SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.41 (ID # 4104)

MEETING DATE:

Tuesday, June 20, 2017

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of the Agreement between the County of Riverside and the Coachella
Valley Association of Governments for the Funding to Prepare the Project
Approval/Environmental Document for the Widening of Avenue 48 from Van
Buren Street to Dillon Road (Project). 4th District; [\$600,000-Total Cost]; Local
Funds 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Agency Reimbursement Agreement between the County of Riverside (County) and the Coachella Valley Association of Governments (CVAG) for the funding to prepare the Project Approval/Environmental Document (PA/ED) for the widening of Avenue 48 from Van Buren Street to Dillon Road; and
- 2. Authorize the Chairman of the Board to execute the same.

ACTION: Policy

Patricia Romo, Director of Transportation

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Navs:

None

Absent:

None

Date:

June 20, 2017

XC:

Transp.

Kecia Harper-Ihem Clerk of the Board

Deputy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost	
COST	\$ 160,000	\$ 440,000	\$ 600,00	0	
NET COUNTY COST	\$0	\$0	\$	0	
SOURCE OF FUNDS: Coachella Valley Association of			Budget A	Budget Adjustment: No	
Governments (CVAG) (75%), City of Coachella (12.5%), Gas Tax (HUTA) (12.5%). There are no General Funds used in this project.			For Fisca 16/17 to	For Fiscal Year: 16/17 to 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

Avenue 48 is an east-west major arterial in the City of Coachella (City) and the County of Riverside (County). Avenue 48 between Van Buren Street and Dillon Road grade separation currently consist of two vehicular lanes (one lane in each direction) and a striped two-way left turn median. The northerly half of Avenue 48 is in the jurisdictional boundaries of the County and the southerly half is in the jurisdictional boundaries of the City.

CVAG, the City, and the County desire to widen Avenue 48 between Van Buren Street and Dillon Road grade separation per County and City General Plan and to match the number of lanes on both sides to help improve traffic circulation.

The proposed improvements will add one westbound lane and two eastbound lanes with sidewalks and bike lanes to provide needed infrastructure improvements. The project will be designed to minimize impacts to the existing residents on the north side of Avenue 48.

Under this agreement, CVAG will fund 75% of the cost of the engineering and environmental services required to complete the Project Approval/ Environmental Document (PA/ED) phase of the project. The remaining 25% will be shared by the City and the County. Furthermore, CVAG, the City and the County desire the County to act as Lead Agency for this project.

For the purposes of the California Environmental Quality Act (CEQA), the approval of this Agency Reimbursement Agreement ("Agreement") is not a commitment to proceed with any particular project involving the above described improvements and is not an approval of a project. The approval of any such project is contingent on completion of the CEQA review. The County will comply with the requirements of CEQA analysis when necessary for any future project as described in the Agreement.

Avenue 48 Widening Project Number: C7-0040

County Counsel has approved the Agreement as to form.

Impact on Residents and Businesses

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

The proposed improvements will improve safety and enhance operational efficiency for pedestrians and local traffic on Avenue 48.

SUPPLEMENTAL:

Additional Fiscal Information

The total estimated cost of the Project Approval/Environmental Document Phase of this Project is \$600,000.

CVAG agrees to pay 75% of the qualified project costs for this phase an amount not-to-exceed \$450,000.

County will invoice CVAG for 100% of the eligible project cost. CVAG will in turn invoice the County and the City for proportional shares of the 25% Local Share for this Project.

There are no General Funds used for this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map Agreement

Gregory V. Priarios, Director County Counsel

Page 3 of 3 ID#4104 3.41

6/8/2017

250 500 1,000 1 inch = 500 feet **AVENUE 48 WIDENING PROJECT LOCATION MAP**

THE COUNTY OF INVESTIGUE assumes The HELD OF THE COUNTY OF THE INFORMATION CONTAINED TO THE INFORMATION COUNTY OF THE INFORMATION COUNTY OF THE COUNTY OF TH





WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE

AVENUE 48 WIDENING PROJECT BETWEEN VAN BUREN STREET AND DILLON ROAD

THIS AGREEMENT is made and entered into this ______, by and between the County of Riverside ("Agency"), and the Coachella Valley Association of Governments, a California joint powers agency, ("CVAG"), and is made with reference to the following background facts and circumstances:

RECITALS

The "Coachella Valley Area Transportation Study", a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects throughout the Coachella Valley to be projects of regional importance. This project is listed in the 2016 Transportation Project Prioritization Study (TPPS) document; and,

Approval of a highway financing measure by the voters of Riverside County in November of 1988, as well as the approval of an extension of Measure A by the voters in November of 2002, has created a source of funds with which to construct such projects; and,

CVAG by agreement with its member agencies and with the Riverside County Transportation Commission ("RCTC"), has been designated as the agency through which such funds are to be conveyed and disbursed for the purpose of completing said regional transportation projects; and,

CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee "TUMF" Fee Ordinance to increase the collected TUMF Fee, effective January 1, 2007; and,

Under CVAG's policy of funding eligible projects with member jurisdictions, effective January 1, 2007, the responsible jurisdiction(s) will be responsible for paying Twenty-five Percent (25%) of the Project costs (the Local Share), as well as any ineligible project costs, and CVAG will be responsible for Seventy-five Percent (75%) of eligible Project costs (the Regional Share). Historically, the CVAG Regional Share has been paid as a reimbursement to the Jurisdiction, as invoices are submitted and approved; and,

CVAG has determined that as to member jurisdictions that do not participate in the TUMF program, projects will continue to go forward under the existing Reimbursement Policy.

Agency desires to proceed with the preparation of the Project Approval/Environmental Document Phase (PA & ED) phase of the project known as AVENUE 48 WIDENING BETWEEN VAN BUREN STREET AND DILLON ROAD PROJECT. The estimated cost of the PA & ED Phase of the Project is \$600,000. CVAG's share of the PA & ED Phase of the Project cost is not-to-exceed \$450,000, being 75% of

the anticipated Regional Share of the Project costs.

- NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:
- 1. The program embodied in this agreement for the reimbursement of funds by CVAG shall apply only to those regional arterial projects that have heretofore been identified in CVAG's Transportation Project Prioritization Study. The Project is one of those projects and is therefore eligible.
- 2. The Project is generally described as and consists of the following: Project Approval/ Environmental Document Phase (PA & ED) phase of the project known as AVENUE 48 WIDENING BETWEEN VAN BUREN STREET AND DILLON ROAD PROJECT. These services will hereinafter be referred to as the "Project".

Any excess property purchased to secure the necessary right-of-way for the Project will be shared between the Agency and the Regional Arterial Program proportionately according to the funding of the purchase by each jurisdiction participating in the Project.

3. The scope of work of the Project is more particularly described in Exhibit "A", entitled "Scope of Services" attached hereto and made a part hereof. The cost estimate for the Project is more particularly described in Exhibit "B" - "Estimate of Cost", attached hereto and made a part hereof. The cost estimates include a calculation intended to allow Agency to recover an amount representing the time of its employed staff in working on the Project as well as amount Agency shall pay to outside contractors in connection with the Project. The amount of the Jurisdiction One-Quarter and the CVAG Three-Quarters shall be calculated by reference to the cost estimates as shown on Exhibit "B" unless amended pursuant to the provisions of Paragraph 6.

This Agreement shall establish a Time Trigger, which will require the start of the PA & ED Phase of the Project, must begin within two years of the date of execution of the Reimbursement Agreement with the County of Riverside.

- 4. It is the agreement between CVAG and Agency that of the total estimated cost of the Project Report/ Environmental Document Phase (PA & ED) phase of the project will be approximately \$600,000, CVAG' Regional Share will equal \$450,000, and the Local share shall be \$150,000, as well as one-hundred percent (100%) of all costs not eligible for reimbursement by CVAG. This Agreement shall establish that CVAG may decline or delay regional funds should it be determined that such action is necessary to maintain a minimum balance of regional funds.
- 5. Agency agrees to seek reimbursement of seventy-five percent of only those costs which are eligible for reimbursement by CVAG, as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, as most recently amended.

- 6. Agency shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, Agency shall submit invoices to CVAG requesting reimbursement of one-hundred percent of those eligible costs associated with the Project. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to Agency, and documents evidencing Agency's payment of the invoices or demands for payment. Agency shall also submit a Project Completion Report, in a form acceptable to CVAG, with each statement. Agency shall submit invoices not more often than monthly and not less often than quarterly. CVAG in turn will invoice the Agencies for their proportional shares of the 25% Local Share for each of the two phases, as well as for any unqualified project costs.
- 6.1 Agency shall, at the design stage of the Project, identify a Project specific ratio, "Project Ratio", for the construction phase of the project that distinguishes between "Capacity Enhancement" items, "Rehabilitation" items or "Other" items.

Agency shall apply that "Project Ratio" to the project construction cost and provide CVAG with supporting documents that will clearly identify "Capacity Enhancement" costs, eligible for payment with TUMF revenues, "Rehabilitation" costs, eligible for payment with Measure "A" revenues, and Other costs that are not eligible for reimbursement by CVAG.

All invoices submitted to CVAG for reimbursement shall include a table identifying "Capacity Enhancement" costs eligible for payment with TUMF, "Rehabilitation" costs eligible for payment with Measure "A", and other costs that are not eligible for reimbursement by CVAG.

- 6.2 Upon receipt of an invoice from Agency, CVAG may request additional documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by CVAG to Agency within thirty (30) days.
- 6.3 If a post-payment audit or review indicates that CVAG has Provided reimbursement to Agency in an amount in excess of Seventy-five Percent of eligible costs, or has provided reimbursement of ineligible Project costs, Agency shall reimburse CVAG for the excess or ineligible payments within thirty (30) days of notification by CVAG.
- 7. Prior to any final payment to Agency by CVAG, a final report shall be submitted to CVAG by Agency containing a record of all payments made for said Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility.
- 8. The format used for all bids solicited by Agency for the Project shall require itemization sufficient to allow quantities of each bid item to be easily discernible. It shall be the responsibility of Agency to determine what quantity is for Capacity Enhancement and/or Rehabilitation, and to provide CVAG staff with that information.

- 9. The parties agree that should unforeseen circumstances arise which result in new work not covered in Exhibit "A," an increase of any costs over those shown in Exhibit "B," or other changes in the Scope of Work are proposed, CVAG will in good faith consider an amendment to this Agreement to provide for further appropriate reimbursement if the proposed amendment is in accordance with the policies, procedures, and cost determination/expense eligibility criteria adopted by CVAG. Nonsubstantive changes may be made to this agreement subject to CVAG's General Counsel's approval.
- 10. Agency shall maintain an accounting of all funds received from CVAG pursuant to this Agreement in accordance with generally accepted accounting principles. Agency agrees to keep all Project contracts and records for a period of not less than three years from the date a notice of completion is filed by the Agency on such Project; or, if the Project is not one as to which a notice of completion would normally be recorded, for three years from the date of completion. Agency shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Project. CVAG shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.
- 11. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and Agency shall provide CVAG with immediate notice thereof.
- 11.1 Any warranty, representation, statement, report or certificate made or delivered to CVAG by Agency or any of Agency's officers, employees or agents now or hereafter which is incorrect, false, untrue or misleading in any material respect;
- 11.2 Agency shall fail to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this Agreement or any amendment to this Agreement, or any agreement delivered in connection with the Project; or,
- 11.3 There shall occur any of the following: dissolution, termination of existence or insolvency of Agency; the commencement of any proceeding under any bankruptcy or insolvency law by or against Agency; entry of a court order which enjoins, restrains or in any way prevents Agency from paying sums owed to creditors.
- 12. No waiver of any Event of 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.
- 13. This Agreement is made and entered into for the sole protection and benefit of CVAG and Agency and no third person shall have any right of action under this

Agreement.

- 14. It is the intent of the Agency and CVAG that the Project be represented as being funded by Measure "A"/TUMF funds. All public notices, news releases, and documents shall indicate that the Project is being cooperatively developed by the Agency, RCTC, and CVAG using Measure "A"/TUMF funds. Prior to initiation of on-site construction, Agency agrees to provide at least one "Project Sign" to be placed in a safe and visible location near the site of construction so that all travelers passing the location have the opportunity to observe who the agencies are that are providing funds for the construction of the Project. CVAG's Policy and Procedures Manual provides a guide for Project Sign format.
- 15. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venturer with Agency as to the Project. The Agency shall assume the defense of, indemnify and hold harmless CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the Agency related to the Project or taken in the performance of this Agreement or any agreement entered into by Agency with reference to the Project. CVAG shall assume the defense of, indemnify and hold harmless the Agency, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions of CVAG taken in the performance of this Agreement.
- 16. Agency agrees to include in its contract specifications and bid documents a requirement that all prime contractors shall name CVAG and its member agencies as "also insured" on all liability insurance coverage required by Agency on each contract. Agency will provide a copy of the Insurance Certificate to CVAG, depicting CVAG and its member agencies as "also insureds," within 30 days of signing a contract with the prime contractor.
- 17. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by Agency. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse Agency from full and timely performance in accordance with the terms of this Agreement.
- 18. Any agency receiving federal funds must have an approved Disadvantaged Business Enterprise program. All recipients of Federal Highway Administration (FHWA) funds must carry out the provisions of Part 26, Title 49 of the Code of Federal Regulations (CFR) which established the Federal Department of Transportation's policy supporting the fullest possible participation of firms owned and

controlled by minorities and women in the Department of Transportation programs. Except to the extent that such or other contrary federal regulations may apply, Agency covenants that, by and for itself and all persons claiming under or through it, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement.

- 19. Agency warrants that all aspects of the Project shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. Agency 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.
- 20. This Agreement may not be assigned without the express written consent of CVAG first being obtained.
- 21. Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
- 22. No officer or employee of CVAG shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by CVAG or for any amount with may become due to Agency or to its successor, or for breach of any obligation of the terms of this Agreement.
- 23. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding from TUMF and/or Measure "A" monies.
- 24. No officer or employee of CVAG 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.
- 25. Agency warrants that the funds received by CVAG pursuant to this Agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.
- 26. 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 County of Riverside: Patricia Romo

Transportation Director County of Riverside 4080 Lemon St. 8th Floor Riverside CA 92501 Telephone: (951) 955-6740

If to CVAG:

CVAG 73-710 Fred Waring Drive 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.

- 27. 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. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
- 28. 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.
- 29. 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.
- 30. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.
- 31. 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.

- 32. Agency warrants 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.
- 33. 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.

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

ATTEST:	COUNTY OF RIVERSIDE
By: Clerk of the Board of Supervisors	By: Chairman of the Board of Supervisors JOHN TAVAGLIONE
ATTEST:	CVAG
By: Tom Kirk, Executive Director	By: Dana Reed, Chair

EXHIBIT "A"

SCOPE OF SERVICES

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE

AVENUE 48 WIDENING PROJECT BETWEEN VAN BUREN STREET AND DILLON ROAD

The Scope of Services for this Project includes the Project Approval and Environmental Document (PA & ED) Phase of the Project.

EXHIBIT "B"

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE

AVENUE 48 WIDENING PROJECT BETWEEN VAN BUREN STREET AND DILLON ROAD

The total estimated cost of the Project Approval/Environmental Document Phase of the Project is \$600,000.

In accordance with CVAG policy, CVAG agrees to pay 75% of the qualified project costs, in this case estimated as not-to-exceed \$450,000.

The County of Riverside as Lead Agency agrees to invoice CVAG for 100% of the eligible project costs.

CVAG in turn will invoice the City of Coachella and the County of Riverside for their proportional shares of the 25% Local Share for this Project, as well as for any unqualified project costs.

The proportional cost shares for the individual jurisdictions for each of the two phases will be established in a separate sub-agreement.





PHONE (760) 398-3502 • FAX (760) 398-8117 • WWW.COACHELLA.ORG

October 24, 2016

Mr. Tom Kirk, Executive Director Coachella Valley Association of Governments 73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260

Subject: Request for a funding cooperative agreement between CVAG, the City of Coachella and the County of Riverside to Improve Avenue 48 between Van Buren Street and **Dillon Grade Separation**

Dear Mr. Kirk:

The City of Coachella respectfully requests that the Coachella Valley Association of Governments (CVAG) prepare a cooperative agreement between CVAG, the City of Coachella and the County of Riverside to Improve Avenue 48 between Van Buren Street and Dillon Grade Separation. This project is consistent with the City's General Plan Circulation Element, the current 2012-2035RTP/SCS Plan, and is ranked as a top 10 project in CVAG's Transportation Project Prioritization Study (TPPS) 2015 (B-501).

The City also requests that CVAG divide segment B-501 into 501A and 501B, to separate the Dillion Road grade separation widening project from the Avenue 48 Improvements. The Avenue 48 Improvements between Van Buren Street and Dillon Road are the higher priority because this segment lacks basic infrastructure, such as pedestrian and bicycle facilities.

The County of Riverside will be the Lead Agency on this project. The City of Coachella and the County of Riverside will work together to plan and construct these improvements on Avenue 48. The northern portion of the project segment is within the County of Riverside's jurisdiction, and the southern portion is within the City of Coachella. There are approximately 20 residential lots within the County that will be impacted by these improvements. At this time it is unclear whether the Avenue 48 Improvements will require additional right-of-way or if there is an alignment that may work within the existing street section. Therefore, at this time, we recommends that CVAG fund the planning and environmental phase of the work. Once this is complete we will be able to provide a cost estimate for design and construction.

Please let us know if you need any additional supporting information. Thank you for your consideration.

Sincerely,

Jonathan Hov City Engineer

City of Coachella

Patricia Romo

Director Transportation Department

County of Riverside