECT MANAGEMENT AND MEETINGS	18	12	6	2			38	\$9,850
1.1 Meetings and Coordination	12	6	6	2			26	\$6,820
1.2 Project Management	6	6					12	\$3,030
TASK 2 - PRELIMINARY ENGINEERING (30% DESIGN)	11	14	14		56	96	191	\$31,520
2.1 As Built and Utility Inventory	2	4	4		32	64	106	\$16,160
2.2 Topographic Survey	1	2	2		16	32	53	\$8,080
2.3 Field Review	8	8	8		8		32	\$7,280
TASK 3 - ALIGNMENT EVALUATION	36	72	44	22	144	120	438	\$78,310
3.1 Initial Alignment Alternative Analysis	8	16	16	8	32	64	144	\$25,320
3.2 Evaluation Memo with Estimates and Exhibits	16	32	16	8	64	32	168	\$30,280
3.3 Public Outreach	4	8	4	2	16	8	42	\$7,570
OPTIONAL 3.4 Grant Applications, Coordination, and Submittals (2)	8	16	8	4	32	16	84	\$15,140
TOTAL HOURS	65	98	64	24	200	216	667	
TOTAL COST	\$18,850	\$21,070	\$17,920	\$4,440	\$25,000	\$32,400		\$119,680

Design Contingency: \$10,320

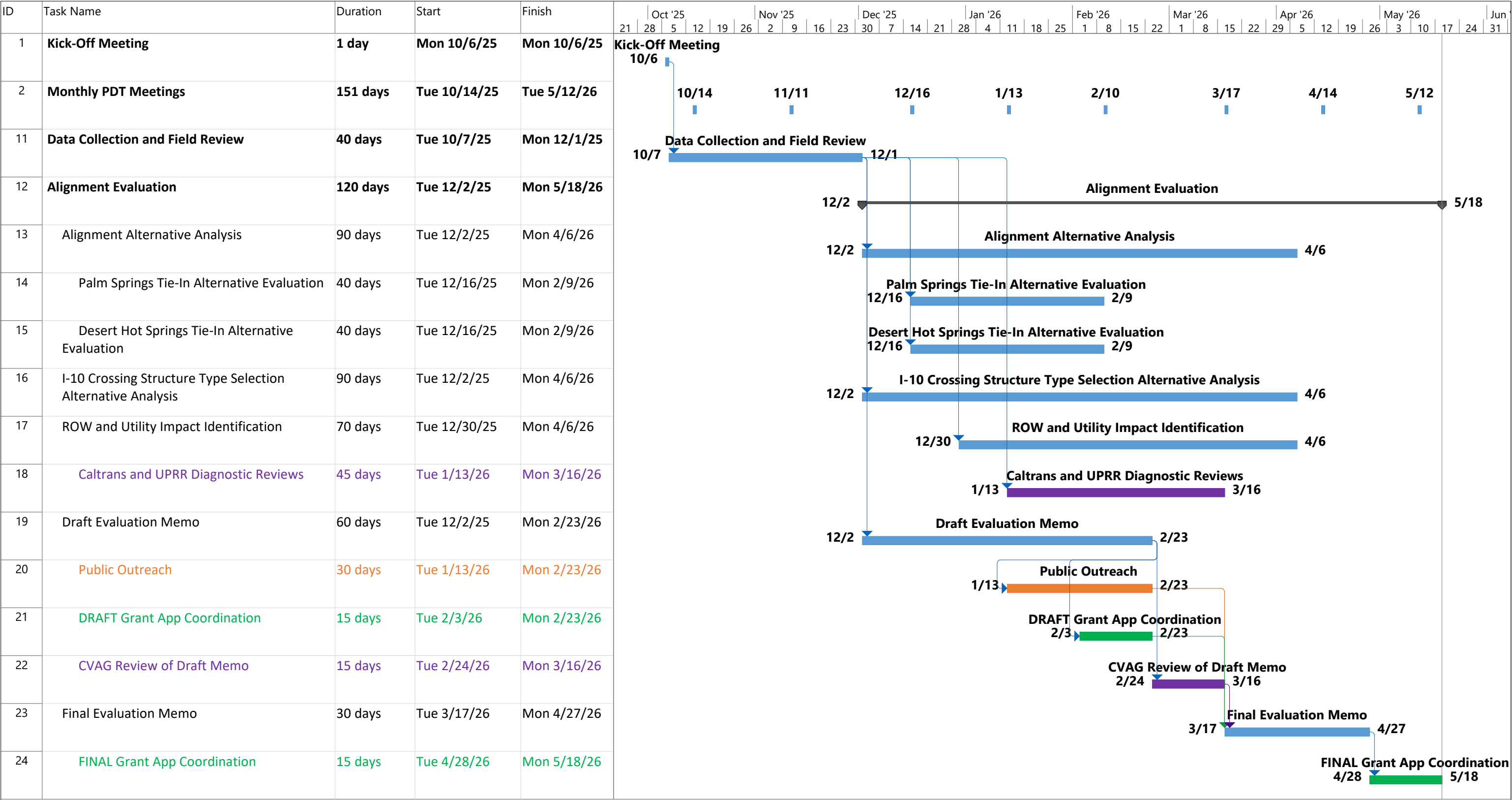
Total Not-to-exceed contract amount: \$130,000

Exhibit “C”

SCHEDULE

See following page.

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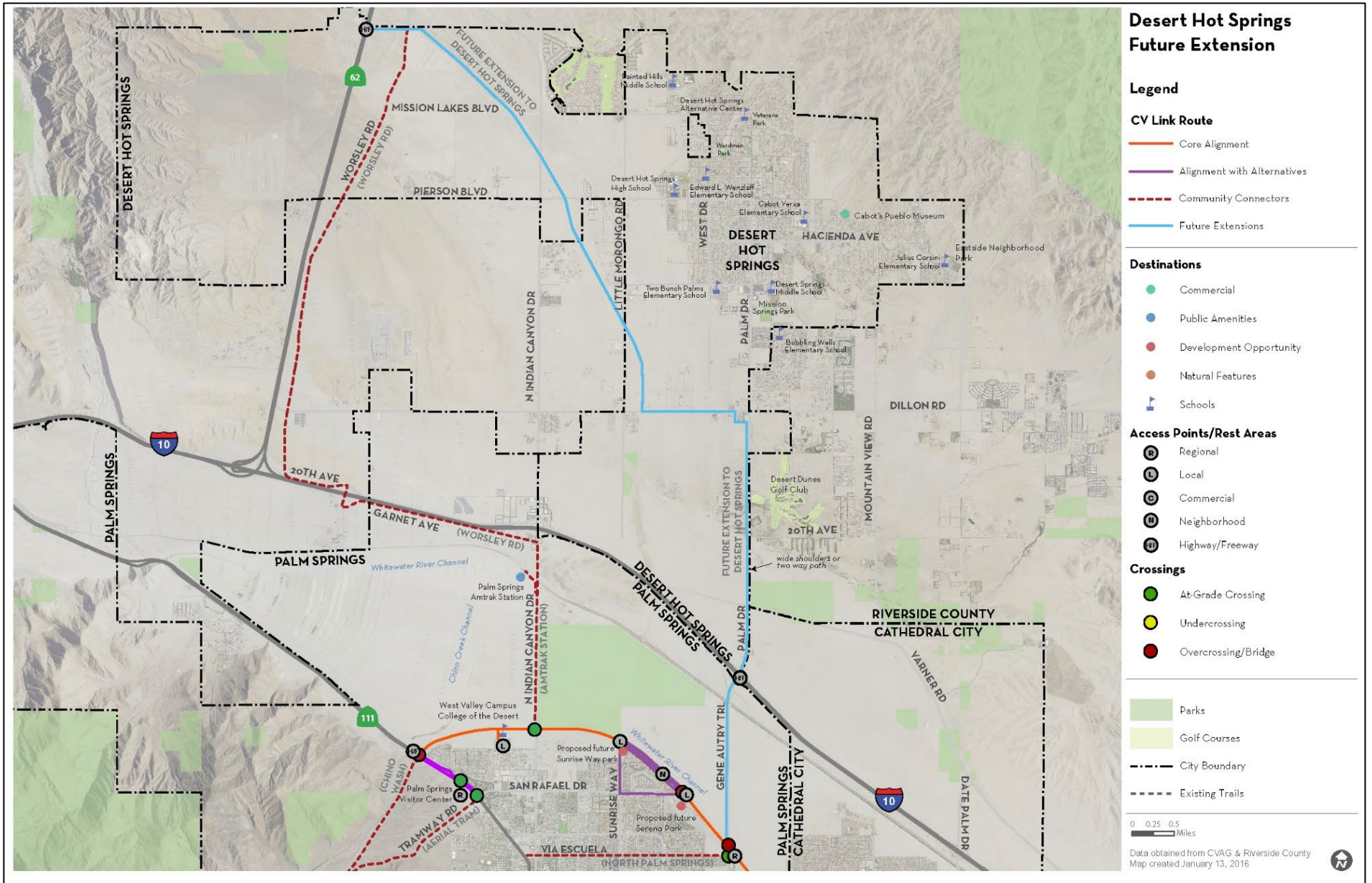


Coachella Valley Association of Governments
Project: CV Link Extension to Desert Hot Springs
Date: Thu 7/31/25



Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks		Slippage	

CV Link Master Plan Desert Hot Springs Future Extension



SUBMITTED TO:
COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS
Allen McMillen
Management Analyst II
procurement@cvag.org



CVAG

Professional Engineering Services for
**CV LINK
EXTENSION TO
DESERT
HOT SPRINGS
STUDY**



PROPOSAL

SUBMITTED ON: May 16, 2025

SUBMITTED BY:



Micahel Greer, PE, TE
Project Manager
1450 Frazee Road, Suite 100
San Diego, CA 92108
(858) 514-8377
mgreer@dokkenengineering.com



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

May 16, 2025

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

**RE: Request for Proposals for Professional Engineering Services for
the CV Link Extension to Desert Hot Springs Study**

PRIMARY CONTACT

Michael Greer, PE, TE
Project Manager
Dokken Engineering
1450 Frazee Road, Suite 100
San Diego, CA 92108
Tele: (858) 514-8377
Mobile: (858) 276-9726
E-Mail: mgreer@dokkenengineering.com

Dear Mr. Hoy and Selection Committee,

We congratulate CVAG on its continued efforts to design, build, and expand the regional CV Link multiuse pathway network with the addition of community connection segments, such as the Palm Springs and Desert Hot Springs connectors. Dokken Engineering is a multi-disciplinary firm with a well-balanced team of experienced engineers in the fields of roadway, multi-use pathways, structures, drainage, electrical, environmental, and right of way engineering. We understand the challenges and complexities involved with coordinating the analysis of design alternatives for these four potential crossing locations that traverse several communities, jurisdictional boundaries, and have multiple stakeholders. With improvements proposed across existing railroad tracks and Interstate 10 (I-10), UPRR and Caltrans will both be key members of the stakeholder group. Other stakeholders include the Cities of Palm Springs, Desert Hot Springs, and possibly Cathedral City as well as the County of Riverside to provide input on potential alignments within the surrounding unincorporated areas.

Dokken Engineering is a qualified vendor for CVAG, with extensive project experience in this area of the Coachella Valley, including environmental permitting, planning, as well as preliminary engineering and final design. We are familiar with the details and the extents of CV Link that have been designed and constructed to date and have been selected to lead the analysis of design alternatives for the CV Link Extensions to Mecca-North Shore PSR-PDS project. That project is just getting underway, and we believe the timing aligns well for our team to support the alternative analysis, which will likely include a similar structure type selection process. Our team is also intimately familiar with this northerly portion of the Indian Canyon Drive corridor, having led the design of multiple roadway and bridge widening projects. Previously, we worked with the City of Palm Springs and Caltrans to deliver the I-10 at Indian Canyon Drive Interchange Improvements as well as the Indian Canyon Drive Roadway Widening, from Palm Springs Station Road to Tramview Road, projects. Currently we're providing design support during construction for the Indian Canyon Drive Bridge and Roadway Widening Over UPRR project for which we provided environmental documentation and obtained project approvals from the City, Caltrans, CPUC and UPRR.

We have visited the project site, potential railroad and freeway crossing locations, as well as community connector termini to better understand the surroundings and constraints of each. We've highlighted our team's ideas on the key project considerations in our proposal and summarized them for each crossing as follows:

1. **Wall Road – 20th Avenue to Garnet Avenue:** May be attractive to casual or weekend cyclists, but additional distance to be traversed (2.3 miles west of Indian Canyon Dr) means locals less likely to use for daily rides.
2. **Indian Canyon Drive – 20th Avenue to New Rail Bridge:** Heavy truck traffic corridor with interchange project completed in 2013; ramp geometry and tightly spaced corridor with adjacent businesses make the addition of a separated multi-use path challenging and costly, however options to repurpose roadway width could be explored.
3. **Garnet Avenue – New Bridge Across I-10:** New ped/bike overcrossing structure over I-10 in this undeveloped area would be the least impactful to local development, but power poles and overhead electrical lines along the south side of I-10 need to be considered in potential structure designs and constructability cost considerations.
4. **Palm Drive/Gene Autry Trail – 800' North of I-10 to Rail Bridge:** This viable alternative, like the Indian Canyon Drive corridor, needs to consider the on-going blow sand issues and potential mitigation projects.

Additional data points to consider when evaluating alternatives are the structure types preferred by each agency, whereby Caltrans typically designs cast-in-place or alternative structure types and UPRR likes steel bridges.



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

To further explore these alternatives and provide support for CVAG, we have developed a team that has a proven track record with the ability to complete alternative analysis and cost estimates accurately, effectively, and on schedule. Michael Greer, our Project Manager, is currently engaging a team to begin management of the PSR-PDS development for the CV Link Extensions to Mecca-North Shore Project. Over the past ten years he and his teams have delivered over 100 public works improvement projects throughout the state including preliminary engineering, project approvals, and asset management improvements. His total wealth of experience as a registered Professional Engineer (PE), Traffic Engineer (TE), and Construction Inspector, gives Mike the insight needed to deliver a variety of alternative solutions to complex project challenges including intersection connectivity, configuration alternatives, and multi-modal design considerations.

Dokken Engineering has the necessary in-house expertise and available resources to support the development and production of a thorough Evaluation Memo that considers various alignments and crossing alternatives. Our previous experience in the Coachella Valley and along this portion of the I-10 corridor gives our team valuable insight into the environmental, geotechnical, and socio-economic considerations and constraints, as well as local design standards and preferences that may apply. We understand the needs of our clients and **have the experience, depth of resources, and available sub-consultant bench (if needed) to deliver this project initiation phase and future phases of the project for CVAG.**

Our proposal details the similar services we have provided for other public agencies across the state, and **we would like to share that knowledge, experience, and dedication with you.** Our team is accustomed to delivering and managing concurrent and varied tasks to coordinate and deliver the components of a comprehensive project study report with project development support. We have a long-standing history of meeting demanding schedules with complex projects, including recently with CVAG on complex corridor scoping documents.

Dokken Engineering has a proven track record of successfully identifying and securing grant funding by aligning project goals with available opportunities. Our deep understanding of funding programs and proactive strategy enable us to consistently obtain financial support for diverse engineering projects—delivering innovative solutions that drive progress for our clients and their communities.

Dokken Engineering's mission is to provide superior service to our clients. **We pride ourselves on being responsive and flexible, which results in projects being delivered on time and within budget.** Thank you for the opportunity to submit this proposal, where you'll note our team aligns well to successfully deliver CVAG's project goals. If you have any questions, please contact our Project Manager, Michael Greer, PE, TE at (858) 514-8377 or mgreer@dokkenengineering.com. John A. Klemunes, Jr., PE, our company President, is authorized to negotiate with CVAG on behalf of Dokken Engineering.

We acknowledge receipt of the Addendums dated April 28, 2025 and May 7, 2025, and have included the signed addendums in the appendix.

The information and rates provided in this Statement of Qualifications (SOQ) shall remain valid for a period of not less than 180 days from the date of submittal, specifically November 12, 2025.

Dokken Engineering does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will pursue the work. The signees below attest that all information submitted with this proposal is true and correct.

Sincerely,
DOKKEN ENGINEERING

Michael Greer, PE, TE
Project Manager
mgreer@dokkenengineering.com

Mark Tarrall, PE
Principal-in-Charge
mtarrall@dokkenengineering.com

John A. Klemunes, Jr. PE
President
jklemunes@dokkenengineering.com



CVAG

QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES



QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

FIRM'S EXPERIENCE

The Dokken Team offers outstanding experience and technical competence and has successfully delivered projects similar in nature to the CV Link Extension to Desert Hot Springs Study project. The following examples highlight our ability to provide services similar in size, scope, and complexity. The Dokken Team assures CVAG that our proven management and quality services will continue to be provided.

Dokken Engineering completed PS&E for reconfiguration of the San Pablo Avenue Corridor to comply with the goals of the adopted City General Plan. While providing construction support for Phase I, Dokken staff assisted the City with submittal of an ATP Grant Application to fund Phase II improvements with success. Both phases proposed a “road diet” to reduce the existing travel lanes on San Pablo Avenue from four to two between Highway 111 to Magnesia Falls Drive. The Project included roadway improvements, bike lanes, ADA curb ramps, bulb-outs, planter islands, drainage facilities, traffic signal improvements, expansion of street parking, landscaping, and installation of artistic features. The design included widened, multi-level sidewalks with shade trees and street furniture, enhancements to the existing community gardens, parking improvements throughout the corridor, and construction of single-lane roundabouts at three intersections with CV Link traversing Magnesia Falls Drive.



Dokken provided preliminary engineering, environmental support, and final PS&E for the widening of Pentz Road in the Town of Paradise. The westerly roadway widening project will accommodate a Class 1 multi-use path for bikes and pedestrians, path lighting, complete drainage system with new mainline, and minimize impacts to adjacent properties using keystone retaining walls. The easterly roadway widening project will accommodate a two-way center turn lane, providing safe access to residents and business along the corridor. The City is the CEQA lead and Caltrans is the NEPA lead agency for this project acting under delegation from the FHWA. The phase projects are being funded through a combination of Federal FEMA relief funds as well as local funds. The total project costs are approximately \$32 million.



SAN PABLO AVENUE CORRIDOR IMPROVEMENTS

Palm Desert, CA

CLIENT:

City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260

REFERENCE:

Ryan Gayler
(760) 346-0611
rgayler@cityofpalmdesert.org

SCOPE OF SERVICES:

- Draft/Final PS&E
- Grant Application
- Construction Support

KEY PROJECT PERSONNEL:

- Michael Greer, PE, TE
- Justin Thornber, PE

PENTZ ROAD CORRIDOR Town of Paradise, CA

CLIENT:

Town of Paradise
5555 Skyway
Paradise, CA 95969

REFERENCE:

Jessica Erdahl, PE
(530) 872-6291 x103
jerdahl@townofparadise.com

SCOPE OF SERVICES:

- Preliminary Engineering
- Draft/Final PS&E
- Construction Support

KEY PROJECT PERSONNEL:

- Michael Greer, PE, TE
- Justin Thornber, PE



Dokken completed preliminary engineering, environmental document, PS&E and construction management services for the widening of Indian Canyon Drive from two lanes to four lanes through the Whitewater River wash. The engineering design studies assisted in providing a scour protection measure, avoiding utility conflicts, determining right of way

requirements, and the completion of all required environmental technical studies and the Environmental Document (IS/EA). During construction the local air quality conformity requirements provided the daily challenge of ensuring the project complied with dust mitigation requirements. Daily wind monitoring records were kept and constant communication with the local enforcement authorities helped ensure compliance and minimization of project shutdowns due to weather.

The project involved right-of-way acquisition, which included property from the BLM and Coachella Valley Water District. Additional right-of-way had to be acquired just prior to construction as the project limits were expanded to include an intersection with a future College of the Desert roadway. Utility coordination with the existing telecommunications company facilities that meandered vertically and horizontally in the blow sand environment helped minimize relocations and impacts from construction.



Dokken provided preliminary engineering, PS&E, environmental document, as well as bidding and construction support services for the widening of Indian Canyon Drive from two lanes to six lanes. The project also includes the replacement of the Indian Canyon Drive Overhead structure over the Union Pacific

Railroad. Dokken coordinated traffic studies, traffic operational analysis, and traffic recommendations; topographic mapping and right of way engineering; drainage investigation and water quality treatment design; geotechnical investigation and design; environmental document investigation, review, production, and approval; pedestrian and bikeway design; sewer design; right of way engineering; traffic signal design with staged construction design; and final PS&E.

The engineering design studies assisted in avoiding utility conflicts, determining right-of-way requirements and the completion of all required environmental technical studies and the draft Environmental Document (IS/EA) approved by Caltrans and FHWA. Our in-house right-of-way team worked diligently to communicate with property owners about proposed impacts to coordinate temporary and ultimate right-of-way and easement needs. We also obtained a Railroad Agreement for proposed improvements. Dokken Engineering also worked closely with the City of Palm Springs to prepare a funding amendment to obtain additional project funding through the Highway Bridge Replacement and Rehabilitation Program (HBRRP). The amendment was successful in being granted an additional \$10,000,000 in funding due to a last-minute requirement enforced by the Union Pacific Railroad to replace the structure with minimal impacts to their R/W.

INDIAN CANYON DRIVE WIDENING TO UPRR Palm Springs, CA

CLIENT:

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

REFERENCE:

Joel Montalvo, PE
(760) 322-8339
Joel.Montalvo@palmsspringsca.gov

SCOPE OF SERVICES:

- Technical Reports
- Environmental Document
- Project Report
- PS&E
- Construction Management
- Drainage/Hydrology
- Utility Coordination

KEY PROJECT PERSONNEL:

- Michael Greer
- Charles Tornaci

INDIAN CANYON BRIDGE & ROADWAY WIDENING Palm Springs, CA

CLIENT:

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

REFERENCE:

Joel Montalvo, PE
(760) 322-8339
Joel.Montalvo@palmsspringsca.gov

SCOPE OF SERVICES:

- PA/ED
- PS&E
- Drainage/Hydrology
- HBRRP Funded
- CPUC/UPRR GO 88-B Coordination
- Right of Way

KEY PROJECT PERSONNEL:

- Michael Greer
- Justin Thornber
- Charles Tornaci

EXPERIENCE WITH JURISDICTIONAL GOVERNMENT AGENCIES AND PRIVATE ENTITIES

Over the past 38 years, Dokken has provided Feasibility Studies, PSRs, and PRs, Environmental Support, Plan/Calc Reviews, PS&Es, and Construction Support on nearly 70 projects within the Inland Empire, Coachella Valley, & surrounding areas. The following table highlights some of our project experience with the various agencies that may have jurisdiction over the approval of the work specified in the RFP.

AGENCY	PROJECT
RIVERSIDE COUNTY	Avenue 66 Realignment
	I-95/Avenue 66 Interchange
	Grapefruit Blvd/Ave 62 Traffic Signal & Railroad Crossing Improvements
	Grapefruit Blvd/SR-111 & 4 th Street Pedestrian and Roadway Improvement Project
	I-215/Scott Road Interchange
	Market Street Bridge Replacement
	Leon Road Bridge at Salt Creek Channel
	Rice Road Bridge at Salt Creek Channel
	Route 91 Widening
	Seminole Drive Extension
	Temescal Canyon Road Realignment
	Temescal Canyon Road Widening
	Thousand Palms Canyon Road Widening
	Van Buren Boulevard Bridge Replacements
	I-10/Portola Avenue Interchange
	Airport Boulevard Bridge Replacement over Whitewater River
	Capella Street Reconstruction
	El Nido Avenue Phase II Sidewalk Project – CEQA Environmental Services
	Skyview Road Pedestrian Bridge – Biological & Cultural Resources
	Thermal & Oasis Communities Active Transportation Improvements
CVAG	Varner Road Feasibility Study
	CV Sync Phase 3
	CV Link Mecca North Shore Extension Project

While we understand that submittals will not be specifically reviewed by Caltrans for this PSR-PDS development process, there will be proposed improvements within Caltrans right-of-way that will ultimately gain approvals through the encroachment permit process. Pending funding sources, there will likely be involvement from Caltrans during the preparation of final project approvals and environmental documentation. Ultimately, Caltrans will review and approve the proposed improvements within their right-of-way at such locations including proposed crossings of SR 86 and SR 111.

Our staff works regularly with State and Federal agencies to obtain concurrence with the most innovative concepts and cost-effective solutions. Since approximately 90% of our projects involve Caltrans coordination, we have established relationships with staff in Caltrans Districts 1, 2, 3, 5, 6, 8, 9, 10, 11 and 59. Dokken has delivered **over 70 projects in Caltrans District 8**, including PSR-PDS documents, Project Reports, and other project scoping documents in the PID and PA&ED phases of design. We are actively involved in numerous projects that require Caltrans approval and/or their involvement. Our services on these projects include initial feasibility studies, Project Study Reports (PSR, PSR-PDS), Project Reports (PSR/PR, PR), environmental documents, Encroachment Permits, Modified Access Reports (MAR), Concept Approval Reports (CAR)/Roundabout Non-Conforming Features Reports, Storm Water Data Reports (SWDR) and preparation of final design documents (PS&E) for bid.

We also regularly work with County of Riverside functional groups from planning through construction. We have established strong working relationships with County staff and have an intimate knowledge and understanding of the processes, procedures, and expectations for project delivery. Internally, we have collected and utilized numerous project delivery directives/checklists so our staff can accurately complete every report, obtain approvals and achieve the major milestones without numerous iterations. We are also well-versed in expected review schedules so we can provide deliverables with the proper lead times. As a result of this experience, our team can hit the ground running without the need for extensive training.

REFERENCES

MARK LANCASTER

Assistant Director of Transportation
Coachella Valley Assn. of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
(760) 346-1127
mlancaster@cvag.org

JOHN ASHLOCK

Senior Civil Engineer
County of Riverside
4080 Lemon Street
Riverside, CA 925001
(951) 955-1511
jashlock@rivco.org

JOEL MONTALVO

City Engineer
City of Palm Springs
3200 E. Tahquitz Cyn Wy
Palm Springs, CA 92262
(760) 322-8339
Joel.Montalvo@palmspringsca.gov

POTENTIAL/ACTUAL CONFLICT OF INTEREST

Dokken Engineering does not have any prior engagements or work which may result in any potential or actual professional conflict of interest in the performance of any services under this RFP.

CURRENT WORK PERFORMED WITH CVAG MEMBER JURISDICTIONS

While we do not believe that any of the work currently being performed with the CVAG member agencies are a conflict of interest, we have listed our active projects as required by this RFP.

- Grapefruit Blvd/Airport Blvd Crossing Water Transmission Main – City of Coachella
- CV Sync Phase III and Varner Road Improvements Feasibility Study – Coachella Valley Association of Governments
- CV Link Mecca/North Shore Extensions Project – Coachella Valley Association of Governments
- City of Indio Bridge Seismic Retrofit – City of Indio
- Indian Canyon Widening – City of Palm Springs
- South Palm Canyon Drive – City of Palm Springs
- East Palm Canyon Drive Bridge Widening – City of Palm Springs
- Market Street Bridge Replacement at Santa Ana River – County of Riverside
- Skyview Road Pedestrian Bridge – County of Riverside
- Thermal and Oasis Communities Active Transportation Improvements – County of Riverside
- Replacement of Airport Boulevard Bridge over Whitewater River – County of Riverside
- Avenue 66 Grade Separation HMMP Compliance - County of Riverside
- Avenue 66 Grade Separation Mitigation Site Habitat Mitigation Land Acquisition – County of Riverside
- Leon and Rice Road Bridges PA&ED Services – County of Riverside
- SR-79 Traffic Signal Modifications at Anza Road and Los Caballos Road – County of Riverside

PROJECT CONTROLS

To manage the three interdependent elements found in every project – scope, schedule, and budget – it is necessary to implement a sustainable project control methodology. Our Project Manager, Mike Greer, will develop and implement the project controls plan. The plan outlines the procedures for conducting work, managing project resources, and reporting project status and progress. The project management tools identified on the right assures on time and within budget project deliverables. These tools will enable Mike and his team to provide a systematic approach to deliver any project. All project participants, including the City and Dokken team, will be aware of the project status to make informed management decisions. Our tools and system are designed to respond to these requirements.

Dokken prepares and maintains project schedules for every project. The schedules are monitored, and staffing adjusted to meet milestones. Performance is monitored through quality control checks, review of actual versus planned progress, completion of action items prepared after meetings, monthly invoicing, and progress reporting. Dokken will use the City standards and formats, making invoice review streamlined and familiar to the City. For our team, quality is not just a priority, it is a core value.

Dokken has found that the best way to control budget is to ensure the project schedule is followed. This method avoids costly over-runs and extended production times. The key to preserving budgets is to start on time, get it right, and submit the deliverable on time. Utilizing the same design working group from the beginning of the project to the end ensures consistent thought and engineering practice, while eliminating wasteful hours spent “getting familiar” with a project.





CVAG

PROPOSED STAFFING AND PROJECT ORGANIZATION



PROPOSED STAFFING AND PROJECT ORGANIZATION

KEY PERSONNEL AND SUBCONTRACT WORK

The Dokken team is fully capable of handling the workload and has the ability to staff the CV Link Mecca/North Shore Extension Project. We have a stellar performance record and are proud of our reputation of being responsive and proactively solving project challenges.

In order to meet the CVAG's needs for this project, we have organized a team that has a proven track record and availability to deliver the project. The following chart provides the availability of the key staff.

NAME ROLE	YEARS W/FIRM	CURRENT LOCATION	CURRENT ASSIGNMENTS	COMMITMENT TIME	AVAILABILITY
Michael Greer, PE, TE <i>Project Manager</i>	17 yrs	San Diego	<ul style="list-style-type: none"> Varner Road Feasibility Study (Draft submitted, Preparing Final Document) CV Link Mecca North Shore Extension Project Indian Canyon Drive over UPRR CON Support 	15% 15% 10%	60%
Justin Thornber, PE <i>Roadway</i>	7 yrs	San Diego	<ul style="list-style-type: none"> EDCTA Bus Parking Lot Improvements CV Link Mecca North Shore Extension Project Sierra Highway Bridges over Santa Clara River 	25% 15% 10%	50%
Charles Tornaci, PE <i>Structures</i>	25 yrs	San Diego	<ul style="list-style-type: none"> CV Link Mecca North Shore Extension Project Split Rock Avenue Bridge Vista Canyon Bridge Binney Junction UPRR Floodgate 	10% 10% 10% 15%	55%

Subcontract Work

Dokken Engineering will perform all work for this contract without the use of subconsultants.

SUMMARIZED KEY STAFF RESUMES

Mike Greer, PE, TE

PROJECT MANAGER

Mr. Michael (Mike) Greer has 17 years of experience in the management and design of roadways, roundabouts, pedestrian / bicycle facilities, and complete streets in accordance with City, County, Caltrans, and AASHTO standards. He also works on traffic signals, lighting design, and other electrical infrastructure giving him the unique ability to foresee various potential issues related to traffic design. He routinely works on active transportation and intersection improvement projects, including time spent in the field as an inspector, providing him the opportunity to gain valuable knowledge about construction equipment, practices, and techniques. Mike and his team have provided alternative analysis on dozens of projects, and they know what it takes to determine the feasibility and constructability of improvements in various settings.



Relevant Project Experience:

- San Pablo Avenue Corridor Improvements, Palm Desert, CA
- Varner Road Feasibility Study (Multiple Stakeholder Corridor), CVAG, CA
- Pentz Road Corridor (West Side Pathway and East Side Widening), Town of Paradise, CA
- Indian Canyon Drive Bridge Over UPRR and Roadway Widening with Sewer Main, Palm Springs, CA

Justin Thornber, PE

ROADWAY

Mr. Justin Thornber has 15 years of demonstrated experience in civil and multi-use pathway design excellence specifically on-site development plans, construction plans, restoration plans, and grading and erosion control plans. Mr. Thornber is proficient using AutoCAD Civil 3D, Microstation Inroads, HydroCAD, ArcMAP, Flowmaster, Bluebeam, and Projectwise.



Relevant Project Experience:

- San Pablo Avenue Corridor Improvements, Palm Desert, CA
- McFadden Avenue Protected Bike Lane and Bicycle Boulevard, Santa Ana, CA
- 4th Street Safety Improvements, Eureka, CA

Charles Tornaci, PE

STRUCTURES

Mr. Charles Tornaci is Dokken's San Diego structures team leader, both overseeing and performing the structural analysis and design efforts for bridge projects in Southern California. With over 25 years of experience, he is very familiar with Caltrans Local Assistance and Division of Structures standards and practices, specializing in innovative and cost-effective design solutions. He has been involved in the planning, design, construction, and seismic retrofits of vehicular and pedestrian.

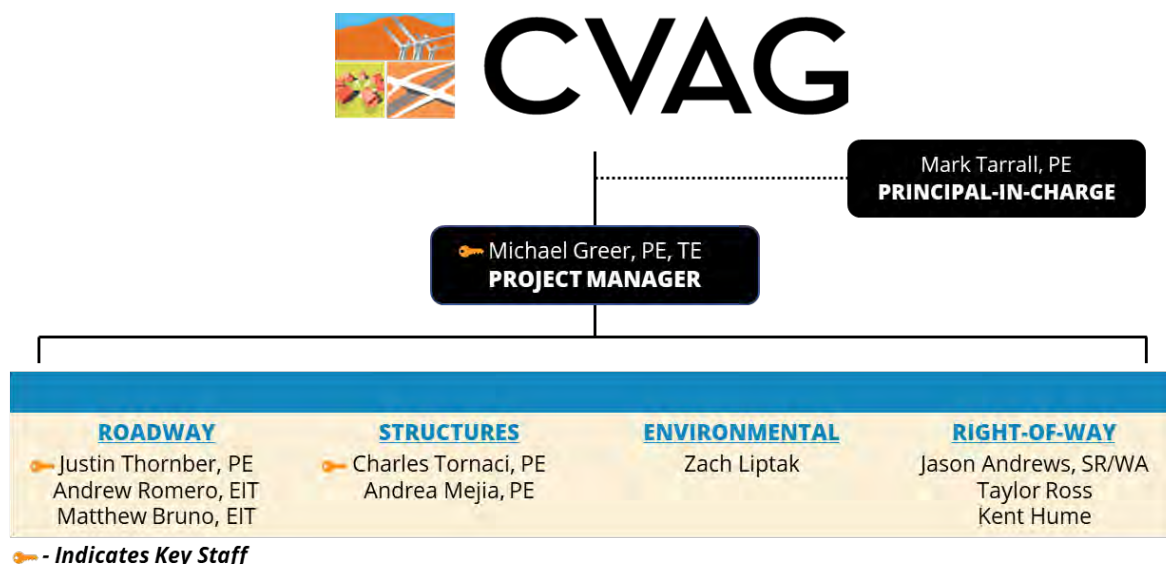


Relevant Project Experience:

- Friars Road/SR-163 Interchange, San Diego, CA
- Schleisman Road Bridge Widening, Riverside, CA
- City of Palm Desert Preventive Maintenance, Palm Desert, CA

PROJECT ORGANIZATIONAL CHART

Dokken has assembled a highly qualified team to deliver the CV Link Mecca/North Shore Extension Project. The following organization chart visually represents the structure of our proposed team and relationship between our Project Manager, key staff, and support staff.



3.5 KEY PERSONNEL STATEMENT

The Dokken team's key personnel shall be available to the extent proposed for the duration of the project. No person designated as "key" to the project shall be removed or replaced without the prior written consent of CVAG.



CVAG

WORK PLAN



4. WORK PLAN

PROJECT UNDERSTANDING

We understand CVAG is seeking a qualified team to evaluate crossing location options and develop alternatives for an Evaluation Memo for the CV Link Extensions to Desert Hot Springs, with four crossing location options as outlined in the RFP and the Attachment C: Alternative Concepts exhibit. Two Palm Springs Community Connector routes are to be evaluated including Alternative A that spans 11.5 miles from Via Escuela along Palm Drive and Alternative B which runs 11 miles from Sunrise Parkway along Indian Canyon and Garnet Road to Worsley Road. Additionally, this study will consider alignments for connecting the new railroad and freeway crossing further north to the City of Desert Hot Springs. We understand that CV Link is a 50-mile multimodal corridor for pedestrians, cyclists, and low-speed electric vehicles along the Whitewater River and Tahquitz Creek. We have included a Project Overview Exhibit within the proposal appendices to illustrate our understanding of the project area and evaluation limits. Our team is experienced in securing stakeholder approvals and navigating permitting with agencies such as CPUC, UPRR, and Caltrans.



Southerly View of Wall Road at I-10

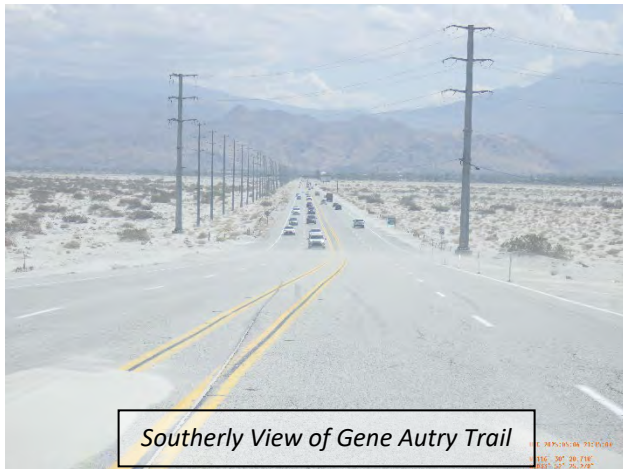
The Evaluation Memo will define the project's purpose and need, assess viable alternatives, and estimate resources for environmental studies, design, Right of Way (ROW), utilities, and construction—serving as a foundation for programming future funding. We will coordinate with adjacent projects, evaluate route options based on construction and support costs, and account for continued use of existing roadway and channel/levee corridors, including the Chino Canyon Levee terminus. We've reviewed planning documents, visited the site, and identified key project challenges detailed in the table below.

CVAG CHALLENGE	DOKKEN SOLUTIONS	BENEFIT TO CVAG
Right of Way and Utility Coordination		
These CV Link Extension segments will create conflicts with existing infrastructure. The northern extension to Desert Hot Springs runs alongside existing roadways, thereby requiring ROW acquisition from various property owners. Minimizing impacts will require clear communication with utility and property owners during planning, design, and construction.	Our proactive planning, mapping, and communication of potential impacts help minimize acquisitions and resolve conflicts efficiently. When conflicts arise, we coordinate utility relocation options to support utility designs. When acquisitions can't be avoided, we create clear exhibits to facilitate discussions with property owners and collaborate closely to avoid existing infrastructure where feasible.	Dokken delivers ROW and utility coordination services aligned with federally approved processes to avoid delays before and during construction. We assist utility owners with relocation options and work closely during design to minimize community concerns. We coordinate early with CVAG staff and key stakeholders to identify and address potential impacts efficiently.
Structures and Drainage Design Considerations		
Several potential overcrossing and undercrossing sites will be assessed during preliminary engineering, as new at-grade crossings of the railroad and I-10 are unlikely. Alternative I-10 crossing location evaluations will need to consider structure options palatable to local jurisdictions. Adding complexity, recent area storms and flooding have shown potential for sediment transport and erosion, making stormwater management and coordination with local flood control critical to long-term corridor stability.	Our structural and drainage engineers work together to provide cost analyses for ped/bike/roadway bridge options, quickly generating quantities and estimates to evaluate the best design for each scenario, including alternate span and crossing lengths. We have significant experience coordinating projects with the stakeholders involved, including Caltrans, UPRR, and Riverside County Flood Control. We prioritize cost-effective solutions that minimize impacts to nearby roadways, railroads, channels and flood control levees.	We have a strong record of delivering cost-effective solutions for complex structures by collaborating with contractors to address construction challenges and avoid pitfalls. Our team accurately scopes geotechnical needs, identifies structure and drainage options that meet design standards, and minimizes infrastructure impacts. We've also secured preliminary engineering approvals on several recent projects with Caltrans, UPRR, and Riverside County Flood Control.

CVAG CHALLENGE	DOKKEN SOLUTIONS	BENEFIT TO CVAG
Efficient Alignment and Crossing Alternative Analysis		
One of the main challenges in evaluating alignment alternatives is that selecting an efficient route first requires identifying the most suitable crossing location that best supports CVAG's goal of promoting alternative transportation modes and connectivity. Determining the most suitable crossing location involves considering several factors, such as the distance between destination points in the Cities of Palm Springs and Desert Hot Springs, rideability, constructability, adjacent projects, and future area expansion.	Our team will conduct a detailed evaluation of each crossing location and the potential alignments they offer, taking into consideration factors such as cost, connectivity, and overall feasibility. We will develop cost estimates to initially assess and identify the most suitable crossing location. We will generate a matrix that covers several disciplines to help evaluate the benefits and deficiencies of each crossing location. Once a preferred crossing is selected, we will then evaluate and provide cost analyses for the associated alignment alternatives.	We have recent and relevant area design and alternative evaluation experience. With several projects designed along the Indian Canyon Drive corridor, understanding of the CV Link design details and alignment needs, and beginning coordination of the CV Link Extensions to Mecca-North Short PSR-PDS our team is uniquely qualified to deliver this project for CVAG. We will create efficiency in evaluating design alternatives by assembling structure and tie-in options with cost-effective solutions quickly and consistently.

RIGHT OF WAY AND UTILITY COORDINATION

The project crosses multiple jurisdictions including Riverside County, Caltrans, City of Desert Hot Springs, City of Palm Springs, and involves several utility agencies, each with different ROW regulations, permit processes, and priorities. We are aware of the potential proximity to tribal lands and environmentally sensitive areas that may require special ROW agreements or route modifications and that acquisition in these zones may involve additional environmental review and tribal consultation. Undeveloped or privately owned parcels along the extension route(s) may need to be partially or fully acquired pending final alignments and I-10 crossing location(s). Existing utility, drainage, or access easements may conflict with the preferred alignment(s) of the extension(s) of the CV Link to Desert Hot Springs pathway. Our team understands the importance of



Southerly View of Gene Autry Trail

dialing in the existing easement and utility locations to be able to identify the least impactful alignment(s). With in-house environmental and right of way teams, our roadway and structures engineers have resources to tap into within minutes to help answer questions and identify critical project concerns to be avoided or addressed.

To ensure this study thoroughly addresses the potential ROW and utility coordination issues we will perform early stakeholder engagement with Caltrans, UPRR, utilities, and property owners to begin development of a ROW acquisition plan and utility coordination matrix. Our team will implement a GIS-based utility mapping system to help integrate environmental and cultural resource assessments into the design process where we will prepare preliminary engineering evaluations to assess alternative alignments, with structure options as needed, for each of the four

crossing locations that best minimize right of way and utility conflicts. Below is a preliminary assessment of potential impacts at each of the four crossings:

1. Wall Road – 20th Avenue to Garnet Avenue:

- There are existing steel poles with overhead electrical lines approximately 300 feet south of the existing southerly abutment of the Wall Road at I-10 overcrossing structure. No visible utilities near the northerly abutment, however the adjacent wind turbine farms suggest underground utilities will need to be avoided. There are no visible potential utility impacts nor impacts to the railroad tracks approximately a half-mile south of Garnet Avenue at Wall Road.

2. Indian Canyon Drive – 20th Avenue to New Rail Bridge:

- The I-10 at Indian Canyon Drive interchange construction completed approximately ten years ago, thus making modifications to that existing structure seem unlikely. The overcrossing could be evaluated for potential lane re-assignment if the interchange is being underutilized, and future traffic volumes don't show the need for six

lanes between 20th Ave and Garnet Ave. Adding a parallel ped/bike crossing structure for the CV Link extension seems more feasible and viable but would impact adjacent property owners and create a need for partial acquisitions. This area has significant heavy truck traffic that utilizes the Pilot Gas Station and Truck Stop along the west side of Indian Canyon Drive. The bridge over UPRR is being widened and currently under construction with provisions for Class 2 Bike Lanes across the new structure. There are existing steel poles and wood poles on both sides of the roadway with overhead electrical lines for the nearby SCE Transmission Garnet Substation along east side of Indian Canyon Drive south of I-10, which also recently completed expansion.

3. Garnet Avenue – New Bridge Across I-10:

- There are many existing steel poles and wood poles on both sides of the roadway with overhead electrical lines for the nearby SCE Transmission Substation that will limit construction access. However, the area has limited development or private property improvements that would need to be mitigated if impacted. The analysis of abutment location with alignment will be collaborated to best fit among existing infrastructure along the south side of I-10. On the north side of I-10 the alignment would avoid the new warehouse construction, likely utilizing Little Morongo Road as the connecting north-south corridor.



4. Palm Drive/Gene Autry Trail – 800' North of I-10 to Rail Bridge:

- There are existing steel poles along the east side of Gene Autry Trail, south of I-10 and wood poles along some segments of Palm Drive, north of I-10 as well as utility corridors that cross the roadway from east to west. However, it appears that sufficient space exists between the roadway and utility poles, therefore only minor utility relocations and private property impacts are envisioned with this crossing location alternative.

STRUCTURES AND DRAINAGE DESIGN CONSIDERATIONS

Each of the four I-10 crossing location options will have different structure types to be evaluated, including modifications to existing structures and/or the identification of potential new structures. Drainage implications at each would be evaluated to ensure that proposed improvements maintain existing flow patterns. Below is a brief assessment of each location:

1. Wall Road – 20th Avenue to Garnet Avenue:

- Would require widening, or new structure, as the existing bridge width is only wide enough for two lanes.

2. Indian Canyon Drive – 20th Avenue to New Rail Bridge:

- Bridge over I-10 could possibly accommodate for CV link with some retrofitting or widening. Bridge over railroad is currently under construction and would require design modification to accommodate the CV Link Extension. With this project currently under construction through 2027, and Dokken Engineering providing construction support, a design modification could be coordinated and implemented in a timely manner.

3. Garnet Avenue – New Bridge Across I-10:

- Would require a new structure for the CV Link over I-10. Dokken Engineering has designed several ped/bike structures for various clients, including Caltrans. Our team understands the allowable structure types and features, along with the necessary design requirements, to gain project approval.

4. Palm Drive/Gene Autry Trail – 800' North of I-10 to Rail Bridge:

- Bridges over I-10 and UPRR could possibly be modified to accommodate for CV link with some retrofitting or widening. Heavy blow sand along this corridor is one design consideration to account for.

SCHEDULE

We understand that this evaluation memo shall be prepared within six months of receipt of Notice to Proceed, to help set up future phases of the project for potential grant funding opportunities. We have included a preliminary project schedule that shows the completion of project activities within this timeframe included as an appendix to this proposal for reference.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Subtask 1.1 Meetings and Coordination

Dokken will organize, attend, and facilitate meetings to provide progress updates and coordination between stakeholders, CVAG, and technical disciplines. For each meeting, The Dokken Team will provide meeting notices, agenda, and materials, and prepare meeting minutes. The following meetings are anticipated for this project:

Kickoff Meeting: Within 15 days of Notice to Proceed (NTP), Dokken will organize a kickoff meeting (in-person or remote as determined by CVAG) with all key personnel, design team members, agency and stakeholder representatives on the project.

Project Development Team (PDT) Meetings: The Project meetings will serve as the primary forum for reviewing the status of the project, reviewing document submittals, and identifying and resolving project design issues. Attendees are anticipated to include CVAG staff, Caltrans, Dokken Engineering, and consultant task leads. Throughout the anticipated duration of the project, Dokken plans to hold approximately six (6) monthly PDT Meetings.

Subtask 1.2 Project Administration

Dokken will monitor and control the progress of proposed services as follows: Setup a project accounting system; Prepare Monthly Progress Reports; Prepare a Quality Control Plan; Prepare, monitor, and adjust CPM Schedule monthly.

Task 1 Deliverables: Meeting Notices, Agendas, Minutes; Monthly Progress Reports; Project Schedule with Updates

TASK 2 – DATA COLLECTION AND ASSESSMENT

Subtask 2.1 As Built and Utility Inventory

Dokken will coordinate with CVAG staff to collect and review available as built data for use and reference associated with the project improvements. We will also perform the Dig Alert (811) Design Lookup for the project area to generate the list of potentially impacted utilities and create a Utility Coordination Matrix to track contact and potential conflict information. We will collect and map existing utility as-builts from agencies at potential structure locations to identify potential conflicts.

Task 2.2 Topographic Survey

Dokken will review readily available Nearmaps, Google Earth, and GIS information to generate the existing aerial mapping, 10-ft topographical contours, and right-of-way base maps to be used for the preliminary analysis. We will work with our surveying subconsultant, UNICO, to pull ortho rectified images from their data base service and map them into CAD.

Task 2.3 Field Review

Dokken will conduct a thorough field review of existing conditions along the proposed corridor, that consists, but is not limited to collecting the following:

- ✓ All roadway features including curb lines, structures, property lines, edges of pavement, edges of paved sidewalks, curb returns, curb ramps, driveways, bus pads, and sidewalk and pavement conditions.
- ✓ Signing and striping including overhead signs, street lighting, traffic signals, handholes, manholes, power poles, cabinets, fire hydrants, vaults, pull boxes, and other aboveground utility features.
- ✓ Other field conditions that might affect a design decision include but are not limited to landscaping and irrigation features, trees, private property features, drainage features, billboards, etc.

Task 2 Deliverables: Existing Utility Base Map; Existing Topographic and Right of Way Base Map; Field Notes

TASK 3 – ALIGNMENT EVALUATION

Task 3.1 Initial Alignment Alternative Analysis

Dokken will prepare initial alignments for each of the four proposed crossing locations. Dokken will utilize the information from the data collection and assessment task to minimize impacts to existing utilities and right-of-way. Dokken will evaluate the existing bridges mentioned in the RFQ to determine if retrofit or replacement is needed to accommodate the crossing.

Task 3.2 Evaluation Memo with Estimates and Exhibits

Dokken will prepare an evaluation memo that provides analysis of the four initial alignments. The criteria for evaluating the four alternatives will include construction costs, construction timeline, public safety, utility impacts, and right-of-way impacts. A draft evaluation memo will be submitted upon completion of initial concept alternatives with estimates and exhibits. The evaluation memo will then be finalized after review and response to comments.

Task 3 Deliverables: Initial Alignments; Concept Exhibits and Estimates; Draft/Final Evaluation Memo



CVAG

APPENDICES





APPENDICES

RECENT AND RELEVANT PROJECTS

- Varner Road Feasibility Study_Draft 2025-0207.pdf
- Carroll Canyon_Feasibility Study_COMBINED_2023-0815.pdf
- NCTD Final Pavement PSR_2022-0211.pdf



LITIGATION

Dokken does not have any pending bankruptcies, liens, stop payment notices, judgments, or foreclosures filed in the past five years. Below is a list of litigation, dispute resolutions, or other formal proceedings that occurred in the last five years in which Dokken was involved in some way. No client has terminated a contract with Dokken for breach of contract, nor has Dokken ever filed a claim against a public agency.

- **Papich Construction Co., Inc. v. City of Dinuba**

Project: Avenue 416/El Monte Way Widening

Dokken provided engineering and right of way acquisition services to the City from 2009 through the end of construction in 2017. At the end of construction, the City was sued by Papich, the construction contractor, for delay damages. The City tendered the defense to Dokken, citing a duty to defend clause. Dokken denied the tender, citing contract language that did not require an upfront duty to defend when the negligence of others caused the underlying delay damages. The City settled with Papich in 2018 for \$3.8M and then sued Dokken and the construction management firm for breach of contract for not accepting the tender of defense. Dokken maintained it had justification for denying the tender as it did not cause delays. The court approved settlement in 2021, with the construction management firm paying 85% of the settlement and Dokken paying the remainder.

- **San Diego Gas & Electric Company (SDG&E) v. Avar Construction, Inc., et al**

Project: SR-163/Friars Road Interchange

Dokken Engineering provided engineering design and environmental services for traffic and safety improvements in the area surrounding SR-163 and Friars Road in San Diego, CA. During construction in 2018, Avar Construction, a drilling sub-contractor, struck a 20-inch high-pressure gas line owned by SDG&E. In 2021 SDG&E filed a claim against Avar and others alleging damages of approximately \$1.1m. Avar subsequently filed a cross-complaint against all the parties involved, including Dokken Engineering. The claim settled in mediation in 2022 and Dokken Engineering contributed 5% of the settlement amount. 85% of the settlement was paid jointly by the general contractor and drilling sub-contractor, as it was their responsibility to positively locate the gas line during construction.

- **RNR Construction v. Dokken Engineering**

Project: NVIDIA Phase 2 – STE Bridge

Dokken Engineering provided engineering design services as a sub-contractor to RNR Construction for a pedestrian bridge in Santa Clara County. In 2022, RNR Construction made numerous allegations against Dokken Engineering regarding the engineering services provided. Dokken Engineering denied the allegations and the matter was settled in early 2024 in mediation.

PROJECT TEAM RESUMES



MICHAEL GREER, PE, TE PROJECT MANAGER

EDUCATION

2008, BS Civil Engineering
San Diego State University

REGISTRATION

California Professional Civil
Engineer, #C79080

California Professional Traffic
Engineer, #TR 2845

EXPERIENCE

17 Years (All w/Dokken)

AFFILIATIONS

American Society of Civil
Engineers (ASCE)

Institute of Transportation
Engineers (ITE)

AREAS OF EXPERTISE

- Project Management
- Roadway/ADA Design
- Pavement Management
- Utility/ROW Coordination
- Traffic Signals & Lighting
- Ramp Metering Systems
- Transit Station Amenities
- Roundabout Design
- Green Streets
- Traffic Monitoring/ Count Stations
- Interconnection and Fiber Optic Networks

Mr. Michael Greer designs roadways, roundabouts, pedestrian/bicycle facilities, and complete streets in accordance with City, County, Caltrans, and AASHTO standards. He is an expert on traffic signals, lighting design, and electrical infrastructure giving him the unique ability to foresee various potential issues related to design. Michael has worked in the field as a Roadway Inspector and Assistant Resident Engineer, allowing him the opportunity to gain valuable knowledge about construction equipment, practices, and techniques. As **Project Manager**, Michael will ensure sufficient resources are available to complete all assigned tasks on schedule, within budget, and to CVAG's satisfaction. He will be available to meet with and present to CVAG leadership/stakeholders, assist with funding and obtain project approvals.

EXPERIENCE

San Pablo Streetscape Improvements, Phase 1 & 2, Palm Desert, CA | Project Engineer responsible for the design and preparation of plans for the roadway (including pedestrian and roundabout), traffic electrical (including lighting and signal modifications), and traffic control (including signing and striping) improvements portions of this road-diet project. Roundabout Validation Reports, City Council Study Session on Roundabouts, and Position Paper on the Use of Roundabouts versus Stop Control at Intersections were specifically prepared.

Pentz Road Corridor (West Side Pathway and East Side Widening), Town of Paradise, CA | Project Manager providing preliminary engineering, environmental support, and final PS&E for the widening of Pentz Road in the Town of Paradise. The westerly roadway widening project will accommodate a multi-use path for bikes and peds, path lighting, complete drainage system with new mainline, and minimize impacts to adjacent properties using keystone retaining walls. The easterly roadway widening project will accommodate a two-way center turn lane, providing safe access to residents and business along the corridor.

Inland Rail Trail, San Diego County, CA | Project Engineer for this 7-mile Class I bikeway project located within North County Transit District (NCTD) Sprinter rail line right-of-way. The overall purpose of the IRT project is to provide a safe bikeway facility separated from motorized vehicles that will traverse the Cities of Vista, San Marcos, and the County of San Diego. The design includes three bridge structures, approximately one mile of retaining walls, landscaping, traffic signal plan modifications, extensive analysis of water quality, off-site drainage, signing and striping, and minor street adjustments at each crossing.

Saugus Phase I: Bouquet Canyon Trail to Central Park, Santa Clarita, CA | Project Manager for the Public Outreach and PS&E development of the Bouquet Canyon Trail through Central Park. Design improvements for this one-mile trail include conversion of an existing maintenance access road to a multi-use pathway, minimal utility relocations/adjustments, specially designed railings and loge pole fencing brackets, as well as privacy screening along existing fencing to remain.

McFadden Avenue Protected Bike Lane & Bicycle Boulevard, Santa Ana, CA | Project Manager for the PS&E of this project which will reconfigure the existing four and five lane roadway segments to a three-lane configuration with protected bike lanes in each direction. Improvements include upgraded signalized intersections with separated bicycle lane detection and leading pedestrian intervals, high visibility crosswalks, and bulb-outs. Coordination with the railroad for improved signalization of train arrivals was necessary because of the high volume of pedestrians and cyclists.



EDUCATION

2010, BS Civil Engineering
San Diego State University

REGISTRATION

California Professional Civil
Engineer, #C88901

EXPERIENCE

15 Years (7 w/Dokken)

JUSTIN THONBER, PE ROADWAY

Mr. Justin Thornber has a demonstrated history of civil and multi-use pathway design excellence specifically on-site development plans, construction plans, restoration plans, and grading and erosion control plans. Mr. Thornber is proficient using AutoCAD Civil 3D, Microstation Inroads, HydroCAD, ArcMAP, Flowmaster, Bluebeam, and Projectwise.

EXPERIENCE

Pentz Road Corridor (West Side Pathway and East Side Widening), Town of Paradise, CA | Project Engineer providing preliminary engineering, environmental support, and final PS&E for the widening of Pentz Road in the Town of Paradise. The westerly roadway widening project will accommodate a multi-use path for bikes and peds, path lighting, complete drainage system with new mainline, and minimize impacts to adjacent properties using keystone retaining walls. The easterly roadway widening project will accommodate a two-way center turn lane, providing safe access to residents and business along the corridor.

San Pablo Corridor Improvements, Phase 1 & 2, Palm Desert, CA | Mr. Thornber was responsible for preparing the ATP cycle 4 grant application for San Pablo Avenue. He designed the driveways and curb ramps along the San Pablo corridor and developed the cost estimate separated by funding source to aid with funding decisions. He reduced construction cost by recommending grind and overlay work, instead of full depth removal, between Royal Palm Drive and Fred Waring Drive.



EDUCATION

1999, BS Mechanical Engineering
Cal Poly San Luis Obispo

REGISTRATION

California Professional Civil
Engineer, #C66058

EXPERIENCE

25 Years (All w/Dokken)

CHARLES TORNACI, PE STRUCTURES

Mr. Charles Tornaci is Dokken's San Diego structures team leader, both overseeing and performing the structural analysis and design efforts for bridge projects in Southern California. With over 25 years of experience, he is very familiar with Caltrans Local Assistance and Division of Structures standards and practices, specializing in innovative and cost-effective design solutions. He has been involved in the planning, design, construction, and seismic retrofits of vehicular and pedestrian bridges, retaining walls, stairways, and bike trails.

EXPERIENCE

Schleisman Road Bridge Widening, Riverside County, CA | Project Engineer/Bridge Designer responsible for the PS&E, coordinating with roadway designers, Riverside County, San Bernardino County Flood Control and U.S. Army Corps of Engineers for permits and plans approval. This project widened the existing three-span, 153-foot-long, reinforced concrete T-beam over Cucamonga Creek by 46 feet using precast pretensioned concrete I-girders. The design incorporated details to make the bridge superstructure continuous for live loads to match the existing bridge. Mr. Tornaci also provided support during construction.

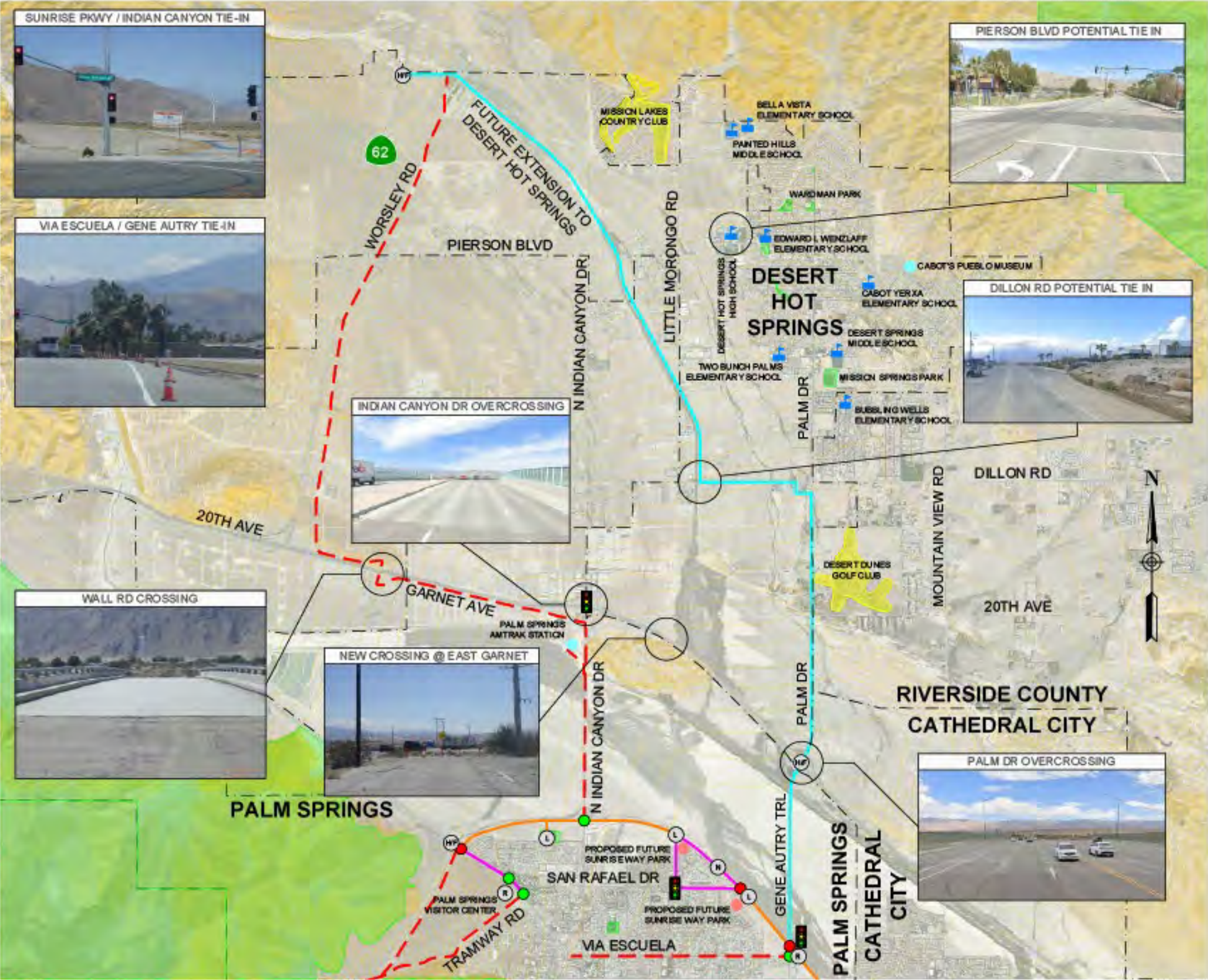
City of Palm Desert Preventive Maintenance, Palm Desert, CA | Responsible for preparing the City's Bridge Preventive Maintenance Program and Prioritization List, including a report documenting the City's bridge inventory and maintenance needs, scoring criteria, construction cost estimates, and condition photo documentation of bridges within the City. Worked directly with City staff to organize a multi-year phasing strategy for the maintenance work to meet the prioritization in conjunction with City fiscal year budget allocations, and led the project team to complete PS&E for bridge preventive maintenance of five structures.



CHANGES TO PROFESSIONAL SERVICES CONTRACT

Dokken Engineering does not take any exceptions to CVAG's Standard Professional Services Agreement. Dokken Engineering will comply with the contract terms and conditions delineated in the RFP.

EXHIBIT

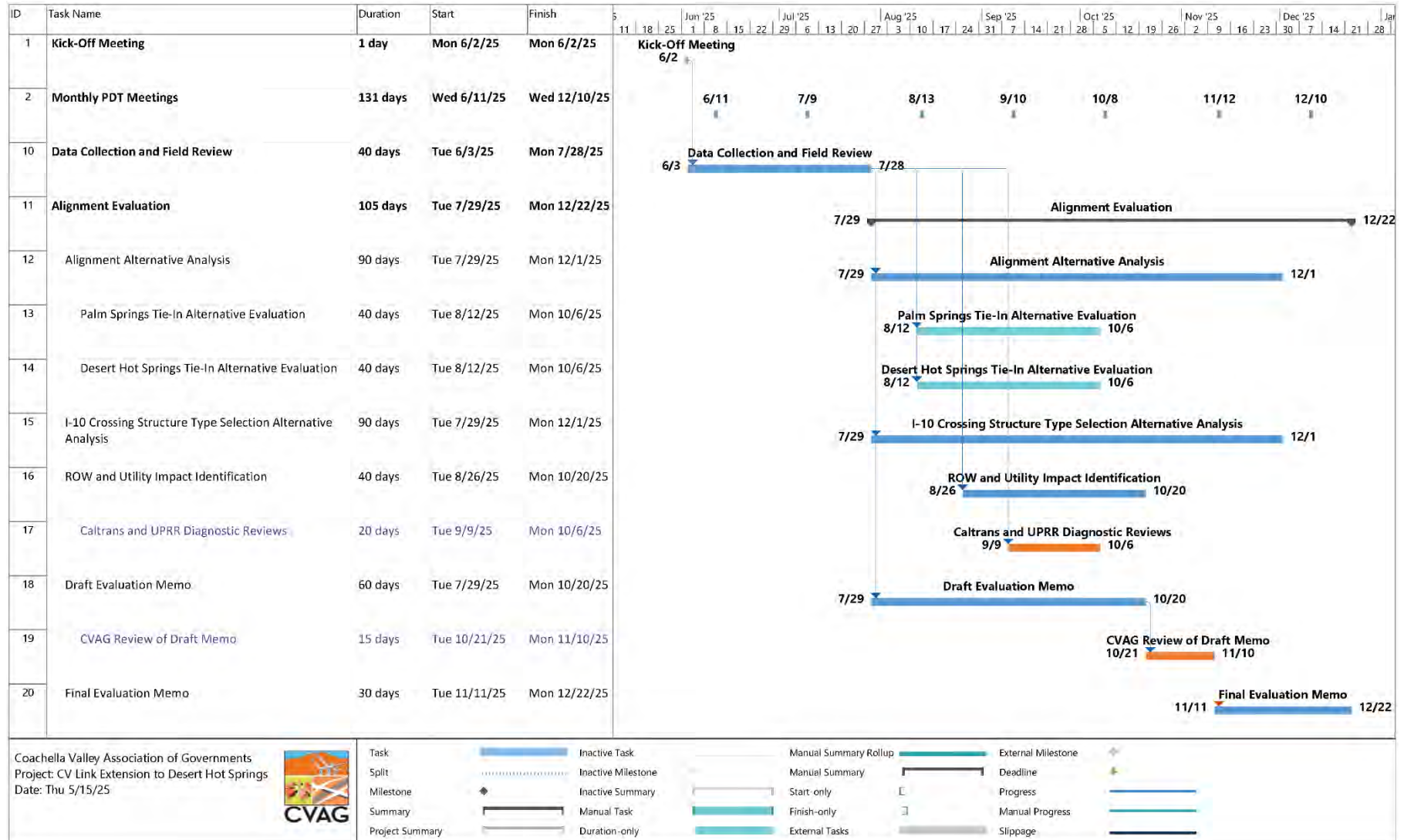


DESERT HOT SPRINGS
FUTURE EXTENSION

LEGEND

- CV LINK ROUTE
- CORE ALIGNMENT
 - ALIGNMENT WITH ALTERNATIVES
 - COMMUNITY CONNECTORS
 - FUTURE EXTENSIONS
- DESTINATIONS
- COMMERCIAL
 - PUBLIC AMENITIES
 - DEVELOPMENT OPPORTUNITY
 - NATURAL FEATURES
 - SCHOOLS
- ACCESS POINTS / REST AREAS
- REGIONAL
 - LOCAL
 - COMMERCIAL
 - NEIGHBORHOOD
 - HIGHWAY / FREEWAY
- CROSSINGS
- AT GRADE CROSSING
 - UNDERCROSSING
 - OVERCROSSING / BRIDGE
- EXISTING
- CONTOURS
 - CITY BOUNDARY
 - SIGNALIZED INTERSECTION
 - PARKS
 - GOLF COURSES

SCHEDULE





ACKNOWLEDGEMENT OF ADDENDUM

The signed addendums are included in the following pages.



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
CV LINK EXTENSION TO DESERT HOT SPRINGS
ADDENDUM**

Addendum Date: April 28, 2025

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposals (RFP) and shall be considered when preparing bid proposals and shall become part of the Contract documents. Offerors shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have into their scope of services and cost proposal.

Note: All requirements of the RFP documents remain unchanged except as cited herein. Proposals are due by 2:00 p.m. on May 9, 2025.

Questions & Requests:

There were no questions received by the Coachella Valley Association of Governments (CVAG) by the deadline of 2:00 p.m. PST, April 25, 2025.

Acknowledgement: **Offerors must acknowledge** receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included in the appendices section of the Technical Proposal.

Authorized
Signature:



Date: 5/16/2025

Company: Dokken Engineering



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
CV LINK EXTENSION TO DESERT HOT SPRINGS
ADDENDUM**

Addendum Date: May 7, 2025

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposals (RFP) and shall be considered when preparing bid proposals and shall become part of the Contract documents. Offerors shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have into their scope of services and cost proposal.

Note: All requirements of the RFP documents remain unchanged except as cited herein. Proposals are now due by 2:00 p.m. on May 16, 2025.

Questions & Requests:

There was a request received by CVAG today for a one-week extension for submitting proposals.


CVAG will grant a one-week extension.

Proposals shall be received by 2:00 p.m. on Friday, May 16, 2025.

Thank you.

Acknowledgement: Offerors must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included in the appendices section of the Technical Proposal.

Authorized
Signature:

_____

Date: 5/16/2025

Company: Dokken Engineering

ITEM 7H

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Landscape Certification Program

Contact: Nancy Reyes, Program Specialist (nreyes@cvag.org)

Recommendation: Authorize the Executive Director to take the necessary steps to accept \$40,000 from the Colmac Air Quality Enhancement Fund Grant Program for the region's Landscape Certification Program, including executing the required agreement with the County of Riverside

Energy & Sustainability Committee: Concurred (Meeting of September 11)

Background: Since the early 1990s, CVAG has coordinated efforts to improve air quality and help the Coachella Valley address its non-attainment status for particulate matter. This includes coordinating a regional street sweeping program to control PM10 (particulate matter of less than 10 microns). PM10 in the Coachella Valley comes from dust-generating activities, including vehicles traveling over paved or unpaved streets and construction. It also comes from landscaping activities, such as scalping grass in the fall season in preparation for the winter rye grass.

To enhance air quality improvement efforts, CVAG partners with the College of the Desert to run a landscape certification program to mitigate air quality issues related to scalping and re-seeding of winter rye grass. The program works with all the Coachella Valley cities so that landscapers who are renewing or receiving a new business license at each city are educated and certified in the non-scalping re-seeding process. By helping to increase educational opportunities for landscapers, widespread use of non-scalping winter rye grass re-seeding technique can increase.

The landscaping certification program has been supported by the County's Air Quality Enhancement Fund. This fund relied on mitigation funding from the Colmac biomass energy plant, a 49.9-megawatt biomass energy generating facility in the community of Mecca. Mitigation funds received from the plant were deposited in the County's Air Quality Enhancement Fund and were used to fund competitive solicitation for proposals to improve air quality in the Coachella Valley. CVAG has been applying to, and receiving funding, from the County's Air Quality Enhancement program for many years.

The Colmac plant closed in April 2024 due to repeated air quality violations, including mercury emissions, and community pressure for permanent closure. After the closure, the Air Quality Enhancement Fund had a remaining balance of \$40,000. CVAG staff has been working with County staff to utilize the remaining funds to pay for the Fiscal Year 2025-26 Landscaping Certification Program.

The Coachella Valley Air Quality Advisory Committee met on August 29, 2025, and supported an extension of the agreement with CVAG for \$40,000. CVAG staff is recommending that the Executive Director be authorized to take necessary steps to accept the funds, including executing any agreements with the County. With this funding, College of the Desert will continue to host CVAG's Landscape Certification program online. COD will also promote the course on its website on the Partnership and Community Education webpage.

Fiscal Analysis: The costs for the Landscape Certification Program is \$40,000 per year. The grant from the County of Riverside's Coachella Valley Air Quality Enhancement Program will fund the program through Fiscal Year 2025-26.

CVAG staff will be working with local agencies and partners to identify funding that can keep the certification program running for future fiscal years.

ITEM 7I

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: CV Housing First's Quarterly Report for Second Quarter of 2025

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

Recommendation: Receive and file the quarterly report for the CV Housing First program, representing clients served in the second quarter of 2025

Homelessness Committee: Concurred (Meeting of September 17)

Background: CVAG is in its fifth 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.

CVAG staff has committed to adjusting CV Housing First programming based on the data and based on available funding. Updates on the program's metrics are provided quarterly. The CV Housing First team uses two primary methods to get clients to housing solutions: rapid resolution and crisis stabilization units, which are residential units, apartments and hotel rooms that CVAG rents to case manage CV Housing First clients.

CV Housing First Clients – By the Numbers January 1 through June 30, 2025

CV 200 as of 06/30/2025	Q1	Q2	Q3	Q4	TOTAL
Clients housed in Crisis Stabilization Units (CSH)	38	37			74
Clients being helped through Rapid Resolution (RR)	0	0			0
Clients returned to the street (failures)	19	18			37
Clients moved into permanent housing from CSH (successes)	8	3			11
Clients moved into permanent housing through RR (successes)	0	0			0

Clients moved into permanent housing through Outreach (successes)*	5	4	0	0	9
TOTAL HOUSED FROM LIST OF 200	13	7	0	0	20

NON CV 200 Clients	Q1	Q2	Q3	Q4	TOTAL
Households Housed in CSH Units	4	3			7
Households being helped through RR	0	0			0

Households returned to the street (failures)	3	2			5
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Households moved into permanent housing from CSH (successes)	1	1			2
Households moved into permanent housing from RR (successes) *	0	0			0
TOTAL HOUSEHOLDS HOUSED	1	1			2
TOTAL INDIVIDUALS HOUSED	1	1			2

Year	2021	2022	2023	2024
Total Clients Housed	72	54	58	50
Clients Still Housed	18	29	44	44
Clients No Longer Housed	17	10	10	4

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 three non-CV 200 client served this quarter and 1 non-CV 200 client served was permanently housed. One individual that was assisted this quarter was a 2023 CV 200 that had fallen out of housing. The CV Housing First team was able to place her into a CSH unit and quickly re-house her bringing the number of CV 200 clients from 2023 from 43 to 44 clients that are still housed.

CVAG staff would acknowledge that it is unusual to have a quarterly report where clients housed are only in the single digits. This has happened once before in the program's history, also reporting out seven

clients for the quarter. CVAG staff would note that a number of unusual circumstances contributed to the lower-than-normal quarter, and staff has already seen an uptick in the third quarter.

During the second quarter, CVAG had 13 Project Based Voucher (PBV) referrals for CV 200 clients but these referrals are currently pending the opening of the properties. The referrals are for multiple new projects that are opening this year. These projects were originally opening in May and June but all project opening dates were pushed back to the summer months or later. That's left several clients in limbo and awaiting housing. Additional delays were experienced when properties took longer than normal to get units move-in ready.

This year, CVAG has faced challenges with CV 200 clients passing stricter background check policies needed for vouchers or individual properties. In addition to the established case management strategies, CVAG staff is working to identify clients who may face challenges in passing background checks and connecting them with an in-patient or out-patient treatment if they have any possession or substance-related charges on their record.

Some additional notes about the data provided in the chart:

The total number of clients housed or returning to the streets is equal to or 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. Numbers have been provided for the number of clients that were housed by year and how many clients remain in housing. Some clients are unaccounted for since we are unable to communicate with them to determine if they still remain in housing or not and others have passed away. 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 second quarter, the CV 200 clients who successfully exited the program into permanent housing stayed in a crisis stabilization unit on average for 28 days. Those CV 200 clients who exited the program unsuccessfully stayed on average 50 days.

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 7J

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Additional funds to update budgeting software

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

Recommendation: Authorize the Executive Director to execute an additional agreement with Euna Solutions for an amount not to exceed \$29,500 for one-time services related to configuring the budget software with CVAG's new chart of account structure as part of the Enterprise Resource Planning system implementation

Background: CVAG staff have been diligently exploring methods to improve the efficiency of the budgeting process. In December 2021, the Executive Committee approved a five-year agreement with Questica, now known as Euna Solutions, for budgeting software. The total agreement amount for the first year was \$24,625, which included a \$10,000 one-time implementation fee and \$14,625 for the first year's subscription, for total five-year amount not to exceed \$108,673. The annual subscription fee is subject to an inflation-based increase each year.

In December 2024, the Executive Committee authorized an additional \$7,000 for one-time implementation costs and a one-year agreement with Questica for Budget Book Studio which helped streamline the internal budget reporting preparation processes and eliminate certain manual steps previously performed by CVAG staff to compile and finalize budget data.

Since Executive Committee approval in April 2024, CVAG staff have been separately implementing Oracle's NetSuite for Government as an Enterprise Resource Planning (ERP) system. During the ERP selection process, CVAG staff chose to retain Questica as the budgeting software based on its functionality over Oracle's budgeting components. Staff is now recommending an amendment with Euna to integrate the two systems so that budget-to-actual data can be effectively reviewed within the ERP system. This work includes CVAG staff coordinating with Questica to perform a re-implementation of the budget system, configured for a new chart of account structure that was implemented during the ERP configuration process. Questica will also provide project management fundamentals as well as technical solutions and development team. The work will also include sessions with CVAG staff to review configuration options, provide virtual trainings, review report options and assess where unused product features might assist with current needs.

Fiscal Analysis: The one-time services contract will add no more than \$29,500 to the already authorized total \$115,673 for Euna Solutions bringing the total to \$145,173 over a five-year period.

ITEM 8A

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

Subject: Rollout of the Shade Trees for Southern California Deserts Program

Contact: Emmanuel Martinez, Assistant Director – Energy & External Affairs
(emartinez@cvag.org)

Recommendation: Information

Background: In fall 2024, CVAG and Imperial Irrigation District were notified that they were awarded a \$2.9 million Urban and Community Forestry grant to plant 6,000 trees in Imperial County and Riverside County under the Shade Trees for Southern California Deserts program proposal. The project's start had been on hold due to uncertainty with federal funding and the new Administration's Executive Orders. In June 2025, California Department of Forestry and Fire Protection (Cal Fire) issued an intent to proceed, moving the project to the implementation phase.

The Shade Trees for Southern California Deserts program will significantly boost urban greening efforts in Imperial and Riverside County. The grant funds a three-year, 6,000 tree planting project, of which half will go to the Coachella Valley and the other half to Imperial County communities served by IID. IID and CVAG will focus on planting 15-gallon trees in disadvantaged communities and under-represented demographic groups with environmental, social, and economically identified needs. Using a two-pronged approach, half of the trees will be planted in residential properties, and half will be planted in public spaces. There will be two planting seasons per year, fall and spring, over the three-year grant period. This program will leverage the planning, organization and management tools and experience of IID under their Tree for All Program, which was created in 2021.

As part of CVAG's implementation responsibilities, CVAG staff will coordinate planting efforts in the Riverside County area. The grant allocates 3,000 trees to Riverside County and can be planted outside of the IID's jurisdictional boundaries— meaning western Coachella Valley communities will also reap benefits of this regional effort. However, it is important to note that the grant requires prioritization of disadvantaged communities as identified by the CalEnviroScreen. CVAG has long expressed concerns with CalEnviroScreen as the criteria that is used does not fully depict the socioeconomic diversity of the region, and the scoring puts only a handful of census tracts in either the Coachella Valley or in Blythe in categories that become eligible for funding. CVAG staff will be required to work closely with IID, Cal Fire, and the consultant to develop and deploy an equitable distribution plan that ensures compliance with the grant requirements and also distributes trees across the region.

As detailed in the grant application, this project engages partners such as Alianza Coachella Valley and the Desert Recreation District to assist with community engagement. CVAG staff will also work directly with Coachella Valley jurisdictions to identify public planting locations. Alianza

will assist with marketing, outreach, and engagement to residents, which include digital and physical marketing and going door to door in qualifying census tracts. Desert Recreation District will assist with the planting component and identifying public spaces for planting.

Staff from IID and CVAG will act expeditiously to implement the grant. Given looming uncertainty, Cal Fire has encouraged CVAG and IID to frontload as many tree plantings as possible with proper planting and in adherence with the grant. Therefore, pending final agreements with contractors, the current plan is to take advantage of the upcoming fall planting season to move forward with efforts in the unincorporated communities of Thermal, Mecca, North Shore and Bombay Beach areas. The goal is to plant 1,000 trees (500 public and 500 private) by December of this year. After that work is completed, staff will begin planning for the spring 2026 season.

From an operational standpoint, IID will enter into agreements with two landscaping contractors, one for Imperial and one for Riverside counties, who will be responsible for planting the trees. IID will also enter into an agreement with Ms. Legakes who will oversee the program, including reporting requirements to the state. Under the authorization provided to the Executive Director in November 2024, CVAG will enter into an agreement with Legakes Consulting Corporation to receive reimbursement for CVAG staff time and related expenses.

Fiscal Analysis: There is no additional cost to this update.

IID and CVAG submitted a \$2,975,163 grant request to Cal Fire's UCF program. The budget amount allocated for CVAG staff time is \$85,463 which assumes 20 hours per week per planting season, and two planting seasons per year for three years. Additionally, \$60,000 is allocated for outreach efforts in the Coachella Valley.

Although matching funds are not required given that all benefits must accrue to disadvantaged communities, IID and CVAG provided a \$500,000 match to increase the application's competitiveness. Of that amount, CVAG is committing \$20,000 in staff time to support outreach, education and coordination efforts in the Coachella Valley over the three-year grant period, which comes to about \$6,666 per year. The remaining matching funds are being allocated by IID.

ITEM 8B

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Contract Amendment for CV Sync Phase II Construction Management

Contact: Mark Lancaster, Assistant Director of Transportation (mlancaster@cvag.org)

Recommendation: Authorize the Executive Director to execute Amendment No. 3 to the agreement with TKE Engineering, Inc. for an additional not-to-exceed amount of \$1,650,000 through September 2026 for construction management services related to CV Sync Phase II

Transportation Committee: Concurred (Meeting of August 25)

Background: Construction on Phase II of the CV Sync traffic signal coordination project is entering its final year. Work on CV Sync Phase I was completed in June 2024 and is now being operated and managed by CVAG staff. On-going construction of Phase II will bring improvements to approximately 400 additionally intersections in the project's participating jurisdictions. The total number of intersections for both phases will exceed 500 intersections. Future phases of CV Sync – Phase III along Varner Road and Phase IV in the City of Rancho Mirage – are discussed in separate staff reports as part of this agenda.

The CV Sync traffic signal coordination project is the largest multi-jurisdictional project of its kind in the nation. A construction project of this magnitude often requires a construction manager and CVAG solicited proposals for this work in 2019. In a joint meeting of the CVAG Executive and Transportation Committee meeting on October 19, 2020, the Executive Director was authorized to execute a contract with TKE Engineering, Inc. for construction management services for the CV Sync Phase I project. TKE's services have included providing on-site oversight and inspection of the construction work and navigating the approvals with various project stakeholders. TKE's work has been critical to getting the project completed.

When construction of the CV Sync Phase 2 project was ready to begin, there was interest in retaining TKE for construction management services to maintain continuity between the two phases of the CV Sync project. On June 27, 2022, the Executive Committee, on the recommendation of the Transportation Committee, authorized the Executive Director to execute Amendment No. 1 to the agreement with TKE Engineering, Inc. for a total not-to-exceed amount of \$7,458,648 for construction management services during Phase II of CV Sync through March 2025.

At the time when the original construction management contract was negotiated with TKE Engineering, Inc., the anticipated schedule for completion was approximately three years. However, there have been numerous construction delays related to unmarked utilities, overlapping agency projects, environmental mitigation measures, utility service coordination and

other permitting requirements. The scope of work has also expanded, which included bid alternative for work on Avenue 50, broadband improvements in the City of Indio, the establishment of a Traffic Operations Center at the Empire Polo Grounds to improve traffic management to the music festivals and relocation of the Regional Traffic Management Center (RTMC). This extra work required additional inspection staff to witness the work to assure the work complied with the project plans and specifications at a time when it was anticipated that the number of inspectors required would decrease.

Construction schedule delays have also resulted in shifting a significant amount of construction to the final year, in part to address delays and rescheduling of utility agency work, which is out of CVAG's and the contractors' control. TKE is inspecting the work of numerous crews working at multiple locations throughout the Coachella Valley simultaneously. TKE has responded by preparing a staffing plan that will provide the necessary oversight to ensure that the project is completed per plan and in accordance with the approved specifications.

In addition to the extended construction period, TKE has had to manage numerous design changes with the engineer of record, coordinate with utility and local agencies to receive plan approval and work windows, develop updated specifications to account for the latest Caltrans format, and has played an integral role in obtaining the necessary encroachment permits required for construction.

In April 2025, the Executive Committee authorized the Executive Director to execute Amendment No. 2 to the contract with TKE Engineering, Inc., which added \$2,100,000 to the existing agreement. At the time, staff recommended this amendment with the anticipation it included adequate funding to complete the project. Unfortunately, CVAG is now four months into the implementation of the tasks specified in this amendment and it has become evident that the financial projection was inadequate and did not include crucial activities necessary to finalize the project. The forecasts for the needed inspections were underestimated at the time of the April request. Additionally, specialized inspections for connecting fiber optic strands have surpassed initial predictions. Furthermore, the anticipated labor hours required to manage equipment replacement have exceeded estimations for both Phase I and Phase II. It is also noteworthy that project closeout documentation and reporting were excluded from Amendment No. 2.

To address these on-site conditions and the requirement to augment TKE's scope of work, CVAG staff is now recommending the approval of Amendment No. 3 to the contract, which aims to broaden construction services until the project is completed. CVAG staff has reviewed and agrees with TKE's cost estimate to finalize the CV Sync Phase II project. It is expected that the installation of fiber optic cables, the installation of new equipment at traffic intersections, as well as the testing and integration of the overall system throughout the Coachella Valley will be largely completed by spring 2026, with an additional six months needed to conclude close-out of the program. Staff is providing the details of this cost estimate and staffing plan as an attachment. Amendment No. 3 does not alter the contract term, which remains set for September 30, 2026.

The recommended authorization would also allow the Executive Director and/or Legal Counsel to make minor, clarifying contract changes prior to execution.

Fiscal Analysis: Amendment No. 3 includes a not to exceed amount of \$1,650,000. The cost of services will be paid for from CVAG's regional transportation funding.

TKE was first contracted in December 2020 for a not-to-exceed contract of \$3,620,200 for the CV Sync Phase I project. Amendment No. 1, approved in June 2022, added \$7,458,648 for the CV Sync Phase II project. Amendment No.2, approved in April 2025, added \$2,100,000 for the CV Sync Phase II project. This amendment will bring the total contract amount to \$14,828,848.

Attachments:

1. Amendment No 3 to TKE's contract and staffing plan
2. TKE letter dated August 15, 2025
3. Estimated Hours Breakdown

**AMENDMENT NUMBER THREE
TO THE
TKE ENGINEERING INC.
PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION MANAGEMENT
FOR THE
REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT (TSSP) PHASE II**

This **AMENDMENT NUMBER THREE** is made and entered into this **29th day of September 2025**, by and between the **Coachella Valley Association of Governments**, a California joint powers agency ("**CVAG**"), and **TKE ENGINEERING INC ("Consultant")**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated December 1, 2020 for the Regional Traffic Signal Synchronization Project (TSSP) Phase II.

1. This Amendment Number Three authorizes the additional scope of services in accordance with the attached TKE Engineering Inc. letter dated August 15, 2025 for the not-to-exceed amount of \$1,650,000.
2. The total amount payable under this Agreement shall not exceed \$14,828,848.

Original Agreement	December 1, 2020	\$ 3,148,000
Original Agreement – Contingency	December 1, 2020	\$ 472,200
Amendment Number One	June 27, 2022	\$ 7,458,648
Amendment Number Two	April 28, 2025	\$ 2,100,000
Amendment Number Three	September 29, 2025	<u>\$ 1,650,000</u>
Total Amount Not to Exceed		\$14,828,848

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

TKE ENGINEERING INC.

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Terry Renner, Senior Vice President

Contract No. CVAG-20-020-03
Project: Regional Traffic Signal Synchronization (TSSP) Phase II Construction Management

Attachment A-1

**TKE Engineering Inc. – Regional TPPS Phase II Construction Management Services
Amendment No. 3
Additional Scope of Services and Compensation**

Please refer to the following TKE Engineering Inc. letter dated August 15, 2025.

DRAFT



August 15, 2025

Mr. Mark Lancaster
Coachella Valley Association of Governments

Subject: 2nd Proposal to Provide Additional Services for CV Sync, Phase 2 Project

Dear Mr. Lancaster:

TKE Engineering, Inc. is pleased to provide a proposal for professional construction management services to the Coachella Valley Association of Governments (CVAG). CVAG desires to retain professional services for the CV Sync Phase 2 Project. Previously, the project was extended both in duration and volume of work involving various extra work elements. At that time, contingency for construction management services including close-out of phase 1 were not included. The current proposal includes this contingency involving previously authorized services to close-out phase 1, as well as additional staffing support and project elements has been requested to accomplish completion and orderly transition of the CV Sync, Phase 2 project to the operations team. This proposal attempts to consider and include all currently known likely costs. However, depending on sequence of work and additional unknown services, it is impossible to state with certainty that all potential costs are included in this proposal.

TKE currently serves as the Construction Manager for the CV Sync, Phase 2 project on behalf of CVAG. TKE's services will continue to involve construction management and inspection services consistent with the original project contract including an extended scope and duration as described above and in the Scope of Services and Fee table below. TKE's Scope of Services and Fee Estimate is presented in the following Table:

	SERVICES	
1	<u>Project Close-Out</u> Phase 1 and Phase 2 of the CV Sync project were overlapped at the request of the client to accommodate the orderly construction and transition of elements of the CV Sync project to the operations phase and as-needed to ensure various updates and upgrades to the original Phase 1 project were completed. Substantial additional work was completed at the request of CVAG to extend the project twice and close-out elements including facilitation of as-built drawings, management of claims, extra work tickets, additional job walks and inspection, transition to operational capabilities, inventorying and storing equipment, facilitating altered system requirements and updated TSMO requirements. This fee proposal is an estimate of the level of additional effort which was expended in closing out the project to accomplish additional project requirements and changes (i.e. investigating Econolite VDS failures/inventory management/ barcode placement etc...) as	\$400,000.00

	requested by the client and necessary to comply with Caltrans LAPM requirements.	
2	<u>RTMC Support and Staffing</u> Additional staffing support for RTMC operations through fiscal year 2025 close.	\$300,000.00
3	<u>Project Changes As-requested</u> Additional project changes and incorporation/restart of work on Monterey and in the City of Rancho Mirage or Palm Desert including incorporation of existing elements of the Rancho Mirage network to complement the CVAG network.	\$450,000.00
4	<u>Additional Work as Directed</u> Provide additional work related to various project extra work and change orders as directed by CVAG management.	\$500,000.00
	Total:	\$1,650,000.00

The above listed costs are estimates of additional project costs and are therefore a requested addition to the existing contract amount. These will be invoiced on a time and materials basis per the original contract at the agreed rates. TKE will not invoice over these amounts without prior authorization from the Client. It is estimated that the current contract end would be June 30, 2026. TKE's scope was developed based on our understanding of the project provided by the plan set forwarded to our office as well as various serial letters and extra work requests submitted by the contractor as well as requests from CVAG and incorporation of Rancho Mirage into the project. TKE will invoice monthly in accordance with our rate schedule as agreed in the original contract. We will provide services as directed by CVAG.

We request that CVAG increase TKE's original budget by \$1,650,000.00.

This additional budget will be allocated to existing cost categories at TKE's discretion and in consultation with CVAG's Project Manager.

Again, thank you for the opportunity to submit our proposal to provide construction management services. If you have any questions, please contact me at (951) 680-0440 and/or at trenner@tkeengineering.com

Sincerely,



Terry Renner, P.E., L.S., Q.S.D.
Senior Vice President
TKE ENGINEERING, INC.

Coachella Valley Association of Governements (CVAG)

REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT (TSSP) - PHASE II BID ADMINISTRATION, PRE-CONSTRUCTION
ASSISTANCE AND CONSTRUCTION MANAGEMENT SERVICES
FEDERAL AID PROJECT NO. CML-6164 (024)
Consulting Fee

Task	TKE ENGINEERING, INC.														TRIUNITY, INC.			
	Overall Project Manager (Terry Renner, PE, QSD)		Resident Engineer (Justin P Schlaefli, PE, TE, PTOE)		Assistant Resident Engineer (Marvin Lara, EIT)		Assistant Engineer		Lead Field Inspector (Stephen Biscotti)		Electrical Inspector (Tony Tran)		Electrical Inspector (Jeffrey Lynn)		Project Controls (Jennifer Nielson)		Integration Manager (Dean Erickson)	
	Rate Hours	251.09 \$	Rate Hours	235.4 \$	Rate Hours	136.01 \$	Rate Hours	86.31 \$	Rate Hours	169.26 \$	Rate Hours	169.26 \$	Rate Hours	169.26 \$	Rate Hours	317.22 \$	Rate Hours	194.71 \$
Bid Administration and Pre-Construction Assistance																		
1.1 Evaluation of Scheduling		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.2 Constructability Review / Risk Analysis		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.3 Construction Project Advertising, Bid Analysis, and Award		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Construction Management																		
2.1 Construction Oversight and Inspection ^{3.)}		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.2 Contact Administration per FHWA and Caltrans Requirements		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.3 Coordination of Agency Inspections and Acceptance		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.4 Office Engineering		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.5 Project Closeout	40	\$ 10,044	240	\$ 56,496	400	\$ 54,404	240	\$ 20,714	200	\$ 33,852	120	\$ 20,311	120	\$ 20,311	80	\$ 25,378	120	\$ 23,365
2.6 RTMC Supporting and Staffing		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1750	\$296,205		\$ -		\$ -
2.7 Project Changes As-Requested	40	\$ 10,044	400	\$ 94,160	480	\$ 65,285	360	\$ 31,072	160	\$ 27,082	100	\$ 16,926	100	\$ 16,926	32	\$ 10,151	120	\$ 23,365
2.8 Additional Work as Directed	64	\$ 16,070	400	\$ 94,160	480	\$ 65,285	320	\$ 27,619	200	\$ 33,852	140	\$ 23,696	140	\$ 23,696	24	\$ 7,613	120	\$ 23,365
Phase 1 Support																		
3.1 Warranty Claims Support		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal:	144	\$ 36,157	1,040	\$ 244,816	1,360	\$ 184,974	920	\$ 79,405	560	\$ 94,786	360	\$ 60,934	2,110	\$357,139	136	\$ 43,142	360	\$ 70,096

Notes:

- 1.) Overhead Direct Costs Assume Contractor will Provide Bucket Trucks for Inspection Requirements
- 2.) TKE reserves the right to reallocate budget as needed.
- 3.) Inspection is Time and Materials as Needed. For Budget Purposes Assumes Similar Level of Effort for Phase I Requirements for Tracking Multiple Construction Crews
- 4.) Assumes No Training Will be Required

Coachella Valley Association of Governments (CVAG)

REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT (TSSP) - PHASE II BID ADMINISTRATION, PRE-CONSTRUCTION
ASSISTANCE AND CONSTRUCTION MANAGEMENT SERVICES
FEDERAL AID PROJECT NO. CML-6164 (XXX)
Consulting Fee

Accenture, LLC		ADVANCED MOBILITY GROUP (AMG)									ARAGON GEOTECHNICAL											
Assistant Resident Engineer (Yagnik Patel)		Integration Support/Fiber Optic and Wireless Communication (Joy Bhattacharya, P.E., Technical Inspection (Leonard Gilliani) Technical Inspection (Ryan Sabino) Clerical									Materials Testing (C. Fernando Aragon, P.E., G.E., AASHTO, CT) Materials Testing (Field Technician)				Total							
		Rate Hours	169.26 \$	Rate Hours	316.7 \$	Rate Hours	179.24 \$	Rate Hours	179.24 \$	Rate Hours	96.02 \$	Rate Hours	190.46 \$	Rate Hours			136.21 \$					
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
400	\$	67,704	20	\$	6,334	120	\$	21,509	80	\$	14,339	20	\$	1,920	16	\$	3,047	60	\$	11,428	\$	391,157
	\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-	\$	296,205
480	\$	81,245	32	\$	10,134	80	\$	14,339	80	\$	14,339	64	\$	6,145	32	\$	6,095	80	\$	15,237	\$	442,544
480	\$	81,245	24	\$	7,601	140	\$	25,094	140	\$	25,094	32	\$	3,073	32	\$	6,095	80	\$	15,237	\$	478,794
	\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-	\$	-
1,360	\$	230,194	76	\$	24,069	340	\$	60,942	300	\$	53,772	116	\$	11,138	80	\$	15,237	220	\$	41,901	\$	1,608,700
															Overhead Direct Costs: ^{1.)}						\$	40,217
															Total: ^{2.)}						\$	1,648,917
Notes:															Rounded Total:						\$	1,650,000

Notes:

- 1.) Overhead Direct Costs Assume Contractor will Provide Bucket Trucks for Inspection Requirements
- 2.) TKE reserves the right to reallocate budget as needed.
- 3.) Inspection is Time and Materials as Needed. For Budget Purposes Assumes Similar Level of Effort for Phase I Requirements for Tracking Multiple Construction Crews
- 4.) Assumes No Training Will be Required

TKE Engineering, Inc.

ITEM 8C

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: CalSTA Secretary Toks Omishakin's Statewide Efforts to Improve Safety and Implications for Varner Road

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

Recommendation: Authorize the Executive Director to take any necessary steps to coordinate with state agencies to expedite improvements along Varner Road, including entering agreements and submitting funding applications

Transportation Committee: Concurred (Meeting of August 25)

Background: Varner Road is primarily a two-lane roadway with a history of challenges. It also is a frontage road to the neighboring Interstate 10 (I-10), which has had to close various segments due to traffic collisions, special events and, in recent years, flooding. When Tropical Storm Hilary struck the Coachella Valley with an unprecedented destructive force in August 2023, dozens of roads and I-10 were impassable. Thousands of cars and trucks were detoured from the highway and onto a makeshift bypass route that extended from Washington Street to Palm Drive in Desert Hot Springs by utilizing Varner Road.

In December 2024, after a public procurement process, CVAG's Transportation and Executive Committees authorized the Executive Director to execute a contract with Dokken Engineering to complete CV Sync Phase III design and engineering work along Varner Road, which would incorporate a 22-mile stretch into the regional signal synchronization program. The 2024 authorization also funded a feasibility study of utilizing Varner Road as an I-10 bypass. The Varner Road improvements, which extend from Palm Drive to Avenue 42, were evaluated from a traffic safety and capacity perspective with development of design alternatives to present solutions to the existing drainage issues. The work included looking at what improvements are needed to allow Varner Road to serve as the de-facto bypass to I-10 during emergency/incident management events. The feasibility study, which was completed earlier this year, recommended intersection improvements that will allow Varner Road to function as a bypass in the case of future I-10 closures. These improvements include constructing additional turn pockets, widening the intersections, and improving traffic signal coordination.

At the time of the authorization, CVAG staff identified a partnership with Caltrans to develop an Integrated Corridor Management Plan as a component of the Varner Road improvements. In recent weeks, CVAG staff has been approached about a new partnership with the California State Transportation Agency (CalSTA).

At the August meeting, Transportation Committee members received a presentation from Rachel Carpenter, who is currently in a limited term role as CalSTA's Deputy Secretary for Safety and Enforcement. CalSTA is a cabinet-level agency that develops and coordinates transportation

policies and programs to achieve cohesion between Caltrans and the state's other transportation departments including, but not limited to, the California Highway Patrol, Department of Motor Vehicles and the Office of Traffic Safety. CalSTA recently contacted Southern California Association of Governments (SCAG) and Riverside County Transportation Commission (RCTC) about Varner Road, and RCTC connected CalSTA with CVAG staff about an opportunity to collaborate. CalSTA has partnered with University of California Berkeley's Safe Transportation Research and Education Center (SafeTREC) to identify the corridors across California where fatal and serious injury crashes are most concentrated. The goal is that by identifying high-risk segments, CalSTA can prioritize the places where investments can make the biggest impact on safety. SafeTREC's analysis, shows that Varner Road, specifically between Bob Hope Drive and Boca Chica in unincorporated Riverside County, ranks in the top five of the state's Priority Safety Corridors.

While an unfortunate designation, initial conversations between CVAG and CalSTA staff, as well as with coordination with County of Riverside staff, indicate that identifying Varner Road as a top Priority Safety Corridor could open up new opportunities for funding improvements. Caltrans Local Assistance has indicated they could provide funding for revised Preliminary Engineering work so that CVAG could expand its engineering efforts to include safety countermeasures. Once this work is complete, CalSTA officials have indicated support for finding construction funding, likely through the Highway Safety Improvement Program (HSIP).

CVAG staff is recommending the Transportation Committee receive the presentation and then authorize the Executive Director to take any necessary steps to coordinate with CalSTA and other state agencies to expedite improvements along Varner Road, including entering agreements and submitting funding applications.

Fiscal Analysis: Costs related to coordinating with CalSTA, Caltrans and other state departments is covered under existing staff time.

CVAG approved a contract with Dokken Engineering for \$5,148,209, including a 10% contingency. The existing scope of work includes the CV Sync Phase III design and engineering work, as well as a feasibility study of the I-10 bypass that required hydrology and preliminary engineering work. CVAG staff will return to the Transportation and Executive Committees at a later date to address any additional work that might be needed.

ITEM 8D

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: CV Link Improvements connecting to the Avenue 44 Bridge in the City of Indio

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

Recommendation: Authorize the Executive Director to finalize and execute a construction contract with Ortiz Enterprises, Inc., in an amount not to exceed \$3,000,000 for CV Link improvements connecting to the Avenue 44 Bridge in the City of Indio

Transportation Committee: The Transportation Committee has not considered this item, as the City of Indio's recommendation that CVAG contract directly with Ortiz Enterprises was received after the last Transportation Committee meeting on August 25, 2025. To integrate the CV Link improvements into the current construction sequencing, CVAG staff is recommending immediate Executive Committee consideration.

Background: The Avenue 44 Bridge project represents a critical transportation infrastructure improvement for the Coachella Valley region. In July 2014, the Executive Committee approved a Reimbursement Agreement with the City of Indio to design and construct the Avenue 44 bridge over the Coachella Valley stormwater channel in order to replace the existing low-water crossing that repeatedly washed-out during storm events.

Separately, CVAG has moved forward with construction of CV Link along the Whitewater River/Coachella Valley stormwater channel. In October 2020, the Executive Committee authorized a construction agreement with Ames Construction Inc. for the first two segments of the CV Link project, which included the installation of CV Link along the west side of the stormwater channel, both north and south of the existing low-water crossing at Avenue 44.

In July 2024, the City of Indio awarded a \$28,894,389.80 construction contract to Ortiz Enterprises, Inc. to construct the Avenue 44 bridge project. Construction began in September 2024, and in December 2024, the Executive Committee approved Amendment No. 2 to the Reimbursement Agreement with the City of Indio, which accounted for the updated construction costs and included reimbursement for CV Link undercrossing improvements to be built as part of the bridge project construction. The original plan envisioned the City of Indio directing Ortiz Enterprises to perform this CV Link work under their existing contract, with CVAG providing 100% reimbursement for CV Link-related costs.

However, as Ortiz prepared to add the required CV Link connections from the bridge undercrossing back to the existing CV Link pathway along the top of the channel, it became apparent that this work would not be feasible under the bridge's current contract structure. The City of Indio's federal bridge contract with Ortiz Enterprises limits the scope of work to the specific

environmental footprint approved during the federal environmental review process. The required CV Link connections are approximately 375 feet north and 200 feet south of the bridge – and they fall outside the federally approved environmental scope for the bridge construction. Therefore, the City of Indio would not be allowed to add this work to their existing contract with Ortiz.

While the City of Indio is unable to incorporate the CV Link work into their federally-funded contract due to environmental scope restrictions, CVAG has completed separate environmental documentation for the CV Link project that specifically covers the proposed pathway. This environmental clearance allows CVAG the option of contracting directly to complete the work without the need for additional environmental review processes.

CVAG staff is now recommending the Executive Committee authorize the Executive Director to finalize and execute a contract with Ortiz to close the gap and finish the CV Link connection at the Avenue 44 bridge. Directly contracting between CVAG and Ortiz Enterprises offers significant advantages for both cost efficiency and construction coordination. The contractor is already mobilized on site, familiar with the bridge design and site conditions, and actively engaged in the structural work that will interface with CV Link improvements. Integrating the CV Link construction with the ongoing bridge work eliminates the need for separate contractor mobilization, reduces coordination risks between multiple contractors, and ensures that the CV Link improvements are properly integrated with the bridge structural elements.

Fiscal Analysis: The proposed contract amount with Ortiz Enterprises is for a not-to-exceed amount of \$3,000,000. This work would be covered by Measure A funding.

CVAG staff would note that Ortiz was hired after public procurement by the City of Indio, which received eight bids from construction companies for the Avenue 44 bridge project. After a thorough review by the City and Caltrans, Ortiz Enterprises was determined to be the lowest responsive bid. CVAG will use the same unit prices included in their contract with the City of Indio. Any additional costs for items not included in the bid will be negotiated by CVAG's construction management consultant for CV Link (Anser Advisory) to ensure the costs are fair and reasonable.

Utilizing Ortiz to execute this work will generate cost savings that extend beyond the CV Link connections to the bridge. The Avenue 44 Bridge project will realize additional benefits because the current bridge design requires temporary slope protection tied into the channel bank, which must later be removed and replaced during CV Link connections. By engaging Ortiz to perform this work, the slope protection can be constructed simultaneously, eliminating the need for temporary improvements and saving over \$300,000.

Attachments:

1. Project map
2. Construction contract with Ortiz Enterprises



**Avenue 44 Bridge
Project Limits**



**CV Link Gap
Improvements**

Contract

CV Link Multi-Modal Transportation Corridor Project – Avenue 44 Gap Closure Project No. CVL-2025-001

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the Coachella Valley Association of Governments, “CVAG”, party of the first part, and ORTIZ ENTERPRISES INC. Contractor, party of the second part.

ARTICLE I:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Coachella Valley Association of Governments, the work described in the Special Provisions and the Project Plans described below, including any addenda No. _____ issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated **2023**, as identified on the Plans or in the Special Provisions, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, the Standard Specifications dated **2023**, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled _____, Sheets 1 through _____, Plan number _____, approved _____, on file with the Coachella Valley Association of Governments, which said project plans are hereby made a part of this Contract.

ARTICLE II:

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III:

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an

acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV:

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V:

The entire Contract consists of the following documents: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) the documents detailed in ARTICLE I: The Special Provisions, The Plans, The Standard Specifications, The Standard Plans, All issued Addenda, and the Labor Surcharge and Equipment Rental Rates, (j) The Determination of Prevailing Wage Rates for Public Works, (k) The Federal Wage Prevailing Wage Decision, (l) Bid Book Appendices, including but not limited to AQMD Recommendations, Reference Drawings, and Exhibits, (m) The additional Federal Requirements and forms included within the Special Provisions, including but not limited to Form FHWA-1273, (n) Any Change Orders issued, and (o) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

ARTICLE VI:

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Coachella Valley Association of Governments, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**CV Link Multi-Modal Transportation Corridor Project – Avenue 44 Gap Closure
Project No. CVL-2025-001**

Contract

ITEM #	ITEM DESCRIPTION	UNIT	QTY	ITEM PRICE	TOTAL
1	SWPPP & Compliance	LS	1.0	\$10,000.00	\$ 10,000.00
2	Concrete Wash Out	LS	1.0	\$8,000.00	\$ 8,000.00
3	Silt Fence	LF	750.0	\$7.01	\$ 5,257.50
4	Temporary Fiber Roll	LF	1500.0	\$11.14	\$ 16,710.00
5	Construction Survey	LS	1.0	\$15,000.00	\$ 15,000.00
6	Construction Water	LS	1.0	\$3,500.00	\$ 3,500.00
7	Slope Paving & Path Concrete Removals	SF	48976.0	\$3.28	\$ 160,641.28
8	Unclassified Fill (Import Borrow)	CY	7130.0	\$23.55	\$ 167,911.50
9	Structure Excavation & Fine grade Slope Paving	CY	21710.0	\$5.02	\$ 108,984.20
10	Structure Backfill & Contour Slope Paving	CY	19205.0	\$3.67	\$ 70,482.35
11	Class II Aggregate Base	TON	255.0	\$153.57	\$ 39,160.35
12	Slope Paving Concrete	CY	1164.0	\$649.66	\$ 756,204.24
13	Slope Paving Ramp Concrete	CY	504.0	\$665.20	\$ 335,260.80
14	PCC Pathway Concrete	SF	3920.0	\$16.58	\$ 64,993.60
15	Drill and Bond Dowels	LF	75.0	\$165.37	\$ 12,402.75
16	CVWD Permit & Inspection Fee Allowance	FA	1.0	\$15,000.00	\$ 15,000.00
17	Hydroseeding	ACRE	1.0	\$4,000.00	\$ 4,000.00
18	Thermoplastic Marking (Orange/Blue) Banding	SF	2620.0	\$25.00	\$ 65,500.00
19	Thermoplastic Markings	SF	1000.0	\$12.00	\$ 12,000.00
20	Thermoplastic 8-in Stipe	LF	2400.0	\$8.00	\$ 19,200.00
21	LED Lighting	EA	60.0	\$250.00	\$ 15,000.00
22	Decorative Cable Railing	LF	1200.0	\$500.00	\$ 600,000.00
23	Mobilization	LS	1.0	\$200,000.00	\$ 200,000.00
24	Bond (1%)	LS	1.0	\$27,053.00	\$ 27,053.00
				Total =	\$ 2,732,261.57
				Contingency =	\$267,738.43
				PROJECT TOTAL =	\$3,000,000.00

**CV Link Multi-Modal Transportation Corridor Project – Avenue 44 Gap Closure
Project No. CVL-2025-001**

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date set forth below.

CVAG

BY: _____
CHAIR V. MANUEL PEREZ, SUPERVISOR,
COUNTY OF RIVERSIDE

DATED: _____

ATTEST:

BY: _____
TOM KIRK, CVAG EXECUTIVE DIRECTOR
CLERK OF THE BOARD

BY _____
"CVAG"

CONTRACTOR

BY: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST: _____

TITLE: _____

Licensed in accordance with an act providing
for the registration of Contractors,

License No.: _____

Federal Employer Identification Number:

Department of Industrial Relations
Registration Number:

"Corporation"
(Seal)

ITEM 8E

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

Subject: Designation of 2026 State Transportation Improvement Program Funds

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

Recommendation: Authorize the Executive Director to recommend to Riverside County Transportation Commission (RCTC) that it designate an estimated \$6,057,420 in available 2026 State Transportation Improvement Program (STIP) funding to the CV Sync regional signal synchronization program for Phase IV in Rancho Mirage

Transportation Committee: Concurred (Meeting of August 25)

Background: The State Transportation Improvement Program (STIP) is a five-year program of projects administered by the California Transportation Commission (CTC). It is updated every two years outlining the commitment and programming of transportation funds for the State's multimodal transportation system, including: highways, rail, transit, local roads, and bike and pedestrian facilities. On August 15, 2025, the CTC adopted its final STIP Fund Estimate (FE) that estimates how much funding will be available for programming for the next five-year period, fiscal years 2026-27 through 2030-31.

The 2026 STIP FE identifies county share targets for each region in the state. Riverside County's target share will be distributed in accordance with the STIP intracounty distribution formula as affirmed in the 2023 Memorandum of Understanding (MOU) between CVAG, Riverside County Transportation Commission (RCTC), and as originally approved in 1998 through a MOU between CVAG, Riverside County Transportation Commission (RCTC) and Western Riverside County Council of Governments (WRCOG). STIP funds are allocated to Western County (80.16%), Coachella Valley (19.47%), and Palo Verde Valley (0.37%) based on the most recent fiscal year taxable sales by geographic area used for Measure A allocations.

The total estimated amount of Riverside County 2026 STIP funding available for new project programming available for fiscal years 2029/30 to 2030/31 is estimated at \$31,111,550, distributed as follows:

Western County	80.16 percent	\$24,939,020
Coachella Valley	19.47 percent	\$6,057,420
Palo Verde Valley	0.37 percent	\$115,115

RCTC staff has requested that CVAG nominate a project or projects and notify them for final concurrence and submittal to the CTC for programming. Once the nomination is made, Caltrans will prepare an Interregional Transportation Improvement Plan (ITIP) and submit it to the CTC by December 15, 2025.

STIP funding is required to meet Caltrans and Federal Highway Administration delivery requirements and is typically programmed for large regional projects. Over the last decade, CVAG has allocated STIP funds to the Jefferson Street Interchange at Interstate 10 (\$33 million), CV Link (\$18.6 million), CV Sync (\$4.5 million), CV Rail (\$6.8 million), and the Monroe Street Interchange at I-10 (\$14.1 million). Among the active projects on this list, the Monroe Street Interchange needs significant supplementary funding; however, the project is slated for construction in the fall of 2026, three years prior to the availability of the \$6 million in STIP funds. CV Link would not be eligible because it will be completed this year.

CVAG staff is now recommending that the Executive Director be authorized to recommend to RCTC that the available STIP funding be utilized to complete the Coachella Valley CV Sync network in Rancho Mirage. On June 30, 2025, the Executive Committee approved the Multi-Agency Participating Agreement with the City of Rancho Mirage for inclusion into the CV Sync regional signal synchronization program. With the inclusion of Rancho Mirage, CV Sync now includes all nine cities in the Coachella Valley, along with the County of Riverside and Caltrans, as participating agencies. Integrating Rancho Mirage's regional corridors into CV Sync will enhance regional coordination, improve system performance and reduce operational costs by using standard equipment and a centralized Regional Traffic Management Center (RTMC). The timing of this phase also coincides with the timing of the STIP funding allocation.

Fiscal Analysis: The total Coachella Valley amount of 2026 STIP funding available for programming is an estimated \$6,057,420. CVAG staff is recommending that this funding be programmed for the CV Sync regional signal synchronization program, Phase IV in Rancho Mirage.

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

ITEM 8F

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

Subject: Cash Flow Analysis for Regional Transportation Projects

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

Recommendation: Direct the Executive Director to further analyze policy changes to address short-term and long-term cash flow considerations, including options for reducing regional costs and increasing regional revenue

Transportation Committee: At its meeting on August 25, the Transportation Committee concurred with conducting further analysis and provided some direction on options, including the Transportation Uniform Mitigation Fee (TUMF).

Background: CVAG oversees cash flow as a critical element of its financial planning, monitoring expenditures on regional capital projects that have reimbursement agreements approved by the Transportation and Executive Committees. Additionally, CVAG staff collaborates with member jurisdictions to develop cash flow projections based on upcoming projects that may seek regional funding.

With this report, staff is recommending additional direction on an analysis of potential policy changes to address short-term and long-term cash flow considerations, including options for reducing regional costs and increasing regional revenue.

This shortfall was first highlighted in 2020, when CVAG staff identified projected cash flow shortfalls and presented these findings to the Transportation and Executive Committees. A link to the [December 7, 2020 Executive Committee staff report](#) is included here for reference. Revenue from the Measure A sales tax and the Transportation Uniform Mitigation Fee (TUMF) were down by double digits, and once-reliable funding sources like the State Transportation Improvement Program (STIP) were dwindling. The COVID-19 pandemic further impacted cash flow through significant reductions in formula-based city and county local streets and roads (LSR) funds from the state, including the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (SB1 funding that does not flow to CVAG).

Unfortunately, the forecast has gotten more grim over time. Staff is now seeking policy feedback on how to address the issue moving forward.

CVAG Efforts to Secure Funding

CVAG has had a longstanding policy to secure outside funding in order to move its regional transportation projects forward. At the December 5, 2022 meeting, the CVAG Executive Committee authorized the Executive Director to negotiate and finalize a Memorandum of Understanding (MOU) between Riverside County Transportation Commission (RCTC) and CVAG. The MOU ensures fair distribution of state and federal formula funding between RCTC and CVAG.

Despite having numerous long-standing agreements with RCTC, not all state and federal programs were covered, and it was necessary to formalize funding distributions for these programs.

Through this MOU process of reconciling past funding received by Riverside County, CVAG staff identified approximately \$42 million in state and federal funding that should have been allocated to the Coachella Valley. These funds were designated for the Monroe Street Interchange project, which is the top priority in the 2016 Transportation Project Prioritization Study (TPPS). CVAG staff also worked with RCTC to allocate more than \$50 million from the Congestion Mitigation and Air Quality (CMAQ) program for CV Sync Phase II construction.

CVAG continues its partnership with RCTC, recently collaborating to develop the final RCTC project prioritization framework for ranking Riverside County submissions to the ongoing Southern California Association of Governments' (SCAG) 2025 Call for Projects related to Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) funding. CVAG staff also participated in the evaluation committee responsible for reviewing all Riverside County applications.

Additionally, CVAG has successfully pursued state and federal funding sources for various projects, including:

- \$50 million from the Local Transportation Climate Adaptation Program (LTCAP) and another \$7.5 million from SCAG's previous call for projects for the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) project along Indian Canyon; and
- \$34 million from Cycle 6 of the Active Transportation Program (ATP) for the Arts & Music Line project in the cities of La Quinta, Indio and Coachella.

CVAG staff also works closely with member jurisdictions and state and federal representatives to support member jurisdiction projects by coordinating meetings and providing letters of support.

2025 Cash Flow Analysis

Despite successful efforts to secure state and federal grants, the regional funding forecast has not improved since the 2020 analysis.

In recent months, CVAG staff have updated revenue and expenditure estimates to prepare the 2025 cash flow analysis. This analysis only accounts for currently obligated projects listed in CVAG's approved Fiscal Year 2025-26 budget. The analysis does not include expenditures for potential new projects or project phases lacking an executed reimbursement agreement between CVAG and the member jurisdiction. For example, only the Interstate 10 interchange at Monroe Street is included—no other interchanges were considered. The resulting five-year cash flow analysis projects a negative fund balance of more than \$30 million at the end of fiscal year 2027- 28.

A funding breakdown of completed and future interchanges is below. Notice that federal and state funding covered 77% of the cost to construct the six recently completed interchanges. However,

federal and state funding only accounts for 6% of the eight future interchange projects. Without a change, no funding will be available for future interchanges and bridge projects with a combined price tag of nearly \$1 billion.

Recently Completed Interchange Projects (1,000s)			
Description	Total	Local	Federal/State
Bob Hope/I-10	\$52,000	\$1,495	\$50,505
Indian Canyon/I-10	\$35,000	\$9,000	\$26,000
Palm Dr/Gene Autry/I-10	\$35,000	\$6,400	\$28,600
Date Palm/I-10	\$31,400	\$4,300	\$27,100
Jefferson St/I-10	\$71,300	\$23,300	\$48,000
Monterey/I-10	\$10,300	\$7,735	\$2,565
Total:	\$235,000	\$52,230	\$182,770

Future Interchange/Bridge Projects (1,000s)			
Description	Total	Local	Federal/State
Monroe/I-10	\$175,000	\$117,826	\$57,174
Jackson/I-10	\$145,000	\$145,000	\$0
Portola/I-10	\$140,000	\$138,725	\$1,275
Avenue 50/SR86	\$60,000	\$59,200	\$800
Avenue 50/I10	\$120,000	\$118,000	\$2,000
Dillon/SR86	\$90,000	\$90,000	\$0
Dillon I-10	\$90,000	\$90,000	\$0
DaVall/I-10	\$145,000	\$145,000	\$0
Total:	\$965,000	\$903,751	\$61,249

Ever rising construction costs of projects such as the Monroe Street interchange indicate that the region's financial situation will be even more dire.

The Monroe Street I-10 Interchange project is scheduled to advertise for construction next fall. Compared to Jefferson Street (the last interchange constructed), construction costs have increased approximately 150%. After accounting for the \$57 million in outside funding that CVAG helped secure, the remaining local funds required total approximately \$117 million. Applying the current 75/25 cost-sharing formula results in an estimated \$88 million share for CVAG and \$29 million share for local jurisdictions. Under CVAG's interchange proportionate share policy, the cash flow impacts will directly affect many member jurisdictions.

The proportionate share policy was established in 2003 for five Coachella Valley interchange projects: Indian Canyon Drive, Palm Drive/Gene Autry Trail, Date Palm Drive, Bob Hope Drive, and Jefferson Street. CVAG retained a traffic impact/transportation planning firm to conduct a benefit assessment analysis that determined the percentage of trips by jurisdiction using each interchange, creating a ratio for the 25% local share responsibility.

To illustrate potential impact, the percentage distribution used for the Jefferson Street interchange was applied to the \$29 million local share balance for the Monroe Interchange:

Jefferson Street Interchange Proportionate local Shares		Monroe Interchange \$29M Local Share
Cathedral City	3.20%	\$928,000
Coachella	2.60%	\$754,000
Desert Hot Springs	0.80%	\$232,000
Indian Wells	0.70%	\$203,000
Indio	50.10%	\$14,529,000
La Quinta	10.70%	\$3,103,000
Palm Desert	2.50%	\$725,000
Palm Springs	4.90%	\$1,421,000

Rancho Mirage	1.60%	\$464,000
Riverside County	22.90%	\$6,641,000

Final proportionate share estimates would be calculated based on the ratio of trips generated by each jurisdiction using the Monroe Street I-10 Interchange.

The table above illustrates how local share costs would potentially be distributed among member jurisdictions for one new interchange. This is only one project: Imagine what the fiscal impact will be if Jackson Street I-10 Interchange, the No. 2 ranked project in the TPPS, also advances to construction. The Jackson Street I-10 Interchange currently has no state or federal funding.

Policy Considerations Moving Forward

CVAG staff is presenting the following long-term options for discussion:

Revenue Enhancement Options:

- Adjust the cost-sharing policy: The current 75/25 cost sharing formula was established in 2007. Prior to 2007, the cost sharing formula was 50/50. Considering that Road Maintenance and Rehabilitation Account (RMRA) funds (SB1 funding that goes directly to cities and county, not CVAG) have doubled in the last decade, and many cities have their own sales tax measures, CVAG could return to the original 50/50 formula split instead of the current 75/25 split;
- Increase the sales tax: For years, there have been conversations by RCTC about whether to pursue a new sales tax measure to increase cash flow revenues. The region's current Measure A is a half-cent sales tax extended by voters in 2002 for 30 years. RCTC adopted a Traffic Relief Plan to identify the types of projects that could be funded if more revenue is available, and it incorporates CVAG's TPPS. There has been no decision by RCTC about if or when to put something before voters.
- Combine sales tax increase with cost-sharing adjustment;

- Increase development fees: Updates to the TPPS and the related TUMF are in process. Committee members will be reviewing substantial TUMF fee increases. In 2017, CVAG's TUMF Nexus Study calculated a maximum fee of \$8,409 per single-family residence. However, in consideration of funding constraints and project feasibility over a 15-25 year timeframe, the Executive committee adopted a reduced fee of \$2,310 per single-family residence in 2018. TUMF is raised slightly every year due to an inflation adjustment and is currently \$2,840, as compared to the \$15,476 assessed by Western Riverside Council of Governments as of April 1, 2025.

Expenditure Reduction Options:

- Adjust project prioritization: Collaborate with Riverside County and valley cities to reprioritize or eliminate projects from the TPPS;
- Reconsider interchange or large project funding: Evaluate whether CVAG should continue funding interchange projects given their significant cost impact
- Cap CVAG funding for any single project
- Limit CVAG funding to specific project phases. For example, fund only pre-construction activities, or fund only the construction phase

CVAG faces a projected \$33 million budget deficit by 2027-28, with nearly \$1 billion in unfunded future interchange projects. Despite CVAG securing \$185 million in outside funding over the last five years, rising costs—exemplified by the Monroe Street Interchange's 150% cost increase— have created a substantial funding gap.

This issue sparked a robust discussion when the Transportation Committee met in August, when members asked for further data and analysis of the TUMF fee and additional information on other funding opportunities. CVAG staff recommends the Executive Committee discuss some difficult options – including changing the cost-sharing formula from 75/25 to 50/50, increasing taxes or fees, or reducing project commitments – and directing the Executive Director to return with an additional analysis of cash flow. These policy considerations will require careful evaluation of their impacts on regional transportation goals, member agency capacity, and overall system functionality.


Fiscal Analysis: There is no additional cost to CVAG to develop this cashflow analysis, which applies to projects currently obligated in CVAG's approved Fiscal Year 2025-26 Budget, as well anticipated projects included in the approved 2016 TPPS.

ITEM 9a

2024/2025 EXECUTIVE COMMITTEE ATTENDANCE ROSTER



CVAG JURISDICTION	JUL	AUG	SEP	OCT	NOV(Dec)	DEC	JAN	FEB	MAR	APR	MAY(JUN)	JUN
Blythe	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Cathedral City	-	-	✓	-	✓	-	-	✓	-		✓	
Coachella	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Desert Hot Springs	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Indian Wells	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Indio	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
La Quinta	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Palm Desert	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Palm Springs	-	-		-	✓	-	-	✓	-	✓	✓	✓
Rancho Mirage	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Riverside County	-	-	✓	-	✓	-	-		-	✓	✓	✓ ✓
Agua Caliente Band of Cahuilla Indians	-	-	✓	-		-	-	✓	-			
Cabazon Band of Cahuilla Indians	-	-		-	✓	-	-	✓	-		✓	✓
Torres Martinez Desert Cahuilla Indians	-	-	✓	-		-	-	✓	-			✓
Twenty-Nine Palms Band of Mission Indians	-	-		-		-	-		-			

Absent 

No Meeting -

Present ✓

ITEM 9b

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Regional Transportation Project Status Report

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

Recommendation: Information

Background: CVAG staff provides regular updates to the Transportation and Executive Committees on regionally significant projects through project status reports. This Regional Project Status Report includes the latest updates organized by project type: interchange, bridge, arterial, active transportation, and regional projects led by CVAG.

The following projects have been completed and have been removed from the Regional Project Status Report:

- Cathedral City Downtown Connectors ATP Project
- CV Link community connector in Cathedral City
- CV Sync - Phase I
- Flooding and Blowsand - Desert Hot Springs Emergency Access Study

Fiscal Analysis: There is no further impact to budgets for this action. Funding for these projects has been budgeted through the project phase indicated and secured through various funding sources.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Transportation Project Status Report
9/23/2025



Project Description	Lead Agency	CVAG Funded					Status
		PSR	PA/ED	PS&E	ROW	CON	
Interchanges							
Avenue 50 @ 86S	COA						CVAG approved funding for PS&E & ROW.
Avenue 50 @ I-10	COA						PS&E underway.
Jackson Street @ I-10	COR						PA/ED completed. 95% Plans are being prepared. ROW acquisition is on hold until requirements are finalized except for armory building.
Monroe Street @ I-10	COR						PA/ED completed. 100% package expected mid August. ROW acquisition underway, draft ROW cert to be submitted end of August. Environmental permits submitted. Additional funding being pursued.
Portola Avenue @ I-10	COR						Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained.
Interchange Preparation Fund Projects							
Da Vall Drive @ I-10	CC						PSR complete. Project on-hold until funding for next phase is available.
Dillon Road @ I-10 & SR86	TNP						PSR complete. PA/ED complete. Close out for project with City of Coachella. Twenty Nine Palms Tribe of Mission Indians has become lead agency.
Arterial Links							
Avenue 48 (Van Buren St to Dillon Rd)	COR						Construction complete pending completion of minor punch list items.
Avenue 50 (Calhoun St to Harrison St)	COA						PS&E & ROW underway. Construction of Phase I complete.
Avenue 50 (Jefferson St to Jackson St)	Indio						PA/ED and PS&E underway.
Date Palm Drive (I-10 to Varner Rd)	CC						Phase II is completed. PS&E for Phase III is underway with estimated completion December 2025.
Varner Road (Palm Drive to Date Palm Drive)	CC						PS&E is underway.
Jackson Street Widening (Ave 49 to Ave 52)	Indio						Phase I (widening CON) completed. Phase II (undergrounding, signals, sidewalk CON) expected late 2025. Phase II ROW underway.
Jefferson Street (Ave 38 to Sun City Blvd)	Indio						PA/ED underway.
Bridges							
Airport Boulevard Bridge	COR						PS&E anticipated to be completed by Oct 2025. Construction anticipated 2nd Quarter 2026. ROW cert delayed approximately 6 months.
Avenue 44 Bridge over WWR	Indio						Environmental cleared. ROW cleared. Under construction.
Avenue 50 Bridge over WWR	COA						PS&E & ROW underway. 100% plans being reviewed. ROW acquisition underway.
Avenue 50 Bridge over LQEC	LQ						Project in PS&E phase.
Dillon Road over WWR	TNP						CEQA and NEPA complete. Twenty Nine Palms Tribe of Mission Indians has become lead agency.
Dune Palms Road Bridge over WWR	LQ						Project open, but contractor performing final punch list items.
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						Design Complete. ROW Complete. Pending Caltrans approval of RFA to start construction.
Indian Canyon Drive (Garnet Incl. RR Crossing)	PS						Project in construction. Schedule delayed due to environmental conditions. Construction has resumed.
Ramon Road Bridge	PS						ROW ongoing and plans being updated to latest Caltrans Standards.
South Palm Canyon Drive Bridge over Tahquitz Creek	PS						Project in construction.
Vista Chino Bridge over WWR	PS						Project is in PS&E phase. Extensive negotiations with SCE for utility relocation.
Regional Projects							
Broadband Strategic Plan	CVAG						Market Assessment, Needs Assessment, Gap Analysis, Governance, and Request for Expressions of Interest from ISPs are complete. High Level Design has started. Project completion extended to December 2025.
CV Sync - Phase II	CVAG						Project construction 90% complete.
CV Sync - Phase III & I-10 Bypass Study	CVAG						CV Sync Phase III in design & Varner Rd. Feasibility Study (I-10 by-pass) completed. Potential coordination with State added as separate agenda item
Flooding and Blowsand - ACCESS Indian Canyon Drive	CVAG						Revised Hydraulic Models and Hydrology Report were submitted to CVWD for approval. Geometric Approval Drawings (GAD) are being developed and a wind study is being performed.
Flooding and Blowsand - Varner Road	CVAG						Geometrical Approval Drawings and 30% Plans Completed - Under Review.
Transportation Project Prioritization Study Update	CVAG						Study authorization provided and kick-off held in May 2025. Project update on agenda.
Active Transportation Projects		Grant Funded					
ATP - Arts & Music Line	CVAG						NEPA approved in May 2024. ROW acquisition underway. Design nearing 100% complete. Analyzing Dillon Road alternatives. Construction award anticipated in Q1 2027.
ATP - DHS CV Link Extension in City limits	DHS						PS&E 90% complete for City-led project.
CV Link	CVAG						Construction substantially complete. Contractor performing punch list items.
CV Link - DHS Extension Across I-10	CVAG						PSR Anticipated to begin in September 2025, pending contract approval. Consideration of consultant agreement on agenda.
CV Link - Mecca/North Shore Extension	CVAG						Project authorization and kick-off in May 2025. PSR Underway.
CV Link - Community Connector (Coachella)	CVAG						Construction substantially complete. Contractor performing punch list items.

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

CVAG Funded Phase Legend	
PSR	Project Study Report
PA/ED	Preliminary Engineering / Environmental Document
PS&E	Plans Specifications & Estimates
ROW	Right of Way
CON	Construction

ITEM 9c

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: New location of CVAG's public meetings

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

Recommendation: Information

Background: For decades, CVAG has held its public meetings at the Parkview building located at 73-710 Fred Waring Drive in Palm Desert. The building is owned by the City of Palm Desert. In 2024, Palm Desert staff notified CVAG that it would be demolishing the Parkview building to make space for the City's new library that is being built adjacent to Civic Center Park. The City also agreed to build a new conference room space for CVAG as part of the library's construction.

In the interim, CVAG staff sought to find an alternative meeting location for CVAG and for its sister agencies, the Coachella Valley Conservation Commission (CVCC) and the Coachella Valley Power Agency (CVPA). CVAG staff previously notified committee members and the public that CVAG anticipated moving its meetings to the Colorado Regional Water Quality Control Board. Over the summer, CVAG learned the partnership would not be possible as logistics could not be worked out with the State.

Thankfully, the Coachella Valley Water District (CVWD) has agreed to have CVAG host its public meetings at CVWD's Steve Robbins Administration Building Training Room, 75515 Hovley Lane East in the City of Palm Desert. CVAG and CVCC have larger-than-most governing boards, and the room is equipped to accommodate this need. The first meeting at the new location was the August meeting of CVAG's Transportation Committee. CVAG staff has posted the new location on its websites and also reached out to member jurisdictions to notify them of the change.

Fiscal Analysis: CVWD is providing the meeting room at no cost to CVAG. Coordination of public meetings is covered under existing staff time. Minor equipment purchases, such as additional microphones, may be necessary and would be covered under the Executive Director's spending authority and CVAG's existing budget.

ITEM 9d

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Update on annual contributions to the CV Housing First Program

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

Recommendation: Information

Background: Last year, the Homelessness Committee and Executive Committees authorized the Executive Director to execute memorandums of understanding (MOUs) with member jurisdictions to increase the CV Housing First contribution to \$125,000 in Fiscal Year 2025-26 and provide for annual inflation adjustments that are reviewed by the Homelessness Committee. The Executive Committee also asked for further review of this issue by CVAG's Finance Committee, which reviewed questions of equity in the contributions before supporting identical, across-the-board contributions for participating cities.

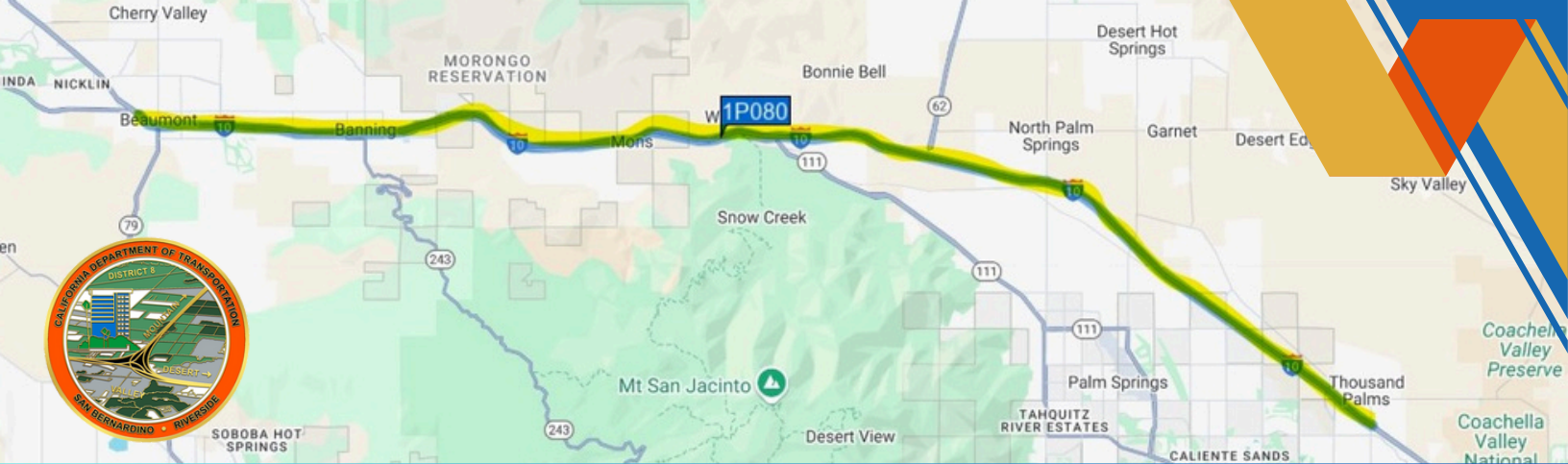
Based on this direction, CVAG staff finalized a memorandum of understanding that was circulated to member jurisdictions. Long-term funding agreements will ensure financial stability for the program and avoid the uncertainty – and significant staff time – that comes with the previous process of asking cities for funds each year. CVAG staff has consulted with Legal Counsel, who notes that there is no legal impediment to cities entering into a multi-year commitment. Additionally, the California Constitution debt limit only prohibits a multi-year contract where the funds to pay the full contract are not on hand, and that the amount of this proposed MOU does not appear large enough to create that concern. The MOU was also brought to the Homelessness Committee in April 2025, prior to its distribution.

To date, the Cities of Cathedral City, Indian Wells, Indio, Palm Desert and Palm Springs have approved the multi-year MOU. The City of La Quinta approved a one-year MOU at the increased rate. The Cities of Desert Hot Springs, Coachella and Rancho Mirage have not brought the item to Council yet.

Fiscal Analysis: CVAG has increased the annual contribution request to cities to \$125,000 starting in Fiscal Year 2025-26. This is a \$25,000 increase over the previous year's contribution. It is the first time in more than 15 years that CVAG has increased the requested amount, which at one point was set at \$103,000 when Roy's Desert Resource Center was open. It would generate an additional \$225,000 if approved by all cities currently participating in the program. The County of Riverside, which has been instrumental in helping CVAG secure additional funds through grants, has an agreement for general fund contributions through Fiscal Year 2025-26 that provides \$359,711 annually

The CV Housing First program, including the staffing and program operations, is funded by contributions from member jurisdictions and grants. CVAG's Fiscal Year 2025-26 Budget anticipates a \$1,914,664 operating budget, with a \$245,587 deficit being covered by the program's fund balance. CVAG continues to seek grant opportunities

CVAG is also incorporating an annual inflation adjustment into the future MOUs. The inflation factor shall be reviewed annually by the Homelessness Committee. It shall be the same one utilized to budget other CVAG programs, which is based on the Riverside-San Bernardino-Ontario Area Consumer Price Index (CPI).



INTERSTATE 10

PREVENTATIVE MAINTENANCE ON ELEVEN BRIDGES PROJECT BETWEEN BEAUMONT AND THOUSAND PALMS

QUICK FACTS



LOCATION

Riverside County between Beaumont and Thousand Palms. On I-10, starting from Veile Ave Undercrossing to Monterey Ave Overcrossing



COST

Est. total cost: \$ 4.93 M.



DURATION

October 2025 - Summer 2026
Weather conditions may impact work schedule and duration.



WORK HOURS

Monday - Friday
Night work behind cone barriers:
10 p.m. to 6 a.m.
Daytime shoulder work may occur
behind cone barriers: 8 a.m. to 4 p.m.
Weekend night work may occur:
11 p.m. to 7 a.m.
Shoulder areas will be closed at various
location during this project.



SCAN NOW TO STAY UP-TO-DATE



PROJECT PURPOSE

This project will perform preventative maintenance on 11 bridges along I-10 including furnish & place polyester concrete overlay, replace joint seal, and HMA. The project will improve safety and ride quality of the bridges between Beaumont and Thousand Palms.

TRAFFIC IMPACTS

One-lane flagging will occur to assist with traffic control in both directions of Overcrossing at all work hours. Alternating lane closures will also be placed at various locations of I-10 for traffic control. Ramp and connector closures will occur at various locations. Oversize and overweight vehicles must adhere to width limits. For more information, please contact (916)322-1297

WHAT TO EXPECT

Multiple traffic flagging and alternating lane closures will occur throughout the duration of the project. Drivers are advised to slow in the project zone and wait for flagging direction. Signage will be placed alerting of work ahead. **DELAYS ARE EXPECTED WITH AT LEAST 20 MIN. WAIT TIME IN EACH DIRECTION.** Weather may delay and/or change the work schedule.

PROJECT CONTACT

Robert Tsai
Public Information Officer
909.925-7517
robert.tsai@dot.ca.gov



ITEM 9f

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

Subject: Transportation Project Prioritization Study (TPPS) Status Update

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

Recommendation: Information

Background: At its April 28, 2025 meeting, at the recommendation of the Transportation Committee, the Executive Committee authorized a contract with HDR Engineering, Inc. to conduct an update to the Transportation Project Prioritization Study (TPPS) and companion documents. The project commenced in May 2025 and is scheduled to be substantially completed mid-2026. This staff report provides an update on the work that has been conducted and outlines next steps to finalizing the TPPS criteria.

The TPPS ranks the regional arterial projects in the Coachella Valley based on a system of criteria adopted by CVAG's Transportation and Executive Committees. The accompanying Regional Arterial Cost Estimate (RACE) provides a cost estimate, in current dollars, of the segmented improvement projects. Once adopted, the TPPS, RACE and the Regional Active Transportation Plan (ATP) serve as the basis for the Transportation Uniform Mitigation Fee (TUMF) Nexus Study.

Ultimately, the TPPS and accompanying documents will set a blueprint for investments and provide clarity on what's needed in the Coachella Valley. CVAG and its member agencies focus their efforts on the transportation projects ranked in the top 10 percent of the TPPS ranking, although factors such as the availability of state and federal funding also may determine how projects move forward for CVAG's consideration. CVAG is also conducting a regional logistics impact study in conjunction with the updates to the TPPS, RACE, and the TUMF Nexus Study to provide insights into the potential impacts of logistics development planned in the various jurisdictions in the Coachella Valley.

TPPS Project Eligibility Criteria

There are two sets of criteria used for the TPPS: criteria for eligibility and criteria for prioritization. The 2016 TPPS and previous iterations of the TPPS have included initial eligibility criteria which must be met in order for new projects to be added to the program. The criteria included in the 2016 TPPS are as follows:

1. Connect to or cross over Interstate 10 or State Route 86S
2. Go through or border two or more jurisdictions
3. Be included in an agency's general plan as a minimum four-lane roadway or street.
4. Have a roadway segment volume exceeding 20,000 average daily traffic (ADT) count in both directions

5. Cross the Whitewater River Channel or a major tributary
6. Be included in the I-10 Closure Plan (added in April 2014)

For a segment to be included in the TPPS, a new proposed project must either be included in the Emergency Response I-10 Closure Plan or meet a minimum of three of the first five criteria listed above. Historically, once a project is included in the TPPS, it remains in the program and is not re-evaluated if the eligibility criteria changes.

The TPPS project team, comprised of CVAG staff and the consultants, reviewed the existing eligibility criteria with the following key takeaways:

- Connections to and crossings over I-10 and SR-86 are critical to regional connectivity and should be maintained as an eligibility criterion.
- Projects that go through or border two or more jurisdictions ensure regional connectivity between member jurisdictions. This criterion should be maintained.
- Projects with a minimum of four lanes included in an agency's general plan keep the TPPS focused on regionally significant roadways and should be maintained as an eligibility criterion.
- A minimum of 20,000 ADT on a minimum of a four-lane roadway ensures an acceptable level of service. This criterion should be maintained.
- Crossing the Whitewater River Channel and inclusion in the I-10 Closure Plan are related to impacts to emergency access and regional connectivity due to an event. Rather than identify separately whether a roadway crosses a channel or is included in the I-10 Closure Plan, these two criteria should be combined.

Additional criteria concepts were considered but are not being recommended by the project team:

- A criterion that sets a limit to how frequently, or if an agency can submit for less than the ultimate improvements in the TPPS along the same or portions of the same corridor.
- A criterion that would include roadways where intersections along the corridor are in the top percentile of crashes in the region. Safety is already a prioritization criterion.
- A criterion capturing technology projects that will help implement elements of the CV Sync or the regional broadband plan.

In the coming months, CVAG staff will be soliciting member jurisdictions' feedback on keeping the first four existing eligibility criteria and consolidating the fifth and sixth into one criterion, for a total of five eligibility criteria:

1. Connect to or cross over Interstate 10 or State Route 86S
2. Go through or border two or more jurisdictions
3. Be included in an agency's general plan as a minimum four-lane roadway or street.
4. Have a roadway segment volume exceeding 20,000 ADT in both directions
5. Included in the I-10 Closure Plan or crosses the Whitewater River Channel or major tributary.

Staff anticipates that a new proposed project must meet a minimum of three of the five criteria to be included in the TPPS. Starting in September, CVAG staff will engage with member jurisdiction staff to get their feedback as well as collect updates on TPPS projects and other project supporting data.

TPPS Project Prioritization Criteria

In addition to the eligibility criteria, the project team is beginning to analyze the prioritization criteria.

This analysis includes reviewing the feedback from the Transportation Committee's October 2024 workshop in which members participated in a comparative analysis exercise. The Transportation Committee compared strengths of the four TPPS prioritization criteria that have been used for three decades to "prioritize" investments of regional dollars – Pavement Condition; System Continuity (Gaps); Congestion (Level of Service); and Accident Rates, along with eight potential criteria that staff identified based on members' previous feedback and state and federal funding opportunities including: Encourage Infill Development; Improve Climate & Disaster Resiliency; Improve Access In & Out of the Coachella Valley; Add Pedestrian & Bicycle Routes; Improve Aesthetics; Improve Access In & Out of Events; Build Infrastructure in Disadvantaged Communities; and Improve Mobility for Disadvantaged People.

Following the October 2024 workshop, CVAG staff distributed the results of the meeting and the ranked criteria to the member jurisdictions' staff for their review and feedback. CVAG staff previously reported the results of the feedback, which for the most part, jurisdiction staff feedback received was supportive and non-specific.

The project team is presently reviewing the prioritization criteria for possible refinements in light of the results of the Transportation Committee workshop and the jurisdiction staff feedback. Initial concepts of refined prioritization criteria include consolidating the October 2024 potential criteria into themes such as equity, safety, resiliency, and connectivity, which would then have scoring applied based on objective data, a process which would continue from past practice. Those criteria will return for committee feedback in the coming months.

Fiscal Analysis: There is no additional cost to CVAG for this informational report.

The contract for HDR Engineering, Inc. to conduct the update of the TPPS and companion document, including the regional logistics study, is \$1,482,275.

ITEM 9g

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Regional Signal Synchronization and CV Sync's Public Safety Benefits

Contact: Kristopher Gunterson, Program Manager – CV Sync (kgunterson@cvag.org)

Recommendation: Information

Background: Synchronizing the traffic signals across the Coachella Valley has been a longstanding goal at CVAG as it could reduce traffic delays, improve air quality and improve safety. As authorized by CVAG's Transportation and Executive Committees, CVAG is now well underway to improving more than 500 intersections across the Coachella Valley as part of CV Sync. Updates on CV Sync are usually provided through the Transportation and Executive Committees. However, as CVAG staff is now operating the system through the Regional Traffic Management Center (RTMC), it has identified some pilot projects in the region that benefit regional law enforcement. CVAG staff provide an update on these efforts at the September meetings of the Transportation and Public Safety Committees.

The CV Sync traffic signal coordination project is the largest multi-jurisdictional project of its kind in the nation. Phase I of CV Sync deployed improvements along the top three regional corridors: Highway 111, Washington Street and Ramon Road. Construction on Phase II of the CV Sync traffic signal coordination project is entering its final year. Design and engineering work for Phase III along Varner Road is well underway, and Phase IV in the City of Rancho Mirage is in the early design stages.

CV Sync establishes a framework for future "smart region" by installing highly technical hardware and software systems connected into a world-class, regional network. CV Sync also have technology that allows all cities to communicate and coordinate in real-time to manage traffic flow, which will be especially useful for the large events that draw hundreds of thousands of tourists to the Coachella Valley. This project is deploying fiber-optic broadband technology throughout the Coachella Valley, which can help to unlock federal and state funding opportunities.

CVAG staff is currently testing out new technologies to maximize the project's potential. One project is in partnership with Indio Police Department and SunLine Transit Agency. This involves deploying virtual roadside units in police vehicles and public buses to identify the quickest route where an emergency vehicle needs to go and prioritize them by adjusting signals and reducing the travel time. Another pilot project is being tested in partnership with the Cities of Palm Spring and Cathedral City, where CVAG staff is testing how cell phone apps can alert drivers about anything from upcoming emergency vehicles, pedestrians in the intersection and even the changing of signal timing.

Fiscal Analysis: Costs related to the pilot projects are covered under CV Sync's budget and existing staff time.

ITEM 9h

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Countywide Immigration Resources

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

Recommendation: Information

Background: At a recent meeting, members of the Public Safety Committee expressed an interest in having CVAG staff provide an update on immigration resources and coordination. With this report, staff is providing an update of efforts underway by Riverside County to coordinate resources.

On January 28, 2025, just a week after President Trump's inauguration, the Riverside County Board of Supervisors had a robust discussion about immigration and directed the County Executive Officer and County Counsel to prepare a resolution affirming that the County of Riverside is a "vibrant, compassionate, and inclusionary county for all law-abiding immigrants and refugees." At the meeting, the Supervisors also directed county staff to evaluate how data for Deferred Action for Childhood Arrivals (DACA) program participants and law-abiding undocumented immigrants is collected, managed, stored and protected; identify potential funding sources to support law-abiding undocumented immigrants facing deportation proceedings; and create a webpage with information and resources related to immigration.

The resolution (attached) was presented to the Board of Supervisors on February 4, 2025. The resolution passed on a 4-1 vote, with Supervisor Karen Spiegel opposing. A website has also been launched at <https://rivco.org/Immigration-Resources>.

The efforts to pass the resolution, analyze data and create a website were led by Supervisors V. Manuel Perez and Yxstian Gutierrez. Grace Garner, who is Supervisor Perez's Senior Legislative Analyst, provided an update on the efforts at the Public Safety Committee's September meeting.

Fiscal Analysis: There is no cost to CVAG for this informational update.

Attachment: Riverside County Resolution 2025-055

RESOLUTION NO. 2025-055
A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
AFFIRMING RIVERSIDE COUNTY TO BE A VIBRANT, COMPASSIONATE, AND
WELCOMING COUNTY FOR ALL LAW-ABIDING IMMIGRANTS AND REFUGEES

WHEREAS, Riverside County is home to persons of diverse racial, ethnic, and national backgrounds, including a large immigrant population, with foreign-born residents comprising over 22% of the County's total population; and

WHEREAS, All Riverside County immigrant residents, whether they are U.S. citizens, permanent residents, undocumented residents, refugees, or residents with any other immigration status, are valued and integral members of our social, cultural, and economic fabric; and

WHEREAS, Riverside County recognizes its long and rich history of immigrants who have contributed to our cultural community, local economy, and become leaders in agriculture, tourism, military, education, business, healthcare, government, and other professions; and

WHEREAS, Law-abiding immigrants and refugees add significantly not only to the County's economy, but also to the vitality of the state and national economies, with foreign-born workers representing almost 20% of the United States labor force and more than 35% of business owners in California; and

WHEREAS, Riverside County endeavors to inform all residents that interacting with local government should not put any residents at risk, regardless of immigration status, and irrespective of what service the individual is seeking to access, including benefits, reporting a crime, filing a legal document, or any of the countless other ways a resident and government come together; and

WHEREAS, Reducing language and cultural barriers to services and participation in civic life promotes coordination of services and resources for law-abiding immigrants and refugees across all systems, champions cultural competence and understanding, and strengthens accountability to maintain the highest quality of services for our communities; and

WHEREAS, The recent heightened attention on immigration has resulted in concerns and uncertainty among many, including but not limited to immigrants, vulnerable residents, families in our community, and service providers; and

WHEREAS, The State of California has enacted several statewide laws as a deliberate declaration that California recognizes and values the contributions of immigrants in our communities, including:

- The TRUST Act, Assembly Bill 4 (Chapter 570, Statutes of 2013), which limits the circumstances under which local law enforcement can detain individuals on behalf of federal immigration authorities; and
- The TRUTH Act, Assembly Bill 2792 (Chapter 768, Statutes of 2016), which ensures transparency and oversight regarding local law enforcement's communication with federal immigration authorities; and

- The VALUES Act, Senate Bill 54 (Chapter 495, Statutes of 2017), which limits the circumstances under which local law enforcement may use funds or personnel to support immigration enforcement and prevents police and sheriff's deputies from asking about an individual's immigration status, from sharing a person's personal information with immigration authorities, unless otherwise required or permitted by law, or from arresting anyone only for having a deportation removal order or for most other immigration violations; and
- California Welfare and Institutions Code section 831, which: 1) clarifies that juvenile court records and information are confidential regardless of a youth's immigration status; 2) makes clear that federal officials do not get automatic access to juvenile court records and must petition the juvenile court in order to be permitted access; and, 3) states that a child's name and immigration status are protected by California's confidentiality laws and cannot be disclosed without court permission; and
- California Government Code section 7285.1, which prohibits employers from voluntarily allowing ICE agents access to non-public areas of their workplaces or employee records without a judicial warrant; and
- California Government Code section 7285.2, which prohibits employers from allowing ICE agents to access, review, or obtain the employer's employee records without a subpoena or judicial warrant; and

WHEREAS, The Board of Supervisors has an established history of taking steps to support immigrants in Riverside County, including:

- Adopting a resolution in 2013 in support of comprehensive immigration reform, advocating for security/national defense, a tough but fair pathway to citizenship, a guest worker program for agricultural workers and other subsistence-wage workers, a special provision to ensure minor children are treated separately, a registration program with the government to combat visa overstays, and an improved process for admitting future workers to serve our nation's workforce needs while simultaneously protecting all workers (Resolution No. 2013-050); and
- Adopting a resolution in 2018 in support of undocumented immigrants who came to the United States as children ("Dreamers") and/or participants in the Deferred Action for Childhood Arrivals (DACA) program, advocating for a federal legislative solution to allow Dreamers to remain in the country (Resolution No. 2018-028); and
- Creating subject matter expert attorney and paralegal positions for the Law Offices of the Public Defender's Office to provide legal assistance to noncitizen indigent clients facing criminal charges in state court, allowing the County to provide effective legal assistance to noncitizen clients as required pursuant to the United States Supreme Court decision in *Padilla v. Kentucky*, 559 U.S. 356 (2010) (Item 3.25 on the Board of Supervisors agenda for October 23, 2018); and
- Adopting a resolution in 2023 establishing the Eastern Coachella Valley Enhanced Infrastructure Financing District, also known as *ECV Prospera*, will result in funding for expanded public infrastructure (including but not limited to infrastructure for water and

wastewater, transportation, utilities, and telecommunication) and for improvements to the Salton Sea (Resolution No. 2023-051); and

- Enhancing efforts to provide meaningful access to Spanish-speaking residents at Board of Supervisors' meeting by providing simultaneous Spanish interpretation of all comments made by board members, county staff, and members of the public, resulting in increased understanding, engagement and civic participation (Item 3.6 on the Board of Supervisors agenda for November 7, 2023); and

WHEREAS, It is important that Riverside County remains a vibrant, compassionate, and welcoming county for all law-abiding immigrants and refugees, and that we are One County and that all of our residents, regardless of immigration status, contribute to the social and economic fabric of this county.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Riverside:

1. Affirms that Riverside County is a vibrant, compassionate, and welcoming county for all law-abiding immigrants and refugees; and
2. Commits to safeguarding the civil rights of all our residents to the fullest extent provided by the law; and
3. Directs all County departments to continue to follow California state law, including the TRUST Act, the TRUTH Act, the VALUES Act, and Welfare and Institutions Code sections 827 et seq, Government Code sections 7285.1 and 7285.2 (and as they may be subsequently amended); and
4. Confirms that no County department or employee will initiate inquiry or enforcement action based solely on a person's actual or suspected immigration status, national origin, race, ethnicity and/or English proficiency, unless required to do so by state or federal law; and
5. Directs all County departments to review their confidentiality policies to ensure that eligible individuals are not deterred from seeking services or engaging with services based on immigration status; and
6. Promotes the value among residents of advancing efforts for integrating law-abiding immigrant and refugee communities, recognizing that a community is strongest when everyone feels welcomed; and
7. Continues to advocate for comprehensive, commonsense, and compassionate immigration reform and collaborate with stakeholders (including local institutions, organizations, and individuals) who are committed to this work.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Riverside:

8. Intends that this Resolution shall not be construed to prohibit any County department's assistance or cooperation with federal authorities if required by state and/or federal laws; and

9. Intends that this Resolution shall not be construed to affect the independent and constitutionally designated investigative and prosecutorial functions of the Sheriff and District Attorney as provided in Government Code section 25303.

ITEM 9i

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Countywide policy to address homeless encampments

Contact: Erica Felci, Deputy Executive Director (efelci@cvaq.org)

Recommendation: Information

Background: In September 2024, CVAG's Public Safety and Homelessness Committees held a joint meeting to discuss the regional ramifications of the U.S. Supreme Court's landmark ruling in the case of City of Grants Pass v. Johnson, which effectively set a new standard on how local municipalities can address homeless encampments on public property. The case stemmed from the enforcement of anti-camping laws in Grants Pass, Oregon, which had led to fines and penalties for homeless individuals camping on public property. The Court's ruling prompted Gov. Gavin Newsom to issue an executive order that immediately changed how California's state agencies addressed encampments and it prompted at least two Coachella Valley to update their own ordinances.

The ruling was a 6-3 decision. In reversing the Ninth Court ruling, the Supreme Court held that anti-camping ordinances did not violate the Eighth Amendment when they were applied in a manner that targeted the conduct of camping in public spaces and not the status of being homeless. The Court also acknowledged there was interest in maintaining public health, safety, and welfare, which in this case included preventing hazards at public spaces in order to have them accessible for the general public.

The Homelessness and Public Safety Committees had a lengthy discussion about the ruling and potential impacts during a joint meeting that was held in September 2024. At the time, CVAG staff sought direction on whether to create a model ordinance for the Coachella Valley that addresses homeless encampments on public property. It has been noted that having a cohesive approach across the region could be beneficial to cities, agencies or service providers seeking future grant opportunities. Committee members were divided on the concept of a model ordinance, with some members noting that their cities are satisfied with the ordinances that already exist. Instead, staff was directed to return with any model ordinance under development by Riverside County and consider how to promote a collaborative approach through a memorandum of understanding or a "good neighbor" policy, which was endorsed by CVAG's Executive Committee in December 2024.

CVAG staff also committed to tracking any updates on this issue as County staff had indicated they were working on a potential update to their encampment ordinance. Over the summer, Riverside County's Continuum of Care and the Board of Governance reviewed the county's policies and procedures for encampment responses. The document (attached) outlines collaboration between County departments as well as with agencies. The County's policy calls for 72-hour notice so homeless individuals have a chance to relocate before the encampment is removed – which is more time than the 48 hours that the State has recommended for a model approach. The County's COC formally adopted the policies and procedures at its July 23, 2025 meeting, and noted that it could serve as a model or

best practice that local jurisdictions could use. COC members also noted that it could be used to guide how future encampment funding is distributed in the County.

Greg Rodriguez, the Deputy Director for Government Affairs and Community Engagement at Riverside County Housing and Workforce Solutions, provided the Homelessness Committee an update at the September meeting on the County efforts and how the policy compares to the State model. CVAG staff also provided this as an informational update to the Public Safety Committee.

Fiscal Analysis: There is no cost to CVAG for this update.

Attachment: Riverside County's Encampment Response Policies and Procedures



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County of Riverside
Department of Housing and Workforce
Solutions- CoC Division
Homeless Encampment Response
Policies & Procedures

Riverside County Homeless Encampment Response Policies and Procedures

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I. Purpose

- A. This document is intended to create a set of clear guidelines for County departments and partners responding to homeless encampments. These guidelines will establish authority, best standards of practice, and governance related to all types of responses to encampments, from day-to-day practices to emergency and disaster response.

II. The Need

- A. Homeless encampments present health and safety risks for people experiencing homelessness and diminished quality of life for communities in general. In Riverside County, encampments in riverbeds and other open spaces negatively affect water quality and protected habitats and create risk of fire and other public safety and public health concerns. As many as twenty different county departments are affected by the presence of encampments, and for most departments, the impact creates costs that cannot be reimbursed by non-County sources of funding. Encampment clean-up costs are an example.
- B. Prior to the development of these guidelines, County departments typically responded to encampments in an ad hoc manner. As a result, the response did not effectively leverage our diverse resources to assist people experiencing homelessness not just out of a given area, but in moving into permanent housing. The Board of Supervisors are frequently on the front lines of this issue, as constituents regularly call with concerns and complaints.
- C. We recognize the importance of a designated county lead to avoid silos and duplication of efforts. County departments have identified the lack of a central point of contact, siloed information and communications, and no overarching plan as key problems.

III. Vision, Values, and Assumptions

To address the identified needs, Riverside County has developed the vision, values and assumptions stated below.

- A. **Vision:** To provide a coordinated encampment response leading to the most beneficial outcome for our homeless community and the community at large.
- B. The **values** underpinning our vision are:
 - Respect
 - Inclusion
 - Compassion
 - Collaboration
 - Transparency
 - Effective Outcomes

C. Assumptions

1. All episodes of homelessness are urgent. Limited resources force us to prioritize our response. This in no way minimizes the concern for people experiencing homelessness living in places that fall into a lower response priority.
2. As we test methods, and seek additional resources, these guidelines and protocols will evolve over time.
3. People move to living in an encampment because it is the best option they could find, given their circumstances. A meaningful response to encampments requires understanding the unique barriers that limit the ability of people living there to move out of homelessness.
4. Notwithstanding the rights of people living in encampments, residents and businesses in the neighboring areas also have a right to the use and enjoy their property and public spaces. This response seeks to balance the needs of the community and people experiencing homelessness.
5. Many County departments, in their daily work, will encounter people experiencing homelessness and have their own department-specific procedures to follow. This includes the responsibility of enforcement agencies to properly fulfill their duty to enforce the law.
6. Where practical and appropriate, these policies and procedures complement, and do not replace existing procedures, unless the department has opted to make those changes.
7. The response to homeless encampments requires collaboration, clear communication, and accountability among stakeholders.
8. The County has a fundamental interest in providing encampment dwellers a viable path out of homelessness to sustainability in permanent housing.
9. Securing permanent housing and other social services for residents living in encampments may be constrained by these factors:
 - a) *The presence of imminent threat to the health or safety of the public due to high fire potential or other similar threat that requires moving out of the site on short notice.*
 - b) *The rights and requirements of owners of property where people experiencing homelessness have encamped.*
 - c) *Limited local resources for housing and services.*
 - d) *Limited staff capacity to regularly engage and facilitate outreach to residents.*
10. These constraints are not insurmountable barriers.
11. Our process for addressing encampments should not jeopardize the safety, rights, or dignity of the people living in such encampments.
12. In responding to encampments and the needs of people living in them, we also seek to reduce the impact of homelessness on neighbors, private property owners, and public spaces.
13. County departments and response teams will need to apply their best judgement in situations not anticipated by these policies and procedures, and adjust policies and procedures as needed.

IV. Definitions

A. **Assessments** refer to reports collected by homeless encampment response personnel:

- a) **Observational Report:** *Contains a description of the encampment location and resident. May be provided in form of phone call, email, or in person.*
- b) **Site Assessment:** *Following receipt of an observational report, a site visit is conducted to determine what departments and/or personnel need to be involved in planning and executing a response. Information is recorded in the Homeless Encampment Response Database.*
- c) **Assessment:** *Occurs during or after an inspection. Survey of people living at the site to determine strategy for moving to permanent housing. Information collected in HMIS.*

B. **Attended Property** refers to personal property which is accompanied by a person who asserts or claims ownership over the personal property.

C. **Deployment Plan** occurs after Detailed Assessment. Developed by encampment response personnel in consultation with people conducting inspection and detailed assessment.

D. **Encampment** refers to three or more persons living in an outdoor location without permission from the owner.

E. **HMIS** refers to Homeless Management Information System.

F. **Personal property** refers to any and all tangible property, including, but not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal items such as luggage, backpacks, clothing, documents, medication, and household items.

G. **Private Property** refers to any real or personal property owned by an individual, organization, or business that is not a governmental entity.

H. **Public Property** refers to any real or personal property owned or controlled by local, State or Federal government or agency thereof.

I. **Response** refers to a coordinated action plan developed by encampment response personnel and executed by an assembled team to reach the most beneficial outcome for the homeless encampment inhabitants and communities. Team members will vary depending on location of encampment, and conditions to be addressed.

J. **Squatter** refers to one or more persons living in a building without permission from the owner.

K. **Trash/debris** refers to unclaimed property left at the site; and/or waste left by inhabitants and/or illegally dumped at the site.

L. **Trigger** refers to the event that initiates an encampment response. See Table 1, page 11.

M. **Trigger Priorities/Threat Levels** (see Table 1, page 11)

- 1. High/Disaster – Evacuate as soon as possible.
- 2. Medium/Emergency – Evacuation or other mitigation within 72 hours

3. Low/General – Time for intensive assessment and planning for housing placement

N. Unattended Property refers to personal property which is not accompanied by a person who asserts or claims ownership over the personal property.

V. Legal Considerations in Encampment Response

A. Civil Rights of Homeless People

1. Notice prior to Enforcement Action
 - a) *Fourth Amendment considerations regarding seizure of personal property, even if the personal property is left on sidewalks in violation of a municipal ordinance.*
 - b) *Fourteenth Amendment due process considerations regarding personal property, attended and unattended, at the encampment.*
2. Property ownership, personal property, and due process rights
 - a) *Public land – constitutional requirements are implicated, and the County must adhere to due process requirements for the removal of personal property; in most circumstances the County cannot criminally cite people for camping on public land.*
 - (1) Criminal enforcement of anti-camping ordinances may be a violation of the Eighth Amendment under *Martin v. Boise*.
 - (2) Reasonable time, place, and manner restrictions on camping are arguably still allowed.
 - (3) Non-criminal enforcement to clean up encampments is allowed as long as procedural protections are implemented.
 - b) *Private land – Civil court action or trespass orders. Private property owners are subject to administrative or civil penalties or injunctions for failure to comply or maintain their properties in accordance with County ordinances. Owners must follow civil process prior to clean-up when the encampment is on private property.*
 - c) *BNSF/other transit agency – the agency's internal protocols are followed to protect the safety of people encamped near railways.*
3. Other legal considerations
 - a) *Enforcement of Americans with Disabilities Act (ADA) compliance for public area and private property may not require prior notice; but other procedural due process still applies for any removal of personal property.*

B. Documentation of Effort

1. Encampment on Public Property (Penal Code 602) (Riverside County Ordinance 328)
 - a) *Noticing efforts prior to clean up should be documented in writing and with photographs and affidavits. Photos of notices should be saved electronically.*
 - b) *During clean-up, photographs should be taken of encampment before unattended personal property is removed. Photos and/or video should be part of the case file.*

- c) *Detailed inventory of unattended personal property should be kept. (See Attachment A: Personal Property Inventory Sheet)*
 - d) *Personal property should be securely stored for 90 days so that individuals can retrieve their personal property.*
- 2. Encampment on Private Property
 - a) *Make efforts to secure a trespass order from the private property owner. If trespass order is obtained, follow same noticing and documentation efforts as with a public property clean-up.*
 - b) *If a trespass order cannot be obtained, pursue civil court action for abatement.*
- C. When are legal authorities required?
 - 1. Emergency (unexpected) response versus routine enforcement
 - a) *Generally, emergency response does not require prior notice of 72 hours.*
 - b) *Routine enforcement generally requires prior notice (see Section 8.)*
 - 2. Who issues the opinion/recommendation?
 - a) *The entity legally responsible for the property where the encampment is located will determine the need for its removal. In cases where a private owner does not act to remove an encampment, or has a no trespass order, an authorized enforcement agency (Code Enforcement and Sheriff) may initiate the order to leave.*
 - b) *For situations that are a public health concern, the County Health Officer will issue the order to clear a site.*

VI. RIVERSIDE COUNTY ENCAMPMENT POLICIES

- A. Standard Notifications: no imminent risk to health or safety of encampment residents.
 - 1. Notice prior to Enforcement Action
 - a) *For any Riverside County department response to a homeless encampment, policy is to provide people living in the encampment at least 72 hours prior notice of impending encampment clearance.*
 - b) *If the encampment response is led by a city or private property partner, the terms of County participation include requiring at least 72 hours prior notice.*
 - c) *The 72-hour requirement will not be in force when there is imminent risk to health or safety, as determined by the County Health Officer, County Flood Control District, Emergency Management Department, or Riverside County Sheriff*
 - d) *72-hour notification to leave an encampment will be accompanied at a minimum by an offer of temporary housing and services, as they are available.*
 - 2. Documentation of Effort
 - a) *Encampment on Public Property – Unincorporated Areas*
 - (1) *Prior noticing efforts and offers of temporary housing and services should be documented in writing and with photographs and affidavits.*
 - (2) *During clean-up, photographs should be taken of encampment before unattended personal property is removed.*

- (3) Disposition of property should be noted (what is disposed of, and where stored items will be held).
- b) *Encampment on Private Property – Unincorporated Areas*
 - (1) Make efforts to secure a trespass order from the private property owner. If trespass order is obtained, follow same noticing and documentation efforts as with a public property clean-up.
 - (2) If a trespass order cannot be obtained, pursue civil court action for abatement.
- c) *Personal Property*
 - (1) Any unattended personal property retained during an encampment clean up should be inventoried noting the name of the item, date collected and owner information, or location where it was gathered (**see attachment A**). Items that are contaminated, hazardous or combustible, and weapons will be turned over to local authorities such as law enforcement and environmental control. Other items that are soiled, perishables, paper, and open household products will be trashed.
 - (2) Retained unattended personal property should be securely stored for at least 90 days.
 - (3) Owners of the retained personal property should be given information on the location of their collected items and when they can access it.
- 3. Confidentiality
 - a) *Notwithstanding the public nature of homeless encampments, County personnel, to the greatest extent possible should respect the privacy of the people being asked to move. Photography to be used in media releases should have a signed or recorded consent from the people included in images or video.*
 - b) *Protected personal information should be recorded using designated applications, such as the Homeless Management Information System.*

VII. RIVERSIDE COUNTY ENCAMPMENT PROCEDURES

VIII. Participating Agencies – See Appendix A

IX. Staffing and Oversight

- A. **Staffing and Roles** (see Organizational chart with Encampment Response Team Roles on page 9)

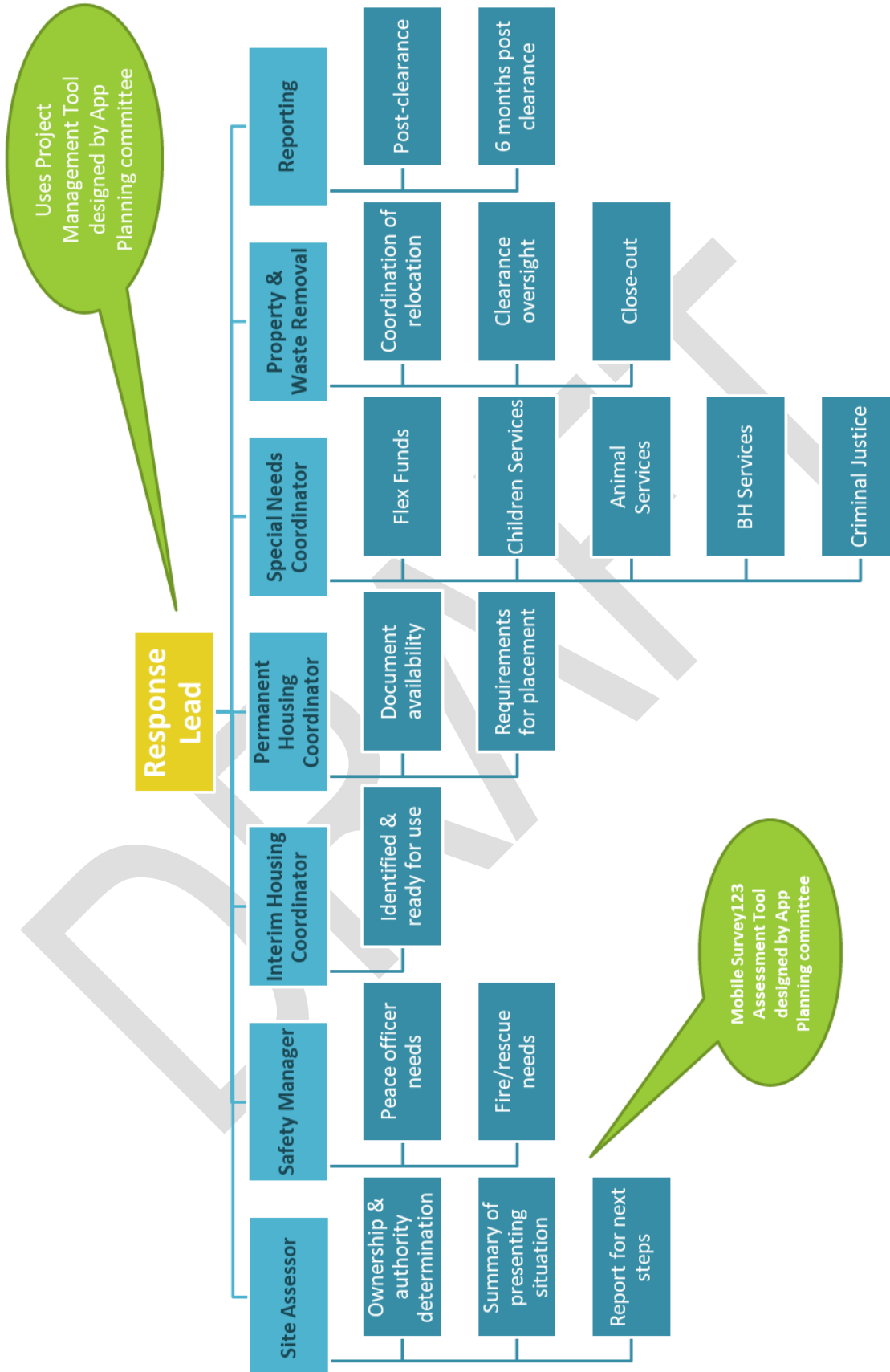
Following the Emergency Management Department Incident Command Model, the Encampment Response Protocols refer to roles that need to be filled during a response. In this section, we list the roles first, in bold, and indicate likely staff positions to fill the roles.

1. **Encampment Response Team:** Refers to the people convened by the Encampment Response Coordinator for a specific encampment response. Denoted by the response name. For example, “Hole Lake 2019 Encampment Response Team”.
2. **Encampment Response Coordinator:** This position receives countywide incoming calls for service, assigns responses, leads activation debriefs and prepares reports.
3. **Response Lead:** Regional position that coordinates the response for a specific event. In the near term, this may be filled by the Encampment Response Coordinator. As we become more practiced and there are simultaneous deployments in different parts of the county, additional staff will need to be designated at Response Leads. For example, if a response is on lands managed by Parks, the Response Lead could be a ranger within the Riverside County Regional Parks & Open Space District. Confirms property ownership and whether public or privately held. Ensures all required tasks are completed, troubleshoots issues, communicates progress and issues with Encampment Response Coordinator.
4. **Site Assessor:** Conducts initial site observation; recommends further action. Potentially done by staff from Code Enforcement, Sheriff, Flood Control, Parks District, Behavioral Health or partner outreach teams.
5. **Safety Manager:** Ensures presence of public safety officers as indicated by the assessment. While the safety manager need not be a public safety officer, staff asked to secure a location would likely come from Sheriff, or Rangers from Parks District.
6. **Interim Housing Coordinator:** Secures shelter or other short-term housing options. Behavioral Health, Housing Authority, nonprofit or city partners. This will vary by region.
7. **Special Needs Coordinator:** With encampment residents, develops and implements short- and long-term plans for services and housing. Filled by any dedicated social work or case management position from Behavioral Health, DPSS, Housing Authority, Probation, or

nonprofit partner. Engages additional support as needed from the following departments and agencies:

- a) *Department of Animal Services*
 - b) *DPSS Adult Services Division, Adult Protective Services*
 - c) *DPSS - Children's Services Division*
 - d) *DPSS - Self-Sufficiency Division*
 - e) *Law Offices of the Public Defender*
 - f) *Office on Aging*
 - g) *Probation Department*
 - h) *Relevant City and nonprofit partners including storage (for sites in unincorporated areas, or terms established in City MOU)*
 - i) *RUHS - Behavioral Health (mental health, addiction recovery)*
 - j) *RUHS - Public Health*
 - k) *Veterans' Services*
8. **Long Term Housing Coordinator:** Secures permanent housing options; works with Special Needs Coordinator to determine appropriate fit.
9. **Technology support:** Addresses any problems with information technology/applications, Riverside County Information Technology (RCIT)

ENCAMPMENT RESPONSE TEAM ROLES



- B. **Quality Improvement:** An Encampment Advisory Committee, as well as ad hoc committees comprised of diverse county departments provide feedback and guidance to the Encampment Coordinator.
- C. **Reporting:** It is important to report out to partners and to the county encampment response efforts. A proposed reporting schedule could look like the following:
1. Quarterly public reports summarizing operations and outcomes.
 2. Monthly district-specific reports regarding operations and plans.
 3. Annual Reports for year-end June 30th, by September 1st, starting September 1, 2022.

Table 1 Triggers for Encampment Response

	Type of Trigger	Location	By Whom	Potential Responding County Department	Other Possible Responders
Standard	Observation	Public or Private	Resident Complaint	Code Enforcement; Behavioral Health; RSO HOT	Jurisdiction's outreach or enforcement
	Property Maintenance	Private	Code Enforcement	Code Enforcement; Behavioral Health; RSO HOT; Waste Resources	CAL FIRE
	Property Maintenance	Public	Flood Control; Parks District	<--same + Behavioral Health	CalTrans, USFS
Crisis	Imminent Risk	Public or Private	Flood Control, Fire, EMD, Parks District	Code Enforcement; Behavioral Health; RSO HOT	State or Federal enforcement agencies, BNSF, Union Pacific
Urgent	Public Health	Public or Private	County Public Health Officer	Public Health, Behavioral Health, RSO HOT	
	Public Safety	Public or Private	RSO/Law enforcement	RSO HOT; Behavioral Health; Probation	City law enforcement

X. Prioritizing Encampment Response

The Encampment Response Coordinator prioritizes County-led responses following the trigger priorities/threat level standards. County responses may be deferred to support a City that has a more urgent situation, providing the City has an executed MOU with the County.

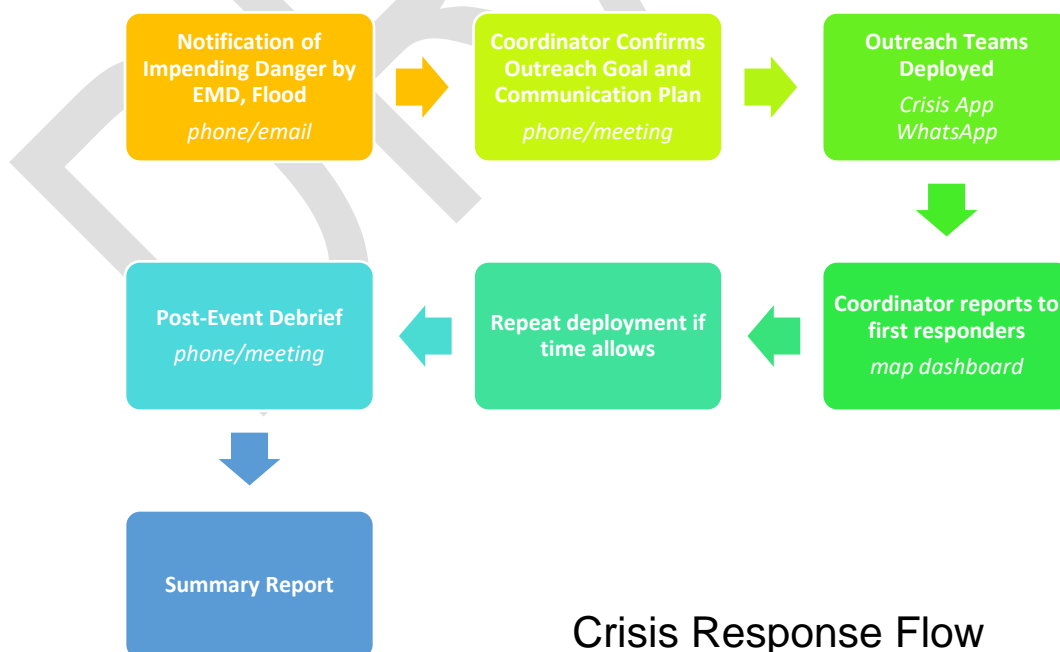
○ Authorities: Who Triggers the Response?

- Authority for triggering an encampment response depends on who has legal title to the property where the encampment is located, or who is empowered by local, state, or federal law to respond. Each of the responses below indicates potential sources of legal authority to act:
 - *County land use ordinances and California Penal Code: Code Enforcement*
 - *California Penal Code and County Ordinances: Sheriff Department, Parks District Rangers*
 - *California Health and Safety Code: County Health Officer*
 - *See **Appendix B** for table of legal authorities.*
 - Crisis/Emergency/Disaster Response for Imminent Risk
- Definition: Imminent risk refers to near-term risk of death. These are situations that emerge quickly, or may develop over a period of days, but typically in less than 72 hours. Examples include:
 - *Wildfire*
 - *Weather forecast predicting large volume of rain, dangerous winds, or extreme heat or cold.*
 - *Proximity to trains or traffic*
 - Public Health Response
- Definition: Public Health threats are those related to the spread of contagion, communicable diseases. Examples:
 - *Hepatitis A*
 - *Tuberculosis*
 - *Typhus*
 - Responding to Public Safety and Community Impact concerns
- Definition: Public safety and community impact concerns are situations that, while requiring a response, would fall behind imminent danger and public health threat responses. Examples:
 - *Encampment on private or public property adjacent to residential areas or businesses leading to complaints of theft and vandalism, or repeated calls to law enforcement.*
- Trigger & Authority
 - *Community complaint to Board of Supervisors: Board staff notifies Encampment Response Coordinator who will ascertain authority to respond.*
 - *Authority will depend on whether the encampment is on public or private property.*
- Response Goal
 - *Long-term strategy for housing placement and necessary services for encampment residents and clearance of the site.*
 - *Note: Nuisance abatement (administrative or civil enforcement against property owner). May result in appointment of receiver, length of process is dictated by court dates and timeframes.*

b) Process Overview

o CRISIS RESPONSE – IMMINENT DANGER

- Response Goal: Move people out of danger
- Trigger & Authority
 - *Trespass order (602 letter): initiated by private property owner (railroads).*
 - *City request: initiated by city, government by Encampment Response Memorandum of Understanding*
 - *Fire: CAL FIRE or EMD*
 - *Weather-related: Flood Control will use National Weather Service Data*
 - *Trains or traffic: Railway law enforcement, California Highway Patrol, CalTrans*
- Response Goals
 - *At a minimum, relocation to safer area.*
 - *Ideally, notifications to encampment dwellers with as much lead time as possible. Repeat notifications if time allows. Notification should be in writing and if people are present, given verbally.*
 - *Offers of services and transportation to shelter if time and resources allow.*
- Process
 - *Responses are organized via a coordination call with managing authorities (EMD, Railroads)*
 - *Crisis Response App will be used to track notifications and location of people refusing to leave area. Encampment Response Coordinator will communicate information with first responders.*



Crisis Response Flow

- *If part of a broader evacuation plan convened by EMD, Encampment Response Coordinator will provide updates on the homeless encampment response element of the evacuation plan.*

- **PUBLIC HEALTH RESPONSE**

- Response Goal: Address public health concerns in encampments. During a public health crisis such as COVID-19 homeless encampment response activities are led through the Emergency Operations Center. Encampment response is guided by state and local guidance such as for the one for COVID-19:

<https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/unsheltered-homelessness.html>

Additional recommendations during a health crisis such as COVID-19 include:

- c) If individual housing options are not available, allow people who are living unsheltered or in encampments to remain where they are.
 - Clearing encampments can cause people to disperse throughout the community and break connections with service providers. This increases the potential for infectious disease spread.
- d) Encourage those staying in encampments to set up their tents/sleeping quarters with at least 12 feet x 12 feet of space per individual.
 - If an encampment is not able to provide sufficient space for each person, allow people to remain where they are but help decompress the encampment by linking those at [higher risk for severe illness](#) to individual rooms or safe shelter.
- e) Work together with community coalition members to improve sanitation in encampments.
- f) Ensure nearby restroom facilities have functional water taps, are stocked with hand hygiene materials (soap, drying materials) and bath tissue, and remain open to people experiencing homelessness 24 hours per day.
- g) If toilets or handwashing facilities are not available nearby, assist with providing access to portable latrines with handwashing facilities for encampments of more than 10 people. These facilities should be equipped with hand sanitizer (containing at least 60% alcohol).

- Trigger & Authority

- *The Health Officer of the County of Riverside is authorized under state law to make a determination that there is a threat of any contagious, infectious, or communicable disease. Per State law, the Health Officer may request the support of law enforcement to ensure the implementation of prevention measures.*
- *During COVID-19, CDC recommendations for encampment response are used to create local guidance. Per the CDC recommendations individuals in encampments are advised to stay in place to reduce the transmission of COVID-19.*

- Response Goals

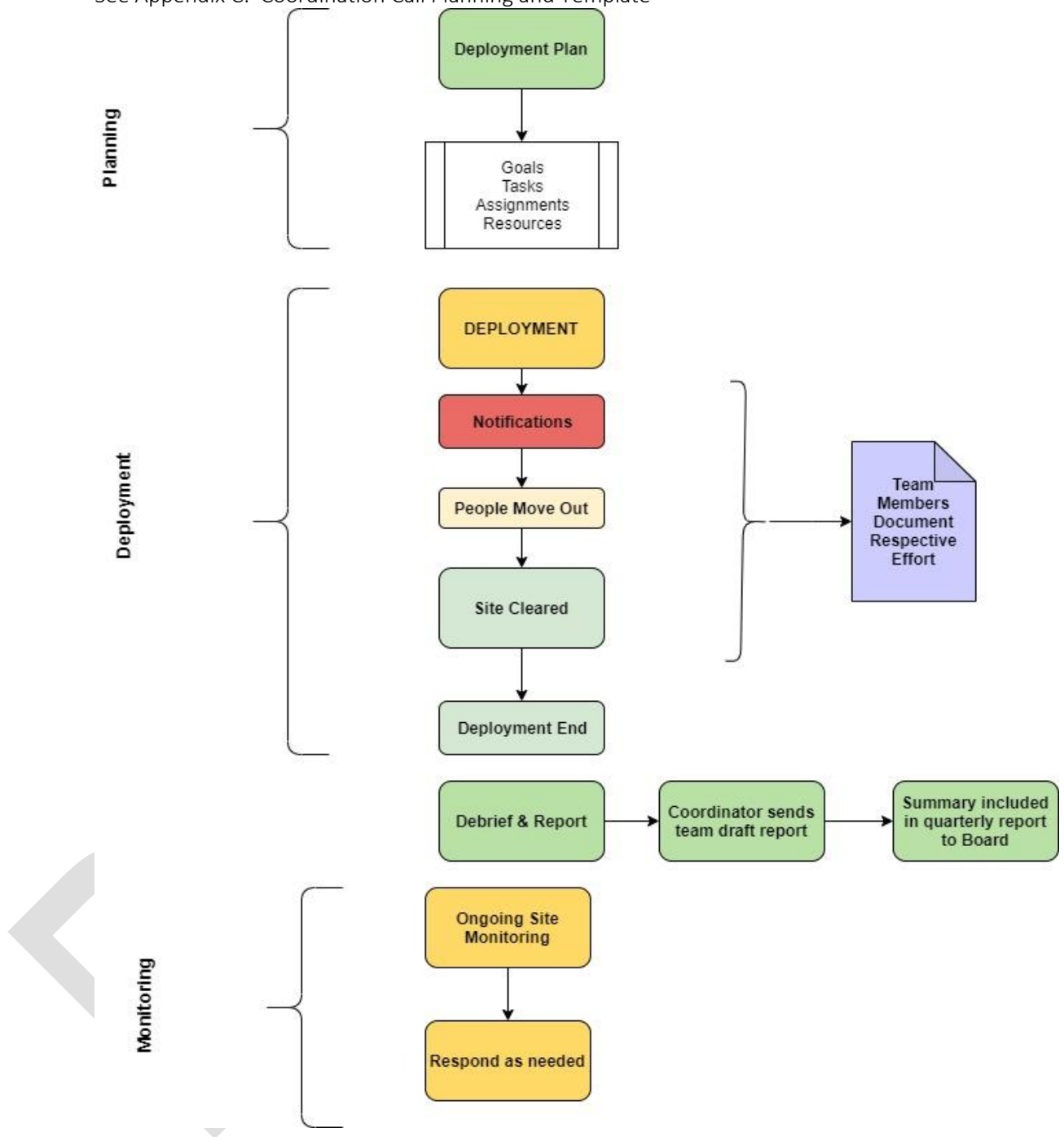
- *Notifications to people living in the encampment*
- *Dissemination of treatment*

- *If resources permit, clear the site and facilitate relocation to services and housing.*
- Process
 - *The Emergency Operations Center Coordinator organizes coordination call with managing authorities (Public Health, Sheriff)*
 - *The Site Assessment and Individual Assessment Apps will be used to track notifications and services provided.*
- Public Health Crisis-Pandemic
 - *The Emergency Operations Center Coordinator organizes coordination call with managing authorities (Public Health, Sheriff)*

○ STANDARD PROCESS OVERVIEW

- Response goal: Move as many people as possible to short- or long-term housing and services before clearing site.
- Either in the course of their work or because a resident notifies them, a county employee will learn of an encampment. The existence of the encampment should then be reported.
 - *Caveat: The employee should enter information in the Encampment Response Database. They should follow up with call or email to confirm it has been received.*
- If the person reporting the encampment does not have access to the Encampment Response Database or request that a member of the Encampment Response team form to address that response to do the assessment.
- Following the site assessment, the ERC and Site Assessor will discuss next steps. This will include:
 - *Confirmation of property ownership (public vs. private, and who)*
 - *Presence of people and animals*
 - *Visible hazards*
 - *Roster of agencies to be invited to kick-off coordination call or meeting*
- Kick-off call or meeting
 - *Attendees/Roll Call*
 - *Situational Awareness presented by Site Assessor*
 - *Additional information from team members*
 - *Draft deployment plan*
 - *Next steps (see Appendix C)*
- Follow up
 - *Additional Coordination Calls as needed*
 - *Debriefing [see template]*
 - *Outcomes report, media release*
 - *Monitoring plan*

- See Appendix C: Coordination Call Planning and Template



○ ASSESSMENT PROCESS & TOOLS

- Assessments are recorded in the following databases
 - *Encampment Response Database*
 - *Individual Assessments- HMIS database (Geolocation feature)*
 - *ArcGIS Field Maps*
- The databases are used and intended to gather just enough information to plan for the deployment of resources. Protected personal information will be entered into HMIS or other HIPAA compliant databases as needs dictate.
- Database use and oversight is informed by HWS staff member.

h) Resources

- Disaster resources [mass shelter, transportation]
- Health: Public health, behavioral health, substance abuse treatment, dental care
- Human services: Veterans, youth-specific, legal assistance, probation,
- Other services: Animal services, waste management
- Housing
- Code Enforcement
- Law Enforcement
- For any long-term response to work, the deployment plan must provide for the availability of, or connection to:
 - *Short-term housing (crisis shelter, bridge housing, motel vouchers)*
 - *Permanent housing (affordable to referred people; permanent supportive housing for high-need persons with disabilities)*
 - Diversion: transportation to home community, vehicle repairs, bicycle repairs, furniture, appliances, moving expenses, etc.
 - Storage
- Until further notice, the Encampment Coordinator will be responsible for ensuring each deployment has a personal property plan that, at a minimum, communicates to the person whose items have been collected how, where the property will be held, how long the property will be held, and the process for retrieving the property (hours, any needed identification).
- *The Encampment Response Coordinator will report on the use of storage in unincorporated areas and when possible, make a recommendation for standardized procedures.*

i) Stakeholder Responsibilities

- Notwithstanding the defined roles for encampment response, participating county agencies will have the following scope of engagement, dictated by the presenting conditions of each encampment:

- Animal Services
 - *Accompany outreach teams to offer veterinary services and assist with transporting people with animals during an encampment response. If part of a larger evacuation effort, inform animal owners in threatened areas about resources and having a plan for themselves and their animals, what to expect if they or their animals are evacuated, locations where services will be offered, and transportation resources available, etc.*
 - *Activate response plans to accept large and small animals at identified sites during evacuations*
 - *Coordinate public messaging with appropriate stakeholders*
- Riverside County Flood Control & Water Conservation District (RCFC&WCD)
 - *Identify, assess, and prepare, to the fullest extent practical, all District channels, storm drains, debris basins and other tributary facilities prior to weather events*
 - *Perform site visits to District flood channels, culverts, etc. During visits, if they encounter homeless population, they should be prepared to provide connection options to known available resources and notify the Encampment Coordinator.*
 - *Collaborate with National Weather Service (NWS) and EMD to regularly monitor weather patterns*
 - *Liaison to water quality and other environmental agencies and nonprofit stakeholders*
 - *Notify appropriate Encampment Coordinator when negative imminent weather may impact known encampment locations such as river bottoms and/or low-lying areas*
 - *Notify Encampment Coordinator of impending maintenance impeded by the presence of homeless encampments.*
- CAL FIRE/Riverside County Fire Department
 - *Perform life safety and incident command operations in the field*
 - *Provide public education to residents, e.g. TURN AROUND DON'T DROWN*
 - *Coordinate with appropriate stakeholder agencies on public information messaging*
 - *Prevention of unwanted fires*
 - *Suppression or extinguishment of dangerous or hazardous fires*
 - *Maintenance of fire protection and elimination of fire hazards on land*
 - *Investigates the origin, cause, and circumstances of fire*
 - *Enforce State and local statutes, California Fire Code codes, and other public offenses*
- Emergency Management Department (EMD)
 - *Serve as primary coordination point at Emergency Operations Center (EOC)*
 - *Manage and deploy volunteer resources when unmet needs are identified during an emergency event;*

- *Notify appropriate Encampment Coordinator when negative imminent weather may impact known encampment locations such as river bottoms and/or low-lying areas*
- *As appropriate, facilitate the acquisition of resources to support emergency response*
- Environmental Health
 - *Coordinate with Encampment Response efforts when/if issues related to environmental safety or contamination are identified*
- Department of Public Social Services (DPSS)
 - *Administers public benefits and safety net programs targeting low-income children, youth, families, individuals, and seniors, including CalWorks, Calfresh, and temporary shelter*
- RUHS – Behavioral Health
 - *Coordinate street outreach efforts to people with mental illness, including those involved with the criminal justice system*
 - *Administers the Coordinated Entry System*
 - *Participates in workflow analysis*
- Sheriff's Department
 - *Homeless Outreach Team (HOT) operations to identify and respond to homeless encampments*
 - *Participates in workflow analysis*
 - *Identify and respond to issues related to arrest, detention and release from County jails*
- County Counsel
 - *Provide legal guidance for encampment response efforts*
- District Attorney
 - *Identify and respond to issues related to arrest, detention and release from County jails*
- Parks and Open Space
 - *Patrols County parks and open spaces*
 - *Issues notices to move*
 - *Liaison to environmental partners*
 - *Participate in workflow analysis*
- HWS/Housing Authority
 - *Operates outreach teams for housing authority residents, but that can respond to deployments in limited circumstances*
 - *Administers housing subsidy programs*
- Veterans Services
 - *Connects veterans to state and federal benefits and resources*
- Transportation & Land Management Agency

- *Code Enforcement department responds to land use violations and resident complaints. Code can confirm whether 602 (trespass order) letter is on file. Code enforcement officers' role is to ensure property compliance; they are not peace officers*
- *Under certain circumstances, code enforcement personnel conduct property cleanup, but only after people inhabiting an area have left.*
- RUHS - Public Health
 - *Under certain conditions such as communicable disease or environmental contamination, the Public Health Officer can declare a health emergency that will set in motion an encampment response (Health and Safety Code §101040, §101080), subject to ratification by the Board of Supervisors.*
 - *Sends nurses to evaluate and provide linkages to care.*
 - *Sends Communicable Disease Specialists for HIV screening/testing and linkage to care*
- Probation
 - *Supports ex-offenders, including those who are homeless, with services to prevent recidivism*
 - *Operates street outreach team to offer services to homeless probationers.*
- Law Offices of the Public Defender
 - *Legal representation for indigent defendants.*

j) Communications

- Internal messaging for response coordination and management
- Tools: The team will use Coordination Calls (phone, email, and video if available), for text messaging; site assessment tools will be used to communicate information collected during site assessments; dashboards on browser-based application to view mapped data
- Audience: Identified response team members, with copies to supervisors as requested
- Content: Situational analysis, identification of needed resources or additional people to add to the team, plans for next steps. The Coordinator will work with the team to get agreement

on external messaging to people outside the team. This could include Board offices, parties initiating the original request to respond, and/or media

- Summaries to elected officials: Email or phone call
- Messaging for partners (non-County entities that are part of a response team, not part of the response team, but affected by the work)
 - Tools: email, conference calls
 - Messaging for homeless people will be part of the deployment plan
 - Tools: Face to face; business cards (No flyers; info must be on cardstock, water-resistant ink; small enough to fit in a pocket; fonts large enough to read)
 - Audience: may need and not have prescription glasses to read, may have cognitive issues making it difficult to remember, may be distrustful
 - Content: Specific information with dates, times, consequences; where to obtain further information or retrieve stored personal belongings.
 - Messaging for the public:
 - Tools: Social media, print and electronic media
 - Audience: Concerned neighbors, general public
 - Content: The report for each action will include a summary to be used in press releases. Photos of people served only with their consent.

k) Data and Technology Needs

- Data and technology needs are assessed and addressed on an ongoing basis.
- Data collection tools
- The data collection tool will be the utilization of HMIS. They are intended for only County departments and encampment response stakeholders. They are not intended for general public use at this time.
- The tool include a crisis assessment for evacuations, site assessment, and a detailed assessment of people at site.
- HMIS for people accepting services
 - Project management
- Encampment Response Database to track assignments
- SharePoint/Google Docs to store and share plans, track progress, and reports
 - Reporting standards
- For each deployment:
 - *Number of people identified at site*
 - *Number of people offered assistance; number accepting assistance; outcomes*

- *Agencies serving on Encampment Response Team, number of personnel supporting response*
- *Duration of response*
- *Issues encountered, resolved, and continuing*
- *Reflection on what worked and what needs improvement*
- Summary report:
 - *Number of deployments*
 - *Total number of people assisted*
 - *Total number of people declining services*
 - *Total number of agencies and personnel participating*
 - *Names of participating agencies*
 - *Map of assessed sites and responses*
 - *Recommendations*
 - *Data retention policy to be developed*
 - *Users*
- User group will be convened by the Encampment Coordinator in collaboration with HMIS staff.
- HMIS will manage permissions, in accordance with set policy.

I) Managing Site Assessments and Creating the Plan

- The Coordinator serves as the single point of contact for the response. This section will refer to the Coordinator's responsibilities, but they may delegate the day-to-day management of the response to a Response Lead. While these procedures indicate a sequential response, the circumstances may require or permit simultaneous work. For example, if property ownership is not immediately clear, someone on the team will need to do further research to confirm ownership. In the time, outreach may be able to go out with a soft notice that enforcement is likely coming.
- In coordinating the Response Plan, the Coordinator must be aware of what, if any, other agencies would have a primary concern for addressing the encampment in the area. For example, Flood Control must follow specific procedures to comply with regulations and to minimize disruption or harm to the natural habitat. If there is a concern about criminal activity at the site, the Sheriff's Department may be the appropriate Response Lead.

- Disaster Prevention Response: used for short term actions such as evacuations, this is intended to clear people from an area with short notice. ARC GIS/ Field Maps is intended to be very quick survey to record the number of people at a site, how many intend to leave and how many intend to stay. Data from the app is used to notify first responders of any potential needs during a disaster event. It does not require collection of names.
 - Site Assessment: short survey to record general information about a site. This includes number of people, presence of children, dogs, safety hazards, and biohazards. The site assessment information will be mapped, giving a record over time of sites visited and assessed. The site assessment has 3 status settings: Observed, Active, and Closed.
- A. Detailed Assessment: Survey of the people at the site. May be used during site assessment visit, or during a follow-up visit. These records are tied to each person at the site, and their movement can be tracked over time. This assessment does not collect personally identifiable information. Should the person accept services, additional protected information will be collected in HMIS. This does not preclude other departments (such as Probation) from also recording information in their own database.
- B. Coordination calls:
1. After debriefing the site inspector, the lead and inspector will identify team members. The lead will organize coordination calls with selected team members. Based on the EMD model, the calls will follow this format:
 - a) *Roll Call*
 - b) *Legal status of property: ownership, issues related to owners (602 order on file, permits from collaborating jurisdiction, etc.)*
 - c) *Situational awareness: report from site inspector*
 - d) *Recommendations from Site Inspector and lead*
 - e) *Questions from team members*
 - f) *Plan for next site visit: who will go, when, what the objective will be*
 - g) *List of additional information that is needed, assignment of person(s) to conduct that research or obtain resources*
 - h) *Schedule for next call*
- C. Documentation
1. The Lead will document the planning process. Tools to support documentation include:
 - a) *Surveys collected via assessment apps*
 - b) *Coordination call meeting notes*
 - c) *Timelines created using project management tools*

- d) *A SharePoint site for encampment response has been set up at this time. Responses using non-County personnel may be set up in Asana or another web-based project management platform. If the sites are not HIPAA compliant, staff should ensure that no protected content is posted to the site.*
- e) *Regardless of the type of application used, the Encampment Coordinator will ensure that all parties to the plan will be provided a copy of it, indicating tasks, responsible parties, and time frame for completing the task.*

XI. At the Site

A. Personnel

1. Designated Lead: this is the go-to person at the site. If not fulfilled by the Encampment Coordinator for County-led responses, he will name a lead. This person responds to questions about the enforcement and outreach effort. For responses led by other entities, Encampment Coordinator will obtain the contact information for the designated lead.
2. Outreach & Assessment: people in this capacity will interview people that are there and complete the Detailed Assessment in HMIS. They will provide information about available services. If planned for, they may provide transport to service.
3. Enforcement/Safety: Depending on size and prior assessment of the site, public safety officers may be on site to provide back-up security. However, as with the HOT deputies, they would also be available to conduct assessments and encourage the encampment dwellers to accept services.

B. Personal Protective Equipment and Preparation

1. Visitors to the site must wear protective footwear (ideally boots) with thick rubber soles, and should wear long pants
2. Additional items if engaging in clean-up work: leather work gloves; eye protection, needle disposal container, and orange work shirts if heavy equipment will be used in the area.
3. Fully charged phone or mobile device
4. Sufficient water

C. Hazards

1. Staff should guard against putting themselves in danger or exposing themselves to biological threats. Forms of danger include hostile, erratic, or threatening behavior by people in the area, biohazards from needles, untreated human waste, sharp objects among the debris, and uncontrolled animals. At any time, a team member believes there is too much risk to proceed, they should retreat, and report back to the Lead.
2. Encampment responders also need to take note of potential environmental damage. If the team does not include representatives with that expertise, immediately notify the coordinator so that the connection can be made. Note that if the encampment is in the Flood Control District, or a protected habitat, there are regulations that govern how trash and hazards are to be removed.

D. Removal of Property

1. The team should ensure that identified personal property (see definitions) will be secured before site clearance.
2. Agencies charged with site clearance will comply with applicable regulations.
3. Any unattended personal property retained during an encampment clean up should be inventoried noting the name of the item, date collected and owner information, or location where it was gathered. Agencies should securely store any unattended or consumer's personal property for at least 90 days.

E. Notifications to Neighbors

1. Neighbors should be notified of an impending deployment if:
 - a) *Equipment or activity may affect ingress or egress to their property*
 - b) *There are safety concerns*
2. If not given prior notice, a person should be designated to respond to questions from neighbors
3. Neighbors should also be given the Coordinator's contact information if they have questions or concerns about the deployment.

XII. Appendix A Participating Agencies

A. Riverside County

- | | |
|--|---|
| 1. Board of Supervisors | 15. Riverside County Regional Parks & Open Space District |
| 2. Code Enforcement Department | |
| 3. Department of Animal Services | 16. Riverside University Health System (RUHS) |
| 4. Department of Housing and Workforce Solutions (HWS) | a) <i>Public Health</i> |
| 5. Department of Public Social Services (DPSS) | b) <i>Behavioral Health</i> |
| 6. Emergency Management Department (EMD) | c) <i>Population Health</i> |
| 7. Fire Department | 17. Sheriff's Department |
| 8. Flood Control & Water Conservation District | 18. Veteran's Services |
| 9. Housing Authority of the County of Riverside (HACR) | |
| 10. Law Offices of the Public Defender | |
| 11. Office of County Counsel | |
| 12. Office of the District Attorney | |
| 13. Office on Aging | |
| 14. Probation Department | |

B. Potential participating entities

1. All City Governments in the County of Riverside
2. State and Federal Agencies
 - a) *CalTrans*
 - b) *California Fish & Wildlife*
3. Native American Tribal Representatives
4. Nonprofit Agencies
5. Other entities
 - a) *Burlington Northern and Santa Fe Railway (BNSF)*
 - b) *Union Pacific*
 - c) *Other private property owners*

XIII. Appendix B Legal Authorities

WHO	Legal Authority	Under What Conditions	Where	Goals/Notes
COUNTY				
Board of Supervisors	None			
CEO/Executive Office	None			
Deputy CEO Homelessness Solutions	None			
CAL FIRE/Riverside County Fire Department	County Ordinance 695.4 and 772; 787.8 (adopting California Fire Code)	Fire prevention; Investigations and enforcement (peace officers)	Unimproved parcels with fire hazard or flammable vegetation	Abatement occurs <i>after</i> encampment is removed and only if flammable vegetation exists. Can also do 602 enforcement.
RivCo Code Enforcement	State: California Government Code Title 3 [23000-32005]; CA Penal Code - Section 829.5 Chapter 4.2. – role of Code Enforcement Officers 602 – No trespass	Code Enforcement Officers can assist with obtaining and verifying 602 No trespass orders for privately-owned property.	Countywide	Enhance public safety and quality of life for all parties involved, balancing the needs of communities with those of homeless people. This typically means abating the violations after the encampment has been dispersed.
	County:			
	Ord. 348 - Land Use	Excessive outside storage, occupied recreational vehicles, zoning and/or public nuisance	Private Property	Enhance public safety and the quality of life in partnership with communities through fair enforcement of the law and codes
	Ord. 520 - Vehicle Abatement			
	Ord. 541 - Accumulated Rubbish		Private Property	
	Ord. 754 NPDES	Pollution, illicit connection / discharge or non-storm water discharge.	Private Property	
	Ord. 413 - Parking	72 hour and RV Parking on County-maintained roads	Right of way/public road	

WHO	Legal Authority	Under What Conditions	Where	Goals/Notes
RivCo Flood Control	Title 40 CFR, Subpart D, Parts 112 & 122 Federal Clean Water Act, Sec. 402 CA Water Code (CWC), Chapt. 5.5, Div 7, starting at Sec. 13370 CA Health & Safety Code, Sec. 25250.12 CA Public Resources Code, Sec. 42954	Field reconnaissance, citizen complaint, outside agency notification	Flood control facilities w/in county Unincorp & several city boundaries	Homeless encampments should be removed promptly to avoid any water quality impacts to downstream property owners
Housing Authority of County of Riverside	None	Outreach teams may be engaged to support an encampment response.	Countywide	Engage for services; Linkage to emergency housing and permanent housing.
RivCo Parks & Open Space	Park Rangers are peace officers (CA Penal code 830.31b). Authority exist on County Park owned and managed lands. Enforcement of county Park ord. 328.1.	Rangers are first responders on Park properties. Typically respond to public complaints or executive office. Most encampments are addressed during routine patrols.	District properties countywide: regional parks, wildlife areas, RCA-owned properties & Santa Ana River.	Preserve lands and increase habitat. Staff are expected to evict homeless individuals, clear all debris, and restore the area to its native state. Routine patrols are required in order to prevent encampments from being established.
RUHS – Behavioral Health		General outreach per contract; emergency response as needed	Countywide	Engage for services; Move to permanent housing
RivCo Animal Services	Animal Service Officers	Officers can seize any animals deemed to be public safety concern.	Countywide	Seize any animals deemed to be public safety concern.

Attachment A

PERSONAL PROPERTY INVENTORY LIST

Any unattended personal property retained during an encampment clean up should be inventoried noting the name of the item, date collected and owner information, or location where it was gathered. Agencies should securely store any unattended or consumer's personal property for at least 90 days. If possible, provide a copy to the consumer and maintain a copy in agency's records. Ensure form is signed by Agency Staff and, if possible, consumer. If consumer is unavailable to sign, explain why.

Name of Consumer/Location of Encampment Site			HMIS or Case #	
UNATTENDED PERSONAL PROPERTY Y <input type="checkbox"/> N <input type="checkbox"/>				
Quantity	Name/Description of item	Date Removed	Location where items will be stored (Item Record # at storage if any)	Planned Discard Date
AGENCY STAFF SIGNATURE		TITLE		DATE
CONSUMER SIGNATURE (if available)			DATE	
WITNESS		TITLE		DATE

Contacts

Riverside County Housing and Workforce Solutions

Tanya Torno, Deputy Director- (951) 955-7728

Emma Singh-Perez, Administrative Services Manager- (951) 907-1646

Raushanah Walker, Supervising Development Specialist- (951) 203-4035

Riverside County Parks and Open Space

Oscar Serrato, Natural Resources Manager- (951) 955-4558

Riverside County Code Enforcement Supervisors

District 1/2 (West County)

Supervisor Jamison Cole 951 210 1445 (desk)

District 5 (East County)

Supervisor Frank Mendez 760 393 3371 (desk)

District 4 (mid County)

Supervisor Jose Cruz 951 210 1145 (desk)

District 3 (South County)

Senior CEO Sara Rhoads 951 955 3497 (desk)

Cannabis Team (Admin)

Supervisor Jennifer Morris 951 210 1455

Special Enforcement Team (Vending, short term rental etc.)

Supervisor Ron Welch 951 600 6262 (desk)

Administrative Office: 951 955 2004

ITEM 9j

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Data trends on housing placements for homeless clients

Contact: Erica Felci, Deputy Executive Director (efelci@cvaq.org)

Recommendation: Information

Background: Agencies that provide homelessness services in Riverside County feed their information to the County's Homeless Management Information System (HMIS). This is a program used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care (CoC) funded through the U.S. Department of Housing and Urban Development (HUD) is responsible for selecting an HMIS software solution that complies with the federal requirements. In Riverside County, the Housing & Workforce Solutions (HWS) Department serves as the HUD Collaborative Applicant and is responsible for administering HMIS for the County of Riverside Continuum of Care and serving as the HMIS Lead Organization.

The HMIS data is also compiled in order to create an annual HUD performance report. This report measures success on a number of levels, including the types of temporary exits (such as transitional housing or short-term hotel vouchers) and permanent exits (such as housing solutions, with or without a voucher).

Greg Rodriguez, the Deputy Director for Government Affairs and Community Engagement at Riverside County Housing and Workforce Solutions, attended the September meeting of the Homelessness Committee in order to discuss the trends in the data. Mr. Rodriguez also addressed how the County efforts fit into a changing philosophy by the new administration, specifically President Trump's Executive Order in July that shift the federal focus away from "housing first."

Fiscal Analysis: There is no cost to CVAG for this update.

ITEM 9k

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Efforts to Address Reoccurring 911 Outages in the Coachella Valley

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

Recommendation: Information

Background: In February 2025, at the recommendation of the Public Safety Committee, the CVAG Executive Committee authorized the Chair and/or Executive Director to advocate for legislative fixes and policy changes that improve the stability of the 911 system in the Coachella Valley. In May 2025, the Public Safety Committee had presentations from Riverside County Sheriff and Fire Departments as well as California Office of Emergency Services' (Cal OES), which led to a robust discussion about the issues causing the 911 system outages.

The stability of 911 infrastructure for the region has been a concern since Tropical Storm Hilary hit in 2023. These widespread outages, which have occurred as recently as last month, make it impossible to call the emergency hotline and, on occasion, limit the ability of the public to call local police departments through the non-emergency lines.

At the request of Public Safety Committee Chair Raymond Gregory, staff is providing this report to update the Committee members of some movement at the State level that could ultimately, but not immediately, help address the outages.

Assembly Bill 470, authored by Assembly Member Tina McKinnor, was making its way through the Legislature this year. If approved, it would establish a process that requires the California Public Utilities Commission (CPUC) to allow a telephone corporation to relinquish its status as a "carrier of last resort" (COLR). As noted in previous staff reports, telephone providers still deliver services using copper networks in many areas, and these copper lines are prone to theft and weather damage. If phone companies are relieved of the COLR obligations, they may be more inclined to update to fiber networks or other modern technologies. As of this report, AB 470 was on the Senate Appropriations Committee's suspense file.

In addition to the legislative approach, there also are efforts underway by the CPUC to update the quality standards for telephone service, currently General Order 133-D. The CPUC is poised to issue updated rules that include some stronger enforcement tools, such as fines, related to outages. It is likely these will apply to landline and Voice Over IP services first, with the CPUC addressing broadband and wireless services later.

CVAG staff will continue to update the Public Safety Committee on this topic.

Fiscal Analysis: There is no cost to CVAG for this informational update.

ITEM 9I

Coachella Valley Association of Governments
Executive Committee
September 29, 2025

**STAFF REPORT**

Subject: Information on First Public Hydrogen Authority Municipal Hydrogen Utility

Contact: Lisa McNeilly, Director of Energy and Sustainability (lmcneilly@cvag.org)

Recommendation: Information

Background: Members of CVAG's Energy & Sustainability Committee have expressed interest in learning more about the recently established municipal hydrogen utility, First Public Hydrogen Authority (FPH₂). At the Committee's September meeting, FPH₂ Managing Director Alexis Merino provided a high-level overview of FPH₂ and what's on the horizon for the utility.

Launched in late 2024, FPH₂ is a Joint Powers Authority (JPA) between the City of Lancaster, City of Industry (the two founding members), and the City of Fresno. They are the nation's first public hydrogen utility. FPH₂ aims to streamline the process to scale the production of renewable hydrogen and its use by establishing a wholesale, transparent market convener that sellers and buyers alike can trust. The utility operates as a market aggregator to connect hydrogen producers off-takers (such as transit agencies, port terminals, municipalities or data centers). FPH₂ is currently in the process of matchmaking and executing contracts between hydrogen suppliers and off-takers. Membership in FPH₂ is open to public agencies only, with no financial obligation.

Fiscal Analysis: There is no cost to CVAG for this informational report.

ITEM 9m

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

Subject: Coachella Valley Power Agency Update

Contact: Emmanuel Martinez, Assistant Director – Energy & External Affairs
(emartinez@cvag.org)

Recommendation: Information

Background: Addressing electrical service matters and representation concerns is a top priority for the Coachella Valley cities served by the Imperial Irrigation District (IID). In May 2025, the Coachella Valley Power Agency (CVPA) was officially formed to increase local control and coordinated governance over electrical service in the Coachella Valley area served by IID. The founding members of CVPA are the cities of La Quinta and Indio and the County of Riverside.

The CVPA Board had its first meeting on June 12 and acted on several key administrative matters to help begin its operations. At the meeting, the leadership was selected for Fiscal Year 2025-26, with the Board selecting City of Indio Councilmember Waymond Fermon to serve as Chair and City of La Quinta Mayor Linda Evans as Vice Chair. Additionally, the CVPA Board took action to retain Best Best & Krieger to provide legal services and the CVPA's Bylaws were adopted.

To initiate the CVPA's momentum, the CVPA Board also approved the staffing agreement between the CVPA and CVAG. This is the same agreement that CVAG's Executive Committee, at the recommendation of the Energy & Sustainability Committee, had authorized earlier this year. The staffing agreement mirrors the staffing agreements CVAG uses for the Coachella Valley Conservation Commission (CVCC) and Desert Community Energy (DCE), and it allows CVAG to be reimbursed for staff time allocated to CVPA efforts. It also enables the CVPA to operate and benefit from economies of scale related to legal, auditing, and other administrative support that are pooled across the agencies. The agreement is for a period of five years.

The CVPA Board also had a meeting in July. The Board began to address administrative and operational decisions, including approving a start-up, \$500,000 budget for staff time, legal services, and operational expenses. This is to be funded by contributions from the member agencies. Staff has been directed to bring a revised budget back to the Board in September. On August 20, the Indio City Council approved their contribution, and staff is awaiting similar votes by the City of La Quinta and Riverside County.

Coordinating key tasks to advance the CVPA's goals and objectives will require IID's collaboration. To help facilitate this effort, CVPA Board approved a Cooperation Agreement with IID. This agreement establishes a five-year collaboration framework to advance key goals and objectives, allowing CVPA to propose and implement energy projects within IID's distribution

system. The agreement was crafted in close coordination and collaboration with IID staff and is awaiting IID approval.

With the Cooperation Agreement fully executed, the CVPA can submit proposals to the IID for their review and feasibility determination. Prior to the Executive Committee on September 29, the CVPA Board will meet and consider moving forward with a Nexus Study for establishing a developer impact fee (DIF). The DIF, if approved, would help create a certainty for new developers, helping to overcome the complexity of negotiating cost share agreements. CVPA staff has reached out to all the city managers, including non-CVPA members, to assess their interest in being included in the study, including potential sharing in the cost.

In addition to the DIF and nexus study, the next CVPA Board will discuss finalizing the budget, including consideration of a budget resolution, and advocating for a policy by IID that establishes their commitment to contribute 20 percent of its funds towards eligible Coachella Valley energy infrastructure projects, including supporting a retroactive application of such approved policy towards identified projects in the City of Indio via the Indio Electric Financing Authority.

CVAG staff will continue to provide key CVPA updates to the Energy & Sustainability Committee.

Fiscal Analysis: There is no additional cost to CVAG for this informational report. CVAG staff time and expenses related to CVPA are covered under the staffing agreement between CVPA and CVAG.

ITEM 9n

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: **Used Oil Recycling Annual Report**

Contact: Eman Nazir, Management Analyst (enazir@cvag.org)

Recommendation: Information

Background: CVAG, in partnership with its member jurisdictions, has long maintained successful recycling programs for waste tires and for used oil. Funded through the California Department of Resources Recycling and Recovery (CalRecycle), the Used Oil Recycling Program is a state-funded initiative aimed at promoting the proper collection and recycling of used oil. The grant supports event coordination and staff services to host events that reduce environmental contamination from improper disposal and increase public awareness.

Each August, the Annual Report for the Used Oil Recycling Program is due. The Annual Report for 2025 was submitted on August 5, 2025. The report includes detailed accounts of program activities, financial expenditures, and achievements over the past year.

In Fiscal Year 2024-25, CVAG created flyers in English and Spanish to share information on local resources for used oil collection and best management practices. The flyers included a list of Certified Collection Centers (CCCs) as alternatives to the used oil collection events. The flyers were distributed to the participating member cities to increase distribution through cities' social media and news outlets. Additional information on local CCCs was distributed directly to 262 Coachella Valley residents who had signed up for used oil event email notifications.

Used oil filter exchange events hosted by CVAG were paused in Fiscal Year 2024-2025 due to the reduction in funding. Staff anticipates that these events will resume in Fiscal Year 2025-26, with eight used oil filter exchange events being planned for the member cities.

Even with the pause of events, there was an uptick in the total gallons of oil and the number of oil filters collected in Fiscal Year 2024-25 as compared to the previous year. CVAG collected a total of 78,077 gallons and 11,614 filters in 2024-25, which is an increase of 2,455 gallons and 32 additional oil filters over Fiscal Year 2023-24. This increase may be explained by continued education and outreach on available resources as detailed in the flyers and e-blast.

Fiscal Analysis: There is no cost to CVAG for this informational update.

Attachments: Used Oil Recycling Program Annual Report for Fiscal Year 2024-25



Annual Report Summary

Recipient/Jurisdiction: Coachella Valley Association of Governments

Status: Open

Fiscal Year: 2024-25

Program Advisor: Farrall, Annabel

Oil Collection Type	Oil (Gallons)	Oil Filters
Certified Collection Centers	74,715	10,250
PHHW and ABOPS	2,662	1,323
Residential Collection	701	41
Oil Collection Total:	78,078	11,614

Expenditures

PAYMENT NUMBER : OPP14-23-0217

	AVAILABLE BALANCE	925.17
Administration	Personnel	925.17
	REMAINING BALANCE	0.00

PAYMENT NUMBER : OPP15-25-0217

	AVAILABLE BALANCE	53,765.00
Administration	Personnel	11,542.00
	REMAINING BALANCE	42,223.00

Program Highlights

Theme: One of the main activities of the Used Oil Program is to promote/increase used oil filter collection. What activities did you conduct to increase used oil filter collection?

To promote and increase used oil filter collection in FY 2024/2025, the Coachella Valley Association of Governments (CVAG) created an English and Spanish translation web flyer sharing education on local resources for used oil collection and best management practices for used oil collection. The web flyer included a local list of Certified Collection Centers (CCCs) for residents to utilize as an alternative to the used oil collection events. The web flyer was distributed to the nine member cities participating in the Oil Payment Program managed by CVAG for their use and promotion through City news outlets. Information on local CCCs was distributed to approximately 262 Coachella Valley residents that signed up for used oil event email notifications.

In FY 2024/2025 used oil filter exchange events hosted by CVAG were paused due to the reduction in OPP funding. The events will resume in FY 2025/2026 in alignment with the rotating event schedule that was established to manage a decreased OPP budget. CVAG anticipates hosting eight used oil filter exchange events in FY 2025/2026 for the nine member cities participating in the OPP. CVAG also plans to resume the poster drawing contest coordinated with local schools and host advertisements through a broad range of media outlets to encourage diverse attendance at FY 2025/2026 events.

Did you increase or decrease used oil and filter collection compared to last year? How much and why?

In FY 2024/2025 Coachella Valley residents continued to properly recycle their used oil and oil filters through year-round utilization of local collection resources. CVAG OPP member City collection data for FY 2024/2025 displayed a marginal increase in the total gallons of oil and number of oil filters collected, with a total of 78,077 gallons and 11,614 filters collected. The total annual gallons of oil collected increased by 2,455 gallons and 32 additional oil filters compared to total collection data from FY 2023/2024. This increase may be explained by continued education on the used oil recycling program and proper used oil and filter recycling, through resources including the FY 2024/25 web flyer and e-blast. During FY 2024/2025, used oil filter collection events were paused, thus there are no event collection figures to compare to previous years. CVAG plans to host collection events in FY 2025/2026 and compare these figures to FY 2023/2024 event totals when available.

Were there any program changes from this year to last year?

In FY 2024/2025 used oil collection events were paused due to the continued reduction in OPP funds. Before the pandemic, CVAG was able to host approximately 7-9 events each year. Post pandemic, CVAG has established a rotating schedule for the number of events to manage a budget that has decreased by approximately 40%. CVAG anticipates hosting eight events in FY 2025/2026.

If you dropped a program or method, why do you think it didn't work?

To be able to continue to host the events with a reduced budget, CVAG has paused procuring particular giveaway items as part of the oil change kit. Participants have demonstrated interest and use of the funnels, towels, and drainer containers at previous events. If the budget returns to pre-pandemic levels, CVAG will first resume events on an annual schedule, and then return to offering the additional giveaways.

What program or method has worked best for you?

- The development and distribution of a web flyer in FY 2024/2025 proved to be a valuable resource in promoting used oil filter collection during event off years by highlighting local year-round collection resources and used oil collection best practices.
- Used Oil Filter Exchange Events and education and outreach by event personnel to event participants continues to expand education and outreach on the recyclability of oil filters.
- CVAG plans to continue the drawing contest in FY 2025/26. This outreach method has been historically significant to CVAG as it ties in educating Coachella Valley's youth.
- Email is a great way to contact the customers who regularly attend the events. Regular attendees bring in family and friends, expanding outreach through word of mouth. In FY 2024/25 CVAG continued its email outreach to regular event attendees to ensure they have information needed to continue to recycle used oil and oil filters at permanent certified collection facilities.
- Radio advertising has historically been the number one driver for attendance and will be used again in event years.
- Demographic research has allowed CVAG to adapt the outreach efforts to best fit the community.

Did you develop any best practices or techniques to share with other grantees?

During CVAG's CCC site visits, CCCs are made aware of the free signage available on CalRecycle's website. Promoting the use of well-maintained, multilingual signage supports ongoing education efforts at locations where DIY oil changers typically shop.

Used Oil and oil filter collection events in the Coachella Valley have often been attended predominantly by people aged 50 and above. CVAG focuses on four initiatives to engage youth and young adults to increase their understanding of used oil and oil filter recycling. These initiatives will resume in FY 2025/2026 for the promotion of used oil filter collection events.

- Send advertisements to the local community college for distribution.
- Disseminate radio advertisements across a variety of station genres and include both English and Spanish versions.
- Utilize an email list developed from previous years' attendance to notify past attendees of upcoming events. This email list has the ripple effect of creating a portion of new and younger attendees from word of mouth. Observations at previous events noted there was a generational shift between family members attending.
- Data tracking of events year over year identifies how residents hear about the events offered and which methods are the best to update programs for the future.

What can CalRecycle do to help you? Or what would you like to see modified to better assist you?

Nothing at this time. We appreciate that the CalRecycle team overseeing the OPP grant is available to assist CVAG with any used oil program-related questions in a timely manner.

Annual Report Certification

"I certify under penalty of perjury, under the laws of the State of California, that I have read the Oil Payment Program (OPP) Guidelines (Guidelines), that the submitted Annual Report and Expenditure information is correct, and that all funds received under the OPP have been expended in accordance with the Guidelines."

X



8/5/2025

Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation)

Date

Tom Kirk

Print Name

IMPORTANT! Recipient must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Recipient's cycle file.

Used Oil AnnualReport_FY24.25

Final Audit Report

2025-08-05

Created:	2025-08-05
By:	Eman Nazir (enazir@cvag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxVyD3Oh_QG-AWff2rKWgrrF5dG_Aixxs

"Used Oil AnnualReport_FY24.25" History



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ITEM 9o

**Coachella Valley Association of Governments
Executive Committee
September 29, 2025**



STAFF REPORT

Subject: Inland Regional Energy Network's Business Plan and Executive Committee Update

Contact: Jacob Alvarez, Program Manager (jalvarez@cvaq.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), known as Inland Regional Energy Network (I-REN). I-REN is governed by an Executive Committee, with CVAG's votes represented by the CVAG Energy & Sustainability Committee Chair, or Vice Chair as needed.

In April 2025, staff provided the Energy & Sustainability Committee with an update on the 2028 Business Plan, a critical document for guiding future financial investments. The update focused on the Executive Committee's February authorization for staff to advocate for the expansion of the plan to include Residential and Commercial (small and medium) sectors, an area of interest for both CVAG and SBCOG. CVAG staff was authorized to continue developing the plan for the Public, Codes & Standards, and Workforce Education & Training sectors while further analysis was conducted on the potential new additions.

At the May I-REN Executive Meeting, staff presented a comprehensive review of existing statewide and regional ratepayer-funded programs, a direct result of the Energy & Sustainability Committee's advocacy for including Residential and Commercial programs in the Business Plan. While programs already exist in each of the sectors of interest, staff noted a significant gap in their awareness and utilization. Instead of waiting for the next business plan to add new sectors, I-REN staff suggested it would be more effective and cost-efficient to coordinate with other program administrators to integrate and promote existing programs through enhanced outreach and education in the near term. As a result, The I-REN Executive Committee authorized the submission of the 2028-2035 Business Plan for the Public, Workforce Education & Training, and Codes & Standards Sectors. It also directed staff to coordinate with existing Energy Efficiency Programs in the Commercial, Residential, and Industrial Sectors to bring more resources to the Inland Empire.

At the July I-REN Executive Committee meeting, I-REN staff gave a presentation on third-party Commercial and Industrial programs. This highlights the ongoing effort to meet with these program administrators to coordinate and promote their energy and cost-saving programs. A follow-up presentation on third-party Residential programs is anticipated at the next I-REN Executive Committee meeting, which will be held October 21.

CVAG staff anticipates an updated draft of the Business Plan will be provided for the Energy & Sustainability Committee's review prior to the I-REN Executive Committee's consideration of approval. CVAG staff is planning to bring this forward in November meeting, ahead of the final submission deadline of February 13, 2026.

Staff would also note some additional updates from the last meeting of the I-REN Executive Committee, which was July 15. Among the actions approved:

- Selection of Leadership Positions for Fiscal Year 2025/2026: The I-REN Executive Committee chose its officers for Fiscal Year 2025-26. The newly elected Chair is Art Bishop from the Town of Apple Valley (SBCOG member), the Vice-Chair is Chris Barajas from the City of Jurupa Valley (WRCOG member), and the 2nd Vice-Chair CVAG's representative, Indio Councilmember and Energy & Sustainability Committee Chair Oscar Ortiz.
- Approval of an Agreement with the Inland Empire Community Foundation (IECF) to assist I-REN to administer the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) Program: The CEC awarded \$329 million to the Southern California EBD Coalition to launch a Direct Install Program for residential decarbonization. As a partner in the EBD coalition, I-REN is set to receive approximately \$1.35 million to support outreach in Riverside and San Bernardino counties. I-REN staff recommended partnering with the Inland Empire Community Foundation (IECF) to administer this program and distribute up to \$1.14 million to local community-based organizations (up to 10 CBOs at \$95,000 each) for various marketing, education, and outreach activities, including events and direct engagement with the community.

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

ITEM 10B

Coachella Valley Association of Governments Executive Committee September 29, 2025



STAFF REPORT

Subject: Recap of CVAG's Legislative Advocacy Efforts

Contact: Emmanuel Martinez, Assistant Director – Energy & 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 Executive Committee, during the last months of session, the key issues the state legislature was focused on related to redistricting, Cap-and-Trade, now called Cap-and-Invest, and allocation of Proposition 4 Bond Funds.

California lawmakers closed the 2025 legislative session on Saturday, September 13 by passing a last-minute, six-bill energy and climate package that had been negotiated behind closed doors between the Governor and legislative leaders. The deal included an extension of the State's Cap-and-Trade program (renamed "Cap-and-Invest") for another 15 years, from 2030 through 2045. The program, which requires the California Air Resources Board (CARB) to develop a market-based emissions program that requires large emitters to purchase allowances for greenhouse gas (GHG) emissions, has been a cornerstone of California's climate policy since 2013.

The deal, along with related action on the State budget, protects one-time and ongoing funding for High-Speed Rail, transit operations expenses and capital projects, as well as other investments in affordable housing, wildfire prevention and safe drinking water.

Cap-and-Invest was accompanied by four other energy-related bills in the following package:

- AB 1207 (Irwin): Cap-and-Invest extension and program changes
- SB 840 (McGuire and Limon): Cap-and-Invest auction proceeds expenditure plan
- SB 237 (Grayson, et al): Oil spill prevention, gasoline specifications, and environmental streamlining for Kern County oil production through 2035
- SB 254 (Becker, et al): Extends Investor-Owned Utility wildfire mitigation fund, creates public financing for energy transmission infrastructure, and related policy changes
- SB 352 (Reyes): Community air pollution monitoring; and
- AB 825 (Petrie-Norris, et al): Western regional power grid.

AB 1207 extends the Cap-and-Invest program through 2045 and is a cornerstone of California's statutory net-zero emissions goal by that year. Despite earlier proposals, which would have significantly changed the design of the program, the final deal makes smaller tweaks with an eye towards affordability for energy consumers and additional legislative oversight.

Specifically, the final deal increases the amount of funding from auction proceeds that return to consumers via credits on their utility bills, directs CARB to support with free allowances the industrial sectors that are at the greatest risk of leaving California, and requires CARB to prioritize affordability and ensure consumer protections in the design of the Cap-and-Invest program.

The deal also encourages greater accountability to the Legislature by requiring CARB to provide economic analyses of proposed regulatory changes to the program to the Legislature; to appear at oversight hearings; and establish an annual oversight hearing on Greenhouse Gas Reduction Fund (GGRF) spending to ensure that the projects funded through Cap-and-Invest are providing tangible benefit to Californians.

Greenhouse Gas Reduction Fund (GGRF) Expenditure Plan

SB 840 contains the spending plan for how Cap-and-Invest auction revenues will be invested. A separate budget bill, SB 105, allocates one-time funding from the GGRF to honor a deal from earlier in the summer to restore funding for public transit via the Transit and Intercity Rail Capital Program from SB 125 and the Zero Emission Transit Capital Program.

The most significant change is that starting in Fiscal Year 2026-27, High-Speed Rail and other legislative priorities will receive \$1 billion respectively which will come off the top of total auction proceeds. Moreover, rather than a percentage of total auction proceeds, long-standing programs will receive set amounts of funding that are subject to annual reduction based on overall auction performance and availability of funding.

For this current year, Fiscal Year 2025-26, the final Cap-and-Invest and related budget action provides the following comprehensive GGRF appropriations:

- High-Speed Rail – 25%
- Affordable Housing and Sustainable Communities Program – 20%
- Transit and Intercity Rail Capital Program – 10%
- Low Carbon Transit Operations Program – 5%
- Safe and Affordable Drinking Water Fund – 5%
- Healthy forest and fire prevention grant programs; projects and prescribed fire; fuel reduction projects – a \$200 million
- SB 125 (2023) Transit and Intercity Rail Capital Program (formula and competitive grant) – \$368 million
- CalFIRE operational costs – \$500 million
- AB 617 (2017) implementation – \$100 million
- Medium and heavy duty zero-emission vehicle infrastructure – \$40 million
- Livestock methane reduction – \$7 million
- Clean Cars for All Program – \$25 million

Beginning in Fiscal Year 2026-27, the following annual allocations will be made from Cap-and-Invest revenues:

- High-Speed Rail – \$1 billion
- Legislative priorities (to be negotiated during the budget process) – \$1 billion
- Affordable Housing and Sustainable Communities Program – \$800 million
- Transit and Intercity Rail Capital Program – \$400 million
- Community Air Protection Programs – \$250 million
- Low Carbon Transit Operations Program – \$200 million

- Wildfire Prevention and Forest Health – \$200 million
- Safe and Affordable Drinking Water Program – \$130 million
- CalFIRE operations – \$90 million
- Legislative Counsel Climate Bureau – \$3 million

As noted above, the Legislative Priorities will be negotiated during the budget process. For 2026-27, the following items are included under the \$1 billion allocated:

- Transit fare-free and reduced-fee programs – \$125 million
- Climate-focused technological innovation, related research, and the deployment of climate solutions identified in the scoping plan – \$85 million
- University of California Climate Research Center – \$25 million
- Rebuilding Topanga Park – \$15 million

Prop. 4 Climate Bond Appropriations

Voters approved Proposition 4, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act, on the November 2024 ballot. Prop. 4 authorized the State to issue \$10 billion in bonds to fund a variety of climate resilience, environmental protection, and water infrastructure projects. SB 105 included \$3.3 billion in Prop. 4 Climate Bond appropriations for the current fiscal year, with the remaining funding to be appropriated in future years. Specific allocations in Fiscal Year 2025-26 include:

- Safe Drinking Water, Drought, Flood, and Water Resilience – \$1.2 billion
- Wildfire and Forest Resilience – \$416 million
- Park Creation and Outdoor Access – \$466 million
- Biodiversity and Nature-Based Solutions – \$390 million
- Coastal Resilience – \$279 million
- Clean Air and Energy – \$275 million
- Extreme Heat Mitigation – \$110 million
- Climate Smart Agriculture - \$153 million

Out of the Prop 4 allocations noted above, the Coachella Valley Mountains Conservancy (CVMC) is receiving \$2.2 million and the Salton Sea Conservancy, which is a new agency, will receive \$1.638 million.

CVAG staff is closely tracking Prop.4 funds for potential project funding for CVAG and the Coachella Valley Conservation Commission (CVCC). SB 105 also reduced the Governor's proposal to backfill the General Fund with Prop. 4 funds from \$315.8 million down to \$176 million. This preserves \$140 million from the General Fund that was previously dedicated to climate- and energy-related programs.

AB 149, the public resources budget trailer bill, allows State agencies to adopt emergency regulations when adopting program guidelines and selection criteria for programs for Prop. 4 spending. This provision is designed to expedite the distribution of funding, while ensuring that programs adhere closely to the legislative intent behind the bond bill.

The last day for the Governor to sign or veto bills passed by the legislature is October 12. The Legislature reconvenes on January 6, 2026.

Fiscal Analysis: There is no cost to this information item. Legislative advocacy efforts are covered under existing staff time and CVAG's lobbying contract.