CITY COUNCIL STAFF REPORT

DATE: OCTOBER 22, 2025 CONSENT CALENDAR

SUBJECT: APPROVE AN AGREEMENT WITH THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) FOR FUNDING UNDER SENATE BILL (SB) 821, BICYCLE AND PEDESTRIAN FACILITIES PROGRAM, FOR THE RACQUET CLUB ROAD RECONFIGURATION, CITY PROJECT 22-21B

FROM: Scott C. Stiles, City Manager

BY: Engineering Services Department

SUMMARY:

This action requests the City Council approve an agreement with the Riverside County Transportation Commission (RCTC) for funding under SB 821, Bicycle and Pedestrian Facilities Program, for the Racquet Club Road Reconfiguration, City Project 22-21B (the "Project").

RECOMMENDATION:

1) Approve Agreement No. _____ (RCTC Agreement No. 25-62-135-00), a Riverside County Transportation Commission Agreement, for Funding under SB 821, Bicycle and Pedestrian Facilities Program, for an amount not to exceed $727,986 for the Racquet Club Road Reconfiguration, City Project 22-21B; and

2) Authorize the City Manager to execute all necessary documents.

BACKGROUND:

TDA Article 3, or SB 821, Bicycle and Pedestrian Facilities Program, is provided through the Transportation Development Act (TDA), funded through a ¼ cent of the general sales tax collected statewide. Each year, 2% of the State Local Transportation Fund (LTF) revenue is made available for use on bicycle and pedestrian facility projects through the SB 821 program. All cities in Riverside County and the County of Riverside are eligible to submit project proposals.

In December 2021, the City developed the *Palm Springs Pedestrian Master Plan*, which identified 37 locations, consisting of street segments and intersections, for further evaluation of potential pedestrian safety enhancements. One such project was the

Racquet Club Road Reconfiguration. The focus of this project is to improve pedestrian, bicyclist, and vehicle safety through lane reconfiguration, bike lanes, enhanced crossings, and sidewalk gap closures where feasible. The limits of the proposed lane reconfiguration are shown in **Figure 1** below.

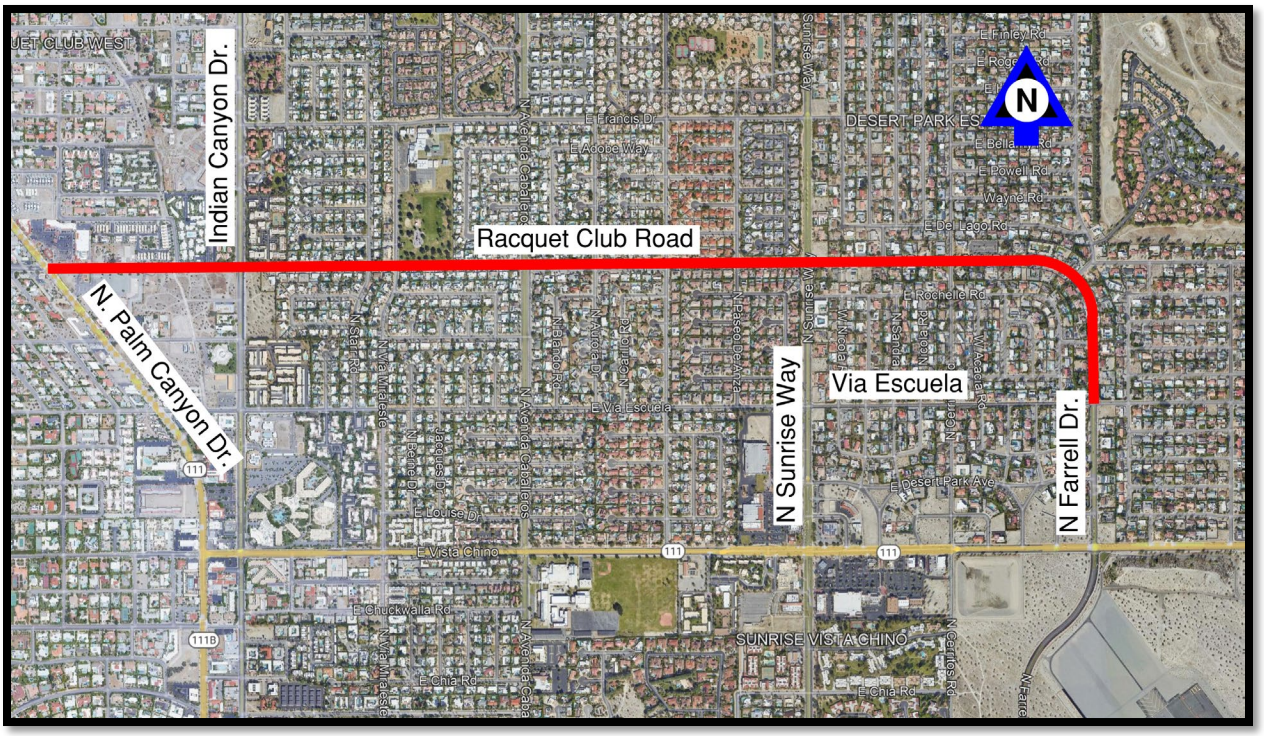


Figure 1 – Racquet Club Road Reconfiguration, City Project 22-21B

On January 10, 2024, staff solicited proposals from the City's on-call traffic engineering consultants to prepare a traffic study, conduct extensive community outreach, and develop Plans, Specifications, and Estimates (PS&E) for the Project.

On February 29, 2024, the City Council approved a Task Order with Kimley-Horn for traffic engineering services.

Between September 2024 and September 2025, four in-person & online community meetings were held to gather feedback and keep residents engaged as the project progressed through the conceptual design stage. An online interactive map tool and a dedicated project email address were also used to collect additional input. Affected communities and businesses were notified via email and mailed notices. Throughout the process, more than 200 comments were received, and all feedback was considered in the design.

Of these comments, 125 comments were focused on traffic calming (i.e., issues with noise, trucks, speeding, pedestrian and bike safety). Thirty comments were not in support of bike lanes, lane reductions, or traffic calming ideas, or the comment did not apply to the project.

During this stage, the design team and Staff coordinated with the Fire Department and Police Department to confirm if there were any emergency response concerns regarding the proposed road reconfiguration along Racquet Club Road. There were no concerns stated by the Police Department, however at the Fire Department's request, a Fire Response Study was prepared to evaluate potential impacts on emergency response times within the area served by Fire Station No. 3.

The study focused on the response data provided by the Fire Department, existing conditions with and without the road reconfiguration, and projected conditions through the year 2040. The study showed that, with the road reconfiguration and no other corridor changes, emergency response times are projected to increase by between 2.7 to 63 seconds.

The fire response travel study was coordinated with the Fire Department and travel time data indicates a worst-case scenario for increases in travel time. The proposed design will incorporate countermeasures with associated crash reduction factors that can provide a safer environment for all users of the corridor with the potential to reduce collisions. The reconfiguration will consist of painted lane markings only, with no barriers or obstructions that would prevent emergency vehicles from maneuvering as needed.

On September 17, 2025 the findings of the Response Study were shared with the community at the fourth and final community meeting of the Project. Resident feedback from this community meeting included:

- Addressing speeding throughout the corridor
- Retaining on-street parking on Racquet Club Road
- Managing vehicle delay along the corridor through traffic signal improvements
- Increasing pedestrian and cyclist safety and visibility

The majority of residents who participated in the four community meetings expressed support for the implementation of the project.

STAFF ANALYSIS:

On February 3, 2025, a call for projects was published by RCTC seeking applications for the SB 821 Bicycle and Pedestrian Facilities Program. This year, the program's maximum funding request was $727,986 per application and $1,455,973 per jurisdiction. The City submitted two applications, with one being the Racquet Club Road Reconfiguration, and the other being the South Palm Canyon Road Reconfiguration.

On June 11, 2025, RCTC approved 13 projects for funding out of the 33 applications received. The Racquet Club Road Reconfiguration was selected as one of six in the Coachella Valley. The South Palm Canyon Road Reconfiguration project was also selected by RCTC, and the City Council accepted the funding on September 10, 2025.

Staff recommends approval of this agreement for reimbursement of Project costs not to exceed $727,986, representing a 50% match of the project costs. With this approval, Staff will resume completion of the construction documents for bidding. The agreement, which includes a copy of the grant application, is included as **Attachment A**.

ENVIRONMENTAL ASSESSMENT**:**

In accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15301 "Existing Facilities", Class 1 projects consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of existing or former use. Therefore, Staff has determined that the Project is considered categorically exempt from CEQA and Notice of Exemption will be filed with the Riverside County Clerk.

FISCAL IMPACT:

The Project budget, estimated expenditures, and budget required to complete this project are identified in Table 1 below.

Table of Project Costs	**Amount**
SB 821 Grant Funding 50% match (Max)	$727,986
Fund 134 - Measure A	$750,000
Fund 261 - Capital Improvement	$500,000
Design Services	($364,600)
Project Administration (Estimated)	($40,000)
Construction Administration/Inspection (Estimated)	($125,000)
Construction Contract Estimate	($1,245,600)
Construction Contingency (15%)	($186,840)
Budget Remaining:	**$15,946**

REVIEWED BY:

City Engineer:	Joel Montalvo
Assistant City Manager:	Flinn Fagg
Director of Finance:	Kristopher J. Mooney
City Manager:	Scott Stiles

ATTACHMENTS:

A. RCTC agreement No. 25-62-135-00

Attachment A

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement ("AGREEMENT") is entered into as of _____, 2025 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and City of Palm Springs ("RECIPIENT"). RCTC and RECIPIENT may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

B. Under RCTC's SB 821 Bicycle and Pedestrian Facilities Program ("PROGRAM"), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects ("CALL FOR PROJECTS") is anticipated to be issued biennially by RCTC.

C. On February 3rd, 2025, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2025/26 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.

D. Based on the application attached as Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Racquet Club Road Reconfiguration Project ("PROJECT").

E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.

2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Seven Hundred Twenty-Seven Thousand Nine Hundred Eighty-Six Dollars ($727,986), to be used exclusively for reimbursing the RECIPIENT for eligible expenses as described herein ("FUNDING AMOUNT"). RECIPIENT acknowledges and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of

RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq*.), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 ("SCOPE OF WORK"). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a scope change request electronically via RCTC's online tracking and reporting system known as the Rivtrack system and accessible at https://rivtrack.rctc.org/ ("Rivtrack system"). The electronically submitted scope change request must include the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement. Such request is subject to written approval by RCTC, in RCTC's sole discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) applicable law; (2) PROGRAM policies; (3) this AGREEMENT. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern. Notwithstanding the foregoing, in the case of a conflict, the most stringent requirement shall govern, unless prohibited by applicable law or otherwise agreed upon by RCTC.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, RECIPIENT has thirty-six (36) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 36 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete by RCTC following the submission of the PROGRAM funding claim form completed electronically via the Rivtrack system. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a time extension request electronically via the Rivtrack system. Before and after PROJECT photographs must be uploaded with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.

2.3 Changes in Project Funding. RECIPIENT will not be reimbursed for PROJECT cost overruns. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) ninety days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval of RCTC's Executive Director, in his or her sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT's attached application for funding, and (ii) written proposal for how RECIPIENT can apply any unused FUNDING AMOUNT to a project previously submitted under an Article 3 call for projects and approved by the Commission or to fund an approved scope expansion to the approved PROJECT. Notwithstanding the foregoing, unused funds may not be reallocated to work already completed. RECIPIENT match funds

proportionate to the amounts included in Section 3 of this Agreement will be required should unused funds be redirected to another approved project or approved scope expansion.

2.4 Cost Savings. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC as further detailed in Section 2.3 above. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio as presented in the Project application despite such cost savings in accordance with PROGRAM policies.

2.5 No Funding for Temporary Improvements. Only segments or components of improvements that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.

2.6 Review and Reimbursement by RCTC. Upon submission into Rivtrack of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 2.

2.7 Recipient's Funding Obligation to Complete the Work; Limitation of RCTC Obligations. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any work performed under the SCOPE OF WORK, for the PROJECT, or at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.

2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written

notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the FUNDING AMOUNT set forth in Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.

3. Recipient's Local Match Contribution. RECIPIENT shall provide at least Seven Hundred Ninety-One Thousand One Hundred Fourteen Dollars ($791,114) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.

4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.

5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.

6. Indemnification. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death ,arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this AGREEMENT, the PROJECT or the SCOPE OF WORK. RECIPIENT'S obligation to indemnify includes

without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds. The indemnity obligation shall not apply to the extent of the sole negligence or willful misconduct of RCTC, its officials, officers, employees, agents, and consultants. This section shall survive the expiration or termination of this Agreement.

7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2025, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2025.

8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.

9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT's representative shall be the individual identified in the Project application as RECIPIENT'S representative to RCTC. RECIPIENT'S representative, or designee, shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.

10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.

11. Binding on Successors in Interest. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.

12. Independent Contractors. Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

13. Conflicts of Interest. For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.

14. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.

14.3 Termination for Cause. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all

PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the right to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.

14.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.

15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications between the Parties to this AGREEMENT shall be addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective. Notwithstanding the foregoing, invoices and requests for changes to the SCOPE OF WORK, shall be submitted through the Rivtrack system as specified in this AGREEMENT.

TO RCTC:	**TO RECIPIENT**:
Aaron Hake	Francisco Jaime
Executive Director	Principal Civil Engineer
RCTC	City of Palm Springs
4080 Lemon Street, 3rd Floor	3200 E. Tahquitz Canyon Way
Riverside, California 92501	Palm Springs, CA 92262
Phone: (951) 787-7141	(760) 898-0390
e-mail: ahake@rctc.org	francisco.jaime@palmspringsca.gov
cc: eemery@RCTC.org	cc: Anthony.Acosta@palmspringsca.gov

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

16. Prevailing Wages. RECIPIENT is alerted to the requirements of California Labor Code Sections 1770 *et seq.*, which require the payment of prevailing wages where the SCOPE OF

WORK or any portion thereof is determined to be a "public work," as defined therein. RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of "public work." RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 *et seq*. on the PROJECT.

17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.

19. Governing Law; Venue and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. Venue shall be in Riverside County. If any portion of this AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.

20. Attorneys' and Other Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.

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

22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.

23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or

powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.

24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.

25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement.

26. Form of Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

27. Survival. All rights and obligations under this AGREEMENT that by their nature are to continue after any expiration or termination of this AGREEMENT shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE
TO
AGREEMENT NO. 25-62-135-00
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC

By:_____
Aaron Hake, Executive Director

APPROVED AS TO FORM

Best, Best & Krieger LLP

By: _____
General Counsel to RCTC

RECIPIENT

CITY OF PALM SPRINGS

By:_____

Name: _____

Title:

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

Questionnaire Tab

Email address: anthony.acosta@palmspringsca.gov

Project Name: Racquet Club Road Reconfiguration Project

Has this Project been previously awarded in a past SB 821 Cycle?

- (●) No
- ( ) Yes, in 19-20 FY Cycle
- ( ) Yes, in 21-22 FY Cycle
- ( ) Yes, in 23-24 FY Cycle

Lead Agency: Palm Springs

Memorandum of Understanding

By October 1, 2025, awardees will execute the Project MOU with the Commission. To streamline the process, please provide the name and contact information or the individual who will be the signatory on the MOU.

This is typically the City Manager, City Engineer, or Public Works Director.

MOU Signatory *: Francisco Jaime

Title: *: Principal Civil Engineer (On behalf of City Eng)

Email address: *: francisco.jaime@palmspringsca.gov

Project Contact Person

Provide contact information for Project's contact person. This could be the Public Works Director, the Project Manager, or other City/County Staff.

- [ ] Project Contact is the same as current user

Project Contact Person: *: Anthony Acosta

Title: *: Senior Civil Engineer

Email address: *: Anthony.Acosta@palmspringsca.gov

Phone Number: *: (760) 898-0390

Project Overview

Project Type (check all that apply) *

- [x] Bicycle Project
- [x] Pedestrian Project
- [ ] Multi-use Trail Project
- [ ] Non-Infrastructure/Plan

Project Locate in a Disadvantage Community, per SB-535? *

- ( ) Yes
- ( ) No
- (●) Partial

Does the proposed project include any of the following (check all that apply)? *

- [x] Curb
- [x] Gutter
- [ ] Driveway Ramp
- [ ] Project does not include any of the above

Is the benefit provided for the exclusive use of bicyclist/pedestrian? *

- (●) Yes
- ( ) No

Project Application Tab

Project Number: 000224 Agency: Palm Springs

Project Name: Racquet Club Road Reconfiguration Project

Status: Submitted To RCTC

Project Type: Bicycle Project, Pedestrian Project

A. Scope of Work (500 Characters)

The Racquet Club Road Reconfiguration Project will introduce Class II bicycle facilities and a sidewalk gap closure along Racquet Club Road and Farrell Drive from Palm Canyon Drive to Via Escuela. The proposed reconfiguration reallocates existing right-of-way from travel lanes to install a bike lane on both sides of the road beside a two-foot buffer. Additionally, it would add a twelve-foot center turn lane and convert one travel lane i n each direction into a dedicated curb-side parking lane.

B. Funding

Enter the project costs for PA/ED, PS&E, ROW, Construction and Local Match in the fields provided below. The gray fields contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits.

10% Programming Cap: $727,986.30

PA & ED:	84,700.00
PS & E:	188,800.00
ROW:	
Construction:	1,245,600.00
Administration:	0.00
Total Project Cost:	1,519,100.00

20% Programming Cap: $1,455,972.60

	Agency	Split %
Local Match:	791,114.00	52%
SB 821 Request:	727,986.00	48%
		100%

	RCTC	Split %
Local Match:	791,114.00	52%
SB 821 Request:	727,986.00	48%
		100%

C. Schedule

For completed phases, provide supporting documentation such as copies of environmental clearance, title sheet of 100% plans with engineer's stamp, or right of way clearance and attach in section J.

	Start	End
PA & ED:	09/02/2024	02/26/2025
PS & E:	02/27/2025	09/01/2025
ROW:	/ /	/ /
Construction:	09/02/2025	01/05/2026
Close out:	01/06/2026	02/06/2026

D. Project Background & Project Description

Describe the project background and the existing conditions of the larger project area and or project vicinity. Discussion can include background information on current roadway configuration, missing bike and pedestrian facilities, and importance of project to local active transportation users. If possible, upload photographs of existing conditions.

Describe the project in its entirety. Include the purpose and need, benefit, and location of the project. Provide a map showing existing and proposed project improvements. If available, upload typical cross-sections showing vehicular lane widths, active transportation facilities width, and any landscaping or lighting features in section J.

The City of Palm Springs is actively investing in the active transportation network to create a comprehensive system for walking, biking, and to support first-last mile connections to transit within the community. The City's integration with the regional CV Link trail network allows for the opportunity to create a robust local network that connects cyclists and pedestrians to the larger regional system, providing a wider range of commute options and recreational opportunities. The project corridor spans approximately two miles from N Palm Canyon Drive to Via Escuela along Racquet Club Road / Farrell Drive. This corridor serves as an east-west community connection in Palm Springs. At the easternmost segment, Racquet Club Road curves into a north/south orientation and is subsequently identified as N Farrell Drive. Racquet Club Road / Farrell Drive has a speed limit of 45 miles per hour.

As shown in Figure 1 (refer to Attachments), the corridor primarily consists of low to medium density residential areas, with portions dedicated to parks, recreation, and mixed-use development. While the area surrounding the project corridor is mostly residential, there are a few key activity generators throughout Racquet Club Road such as Victoria Park, which is adjacent to Vista Del Monte Elementary School. The park features play structures, athletic facilities, and recreational green space. Also, within a mile of the corridor are shopping centers, Riviera Resort and Spa, Desert Regional Medical Center, and Raymond Cree Middle School. Currently, Racquet Club Road consists of four undivided travel lanes with some segments allowing street parking and some segments featuring a center two-way left turn lane. Adjacent to Racquet Club Road, there is a Class II bike lane along Avenida Caballeros and a Class III bike route at Via Escuela. There are sidewalk gaps along the project corridor, creating accessibility and safety challenges for pedestrians to navigate. A high-level summary of the project is shown in Table 1.

Palm Springs also has a large senior population, many of whom are retirees. 33.8% of the City's population is 65 years of age or older, which is roughly double the national average according to American Community Survey's 2023 5-Year Estimates. Seniors are more likely than other ages to rely on alternative modes of transportation such as walking, biking, or transit. The resort-like nature of Palm Springs also encourages walking and biking as a recreational activity, and incomplete bicycle and pedestrian infrastructure along corridors creates hazards for vulnerable road users, particularly seniors. The road reconfiguration aims to enhance safety, manage speeds, and create connectivity for active transportation modes. Improvements along Racquet Club Road / Farrell Drive will also focus on closing the sidewalk gaps to expand pedestrian facilities and enhance pedestrian safety.

The Racquet Club Road Reconfiguration Project aligns with the city's broader vision for a safer, more connected, and multimodal transportation network. Community outreach was a fundamental part of the development of this project, including three in-person and virtual community meetings (in September 2024, November 2024, and February 2025), a project website, an interactive map, and a project e-mail. Several conceptual cross section options for various segments of the corridor were presented for public feedback at a community meeting on September 18th, 2024, as shown in Figure 8 (see Community Outreach Materials). This feedback was used to develop the recommended conceptual cross sections shown in Figure 9 based on the community feedback. Throughout this community outreach process, approximately 120 comments were provided on the interactive map, and over 200 community comments in total were received. These comments were carefully considered, along with project data and engineering judgement, to develop a feasible and preferred project design for the corridor. The project website can be found here: https://engagepalmsprings.com/road-reconfiguration-projects
The interactive map can be viewed here: https://app.publiccoordinate.com/#/projects/PalmSpringsRacquetClubRoad/map

E. Destinations Served (2 points for each destination served, max 14 points)

Briefly summarize and list all the types of destinations served by the proposed project. Provide a project vicinity map identifying all the destination types served by the proposed project within a 1/2 mile or a 1-mile radius. Destination types are schools or higher education facilities, commercial centers, municipal or any other civic centers, medical facilities, restaurants and recreational centers.

For pedestrian projects, each type of destination needs to be within 1/2 mile radius to be eligible. For bicycle or multi-use trail projects, each type of destination needs to be within a 1-mile radius. Each destination type served will receive 2 points.

On the map, provide a 1/2 mile buffer or a 1-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

Figure 2 provides an overview of the destinations served by Racquet Club Road and that will be within one mile of the proposed bike lanes and si dewalk gap closures. The are a total of 12 destinations served within a 1 mile radius of the proposed bike facilities. The bike facilities will provide a ccess to a mix of destinations, including three shopping centers, a grocery store, two public schools and a private school, several hotels and reso rts, Victoria Park, and the Desert Regional Medical Center. Because the proposed improvements provide access to a mix of destinations and lan d uses, they will improve accessibility for active transportation trips along the corridor, and promote biking and walking for short range trips. This provides opportunity for a reduction of Vehicle Miles Traveled (VMT), lower transportation costs for residents and visitors, and a reduction in colli sions, especially by severity, for all modes along the corridor.

F. Safety (max 15 points)

Describe the extent to which the proposed project will increase safety for the non-motorized public or how the project will reduce the number of non-motorized fatalities and serious injuries.

Points (5) will be given on the severity of the existing safety hazard at the project location to demonstrate project need.

Include information about project characteristics such as: no existing shoulder within project limits, no existing/planned sidewalk or bikeway adjacent to the project, etc. Applicants may wish to consider including documented pedestrian/bicycle collision or injury history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards the project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project. Additionally generate a collision heat map for the project site using collision data from the last ten years. Heat map can be generated using the ATP Maps & Summary interface from TIMS (https://tims.berkeley.edu/) or Crossroads. Upload map in section J.

Points (5) will be given for safety countermeasures or safety enhancement features included in the project scope. Provide an explanation of how each countermeasure will improve safety for bicyclists and pedestrians.

Examples of acceptable safety countermeasures and enhancements include rectangular rapid flashing beacons, bicycle boxes, and curb extensions. (see https://safety.fhwa.dot.gov/provencountermeasures/). The use of countermeasures not appearing on the FHWA list of proven countermeasures must include a detailed description of why the countermeasure is needed and how it will improve safety for non-motorized travel.

Points (5) will be given based on the potential of the proposed project to provide safety benefits to the non-motorized public. Applicant should draw from responses in the prior safety sections. Discuss the considerations made when evaluating and determining the type of bicycle or pedestrian facility for the project corridor. Why was Class I selected over Class IV, why was Class II considered over Class III?

Safety Hazards
According to the Transportation Injury Mapping System (TIMS), there were 65 crashes resulting in injuries along the corridor in the 10-year period from 2014 to 2023. These crashes included one fatality, six serious injuries, 25 resulting in other visible injuries, and 33 resulting in complaints of pai n. There was one cyclist-involved crash, which resulted in a visible injury, and three pedestrian crashes, two of which resulted in serious injuries a nd another in a non-serious visible injury. There were likely more incidents along the corridor, as this crash data does not account for non-injury c ollisions, unreported collisions, and near miss collisions. A map of the crashes occurring along this corridor is shown in Figure 3.

Sidewalk gaps exist on the north side of the roadway, as seen in Figure 4. Figure 5 and Figure 6 show examples of existing sidewalk gaps along R acquet Club Road. This includes a narrow section of sidewalk near 390 E Racquet Club Road. This limits accessibility along Racquet Club Road fo r residents and visitors to access nearby destinations. Currently, cyclists using the roadway must either take up a full lane, ride along the right si de of the lane, or ride along the sidewalk, which features sidewalk gaps and obstacles. There are no markings for cyclists on the roadway, includ ing Class III facilities or "sharrows". This prioritizes vehicular traffic along this corridor and can cause drivers to not expect to share the road with c yclists.

According to the latest data from the California Office of Traffic Safety (OTS), Palm Springs ranks fourth among 90 peer cities in the state for ped estrian fatalities and serious injuries, and second for pedestrians 65 and older killed or seriously injured in crashes. This can partially be attribute d to incomplete streets that result in sidewalk gaps and incomplete bicycle infrastructure.

The addition of bike lanes and the closure of sidewalk gaps along Racquet Club Road will create a safer environment for active transportation us ers through the creation of dedicated and separate spaces for bikes, pedestrians, and vehicles to traverse the roadway safely and with greater awareness of one another's presence. The reduction of travel lanes in each direction from two to one will dedicate less road space to vehicles an d encourage lower speeds, and provide a greater sense of comfort for cyclists. The reconfiguration will also reduce the number of lanes that cycl ists need to cross when turning left from four to two. Class II bike lanes were selected over Class III bike lanes due to the characteristics of this cor ridor. Class II bike lanes have greater safety impacts through increased visibility of cyclists, and because they offer more appropriate traffic than Class III facilities by providing a separate lane for cyclists. Other types of bike facilities such as a two-way cycle track and parking protected Cla ss IV bike lanes were considered but received constructive feedback from the community and demonstrated design challenges. The community emphasized the importance of maintaining curbside accessibility, as there are many seniors in this neighborhood, and maintaining consistency and connectivity with other bike facilities in the City which feature primarily Class II bike lanes.

Safety Countermeasures
The Racquet Club Road Reconfiguration Project, spanning from N Palm Canyon Drive to Via Escuela in Palm Springs, will include safety counterm easures recommended by the Federal Highway Administration (FHWA) to help enhance bicyclists and pedestrian safety. These safety counterm easures include road reconfiguration (bike improvements) and pedestrian improvements.

Currently, the project corridor does not include any dedicated bicycle facilities. Additionally, Racquet Club Road connects to adjacent existing Cl ass II bike lanes at Avenida Caballeros and a Class III bike route at Via Escuela.

The proposed bicycle lanes configuration would require reallocating existing right-of-way from travel lanes to include the following:
• a six-foot bike lane on both sides of the road beside a two-foot striped buffer
• a twelve-foot center turn lane
• convert one travel lane in each direction into a dedicated eight-foot curb-side parking lane

Through reconfiguring the public right-of-way and adding Class II bicycle lanes, the Project will promote safer cycling conditions, encourage mul timodal transportation, and reduce conflicts between cyclists and motor vehicles.

Additionally, the Project will help reduce potential walkway hazards and improve sidewalk continuity improvements. The Project will reduce pote ntial hazards by providing an accessible walkway that benefit all users including those with mobility issues, particularly senior citizens. Approxim ately 550 feet east of the intersection of N Palm Canyon Drive at Racquet Club Drive, the sidewalk on the north side currently transitions from 6 fee t to 3 feet along a 280-foot stretch of the corridor. The Project will add a curb extension at this location to Indian Canyon Drive to maintain a sidew alk width of at least four feet and continuous sidewalk along one side of the Project corridor, enhancing walkability and pedestrian safety.

By implementing these FHWA-recommended safety countermeasures, the Racquet Club Road Reconfiguration Project will create a more acces sible and multimodal corridor for cyclists and pedestrians. These improvements will help reduce conflicts, enhance visibility, and encourage acti ve transportation for a more connected community.

Safety Benefits
The Racquet Club road Reconfiguration Project will increase pedestrian and cyclist safety and visibility along the project corridor. The project will introduce Class II bike lanes with a striped buffer along a 45-mile-per-hour corridor to separate cyclists from vehicles, reducing potential motori st and cyclist conflicts. Adding a striped buffer will also allow vehicles to access the parking lane and delivery trucks to access mailboxes facing Racquet Club Road. The addition of bicycle facilities along Racquet Club Road will connect to adjacent Class II bike lanes and Class III bike routes , enhancing the City's bicycle network connectivity. The road reconfiguration will help manage and create more consistent speeds along the proj ect corridor, which mainly serves residential land uses. Additionally, the Project will close sidewalk gaps to create a continuous and accessible ro ute for pedestrians along one side of the corridor. In addition to this, the City plans to reassess speed limits along the corridor through the latest s peed limit legislation which provides additional flexibility to reduce speed limits by five miles per hour on safety corridors.

G. Multimodal Access (1 point each, max 6 points)

In a project vicinity map, identify all the bus routes, Metrolink stations, park-and-ride facilities, bicycle lanes, sidewalks or crosswalks improved by the proposed project within a 1/2 mile or a 1-mile radius.

For pedestrian projects, these amenities need to be within 1/2 mile radius to be eligible. For bicycle or multi-use trail projects, amenities need to be within a 1-mile radius. Each amenity will receive 1 point.

On the map, provide a 1/2 mile buffer or a 1-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points. Upload map in section J.

Below, discuss how the project along with its nearby amenities encourage multi-modalism. Briefly summarize and list all the bus stops, Metrolink Stations, park-and-ride facilities, missing bicycle or sidewalks, or crosswalks enhanced by the proposed project and indicate if the items are existing or planned.

Sunline Bus Routes 1, 2, 4, and Tripper 200 provide service near the project area. A summary of transit service in the project area is shown in Table 2. In total the project serves 43 bus stops within a 1-mile radius of the proposed bike lanes. Transit service is provided to destinations within Palm Springs, such as the Palm Springs International Airport and downtown, as well as neighboring communities such as Rancho Mirage, Palm Desert, Cathedral City and Desert Hot Springs. The Tripper 200 is part of Sunline's School Tripper Service, which provides connections to schools within th e Coachella Valley. Tripper 200 provides connections to Palm Springs High School. The project provides the opportunity to create first-last mile c onnections to those using transit service to access schools in the area.

H. Matching Funds (max 10 points)

10% Programming Cap: $727,986.30

	Agency
Local Match:	791,114.00
SB 821 Request:	727,986.00

20% Programming Cap: $1,455,972.60

Split %	Match Points
52%	10.00
48%	
100%	

Match %	Points
50%	10
45%	9
40%	8
35%	7
30%	6
25%	5
20%	4
15%	3
10%	2
5%	1
0%	0

I. Population Equity (max 5 points)

Agency: Palm Springs	Population Equity Points
	0.00

J. Attachments

Upload attachments indicated from previous sections.

Title	Document Type
Local Match Commitment - Racquet Club.pdf	Commitment to Local Match
2025.04.23 - Racquet Club Road_Conceptual Plans_v2.pdf	Title Sheet
Racquet Club Road Env Clearance.pdf	Environmental Document
Multimodal Access Project Map -- Racquet Club Rd.pdf	Multimodal Access Project Map
Community Outreach Materials -- Racquet Club Rd.pdf	Project Background & Project Description Map
Engineers Estimate -- Racquet Club Rd.pdf	Project's Engineers Estimate
Safety Project Map -- Racquet Club Rd.pdf	Safety Project Map
Destinations Served Project Map -- Racquet Club Rd.pdf	Destinations Served Project Map
Project Background and Project Description -- Racquet Club Rd.pdf	Project Background & Project Description Map

K. Certification

☑ I certify that the information presented herein is complete and accurate.

Name: Anthony Acosta

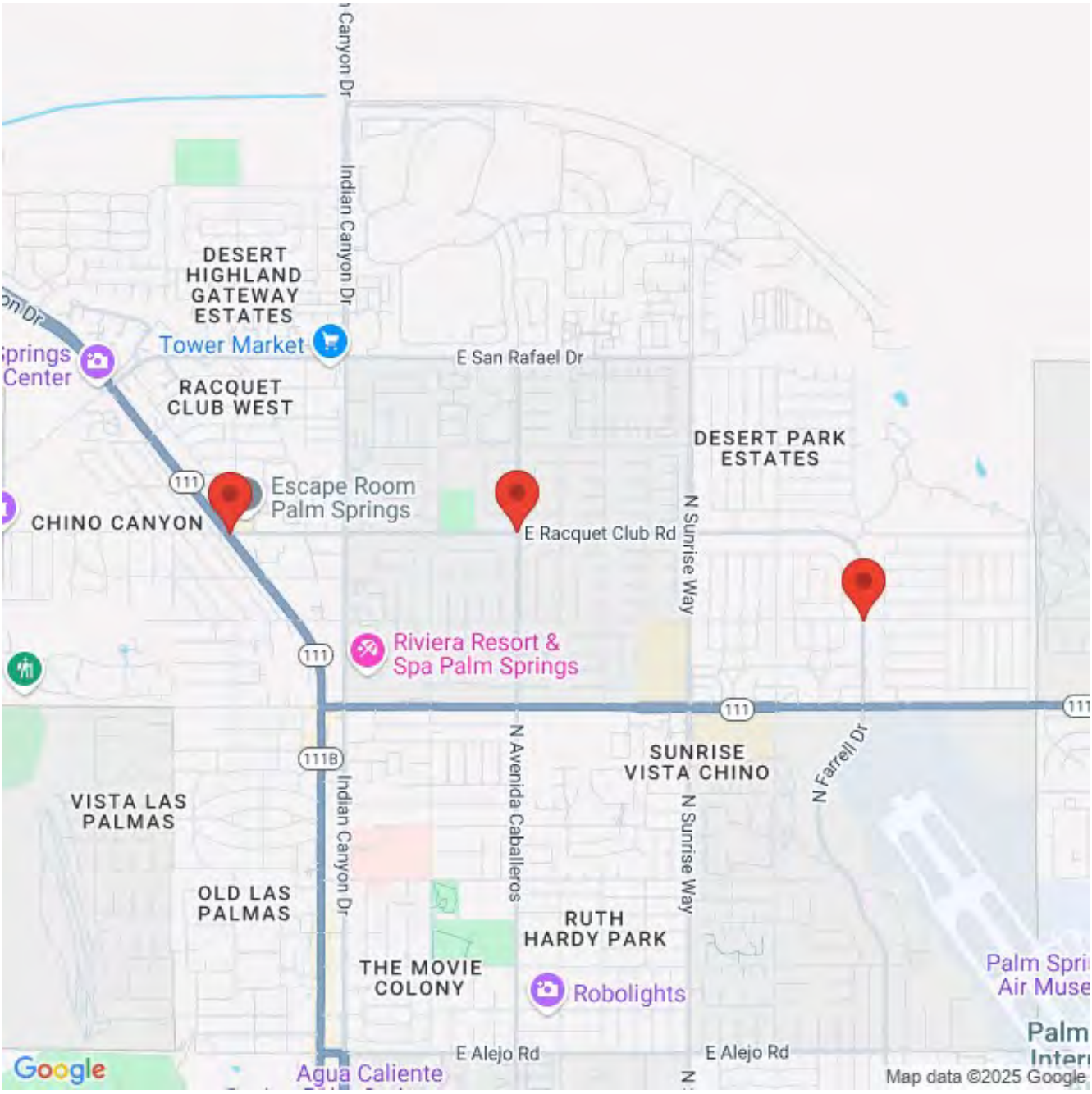
Title: Senior Management Analyst

Date: 04/24/2025

Map Tab

Project Number: 000224 Agency: Palm Springs Project Name: Racquet Club Road Reconfiguration Project Status: Submitted To RCTC

Project Type: Bicycle Project, Pedestrian Project



City of Palm Springs

Engineering Services Department

3200 East Tahquitz Canyon Way • Palm Springs, California 92262
Tel: (760) 323-8253 • Fax: (760) 322-8360 • Web: www.palmspringsca.gov

April 23 ,2025

TDA Article 3 Grant Selection Committee
Riverside County Transportation Commission
4080 Lemon Street
Riverside, California 92501

Subject: Transportation Development Act (TDA) Article 3 Grant – Local Match for Racquet Club Road Reconfiguration Project

Dear Members of the Selection Committee,

This letter is intended to memorialize the City of Palm Springs' commitment to delivering the Racquet Club Road Reconfiguration Project if TDA Article 3 Program grant funds are awarded. This important project was developed as part of a robust community outreach process, which engaged community members through a series of three in-person and virtual meetings along with online engagement tools. In 2011, the sales tax Measure J was placed on the ballot and became voter approved. Measure J is a 1% supplemental local sales tax measure which helps fund critical plans and projects in Palm Springs. Measure J is a significant funding source for the City, making up approximately 10% of the general fund revenue annually. This project has received support from residents and the City Council and has received Measure J dollars for PA&ED, PS&E, and construction within the fiscal years of 24-25 and 25-26. The City is confident it has substantial funding to meet its local leverage requirements and is committed to funding the improvements if awarded the grant application.

The Local Match commitment will be fulfilled as follows:

Phase	Local Match Amount	Total Project Cost	Grant Funding Request	Year	Source
PA&ED	$84,700	$84,700	$0	FY 24-25	Measure J
PS&E	$188,800	$188,800	$0	FY 24-25 / 25-26	Measure J
R/W	N/A	N/A	N/A	N/A	Measure J
CON	$517,614	$1,245,600	$727,986	FY 25-26	Measure J
Total	**$791,114 (52%)**	$1,519,100	$727,986	FY 24-25 / 25-26	Measure J

Thank you for consideration of our application.

Sincerely,

Francisco J. Jaime, PE
Principal Civil Engineer (on behalf of Joel Montalvo, City Engineer)
City of Palm Springs

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

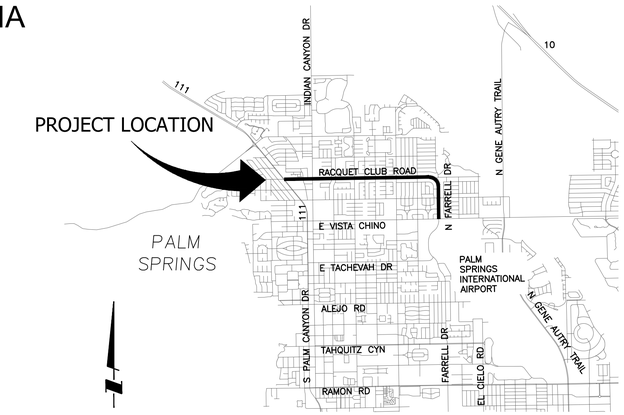
BICYCLE AND PEDESTRIAN IMPROVEMENT PLANS

FOR

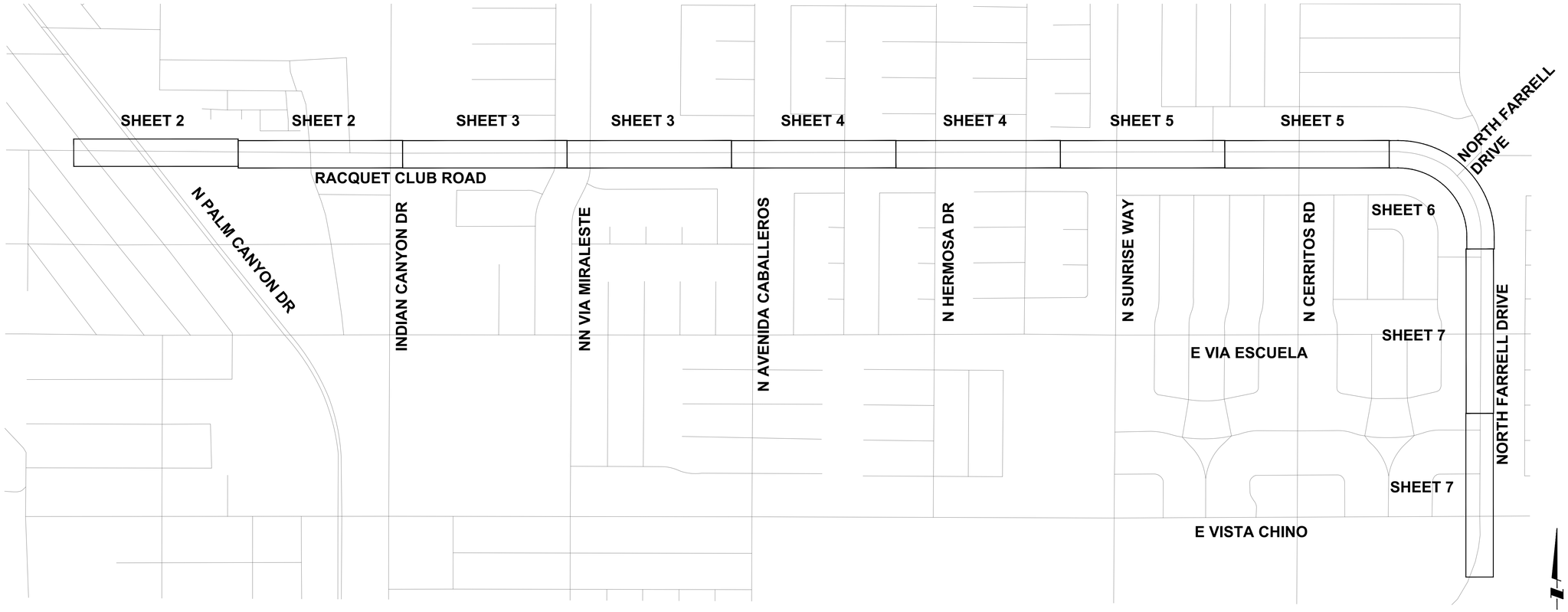
RACQUET CLUB ROAD
(PROJECT #22-21B)

SHEET INDEX

SHT. 1 TITLE SHEET
SHT. 2–7 SIGNING AND STRIPPING



VICINITY MAP
NOT TO SCALE

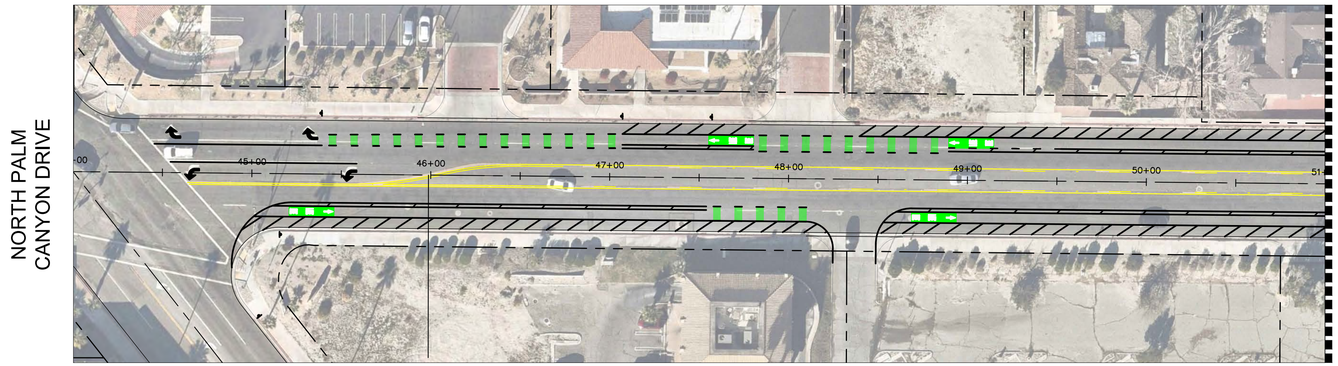


PRELIMINARY
30% CONCEPTUAL DESIGN
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

CITY OF PALM SPRINGS, CALIFORNIA
RACQUET CLUB ROAD
RECONFIGURATION PROJECT

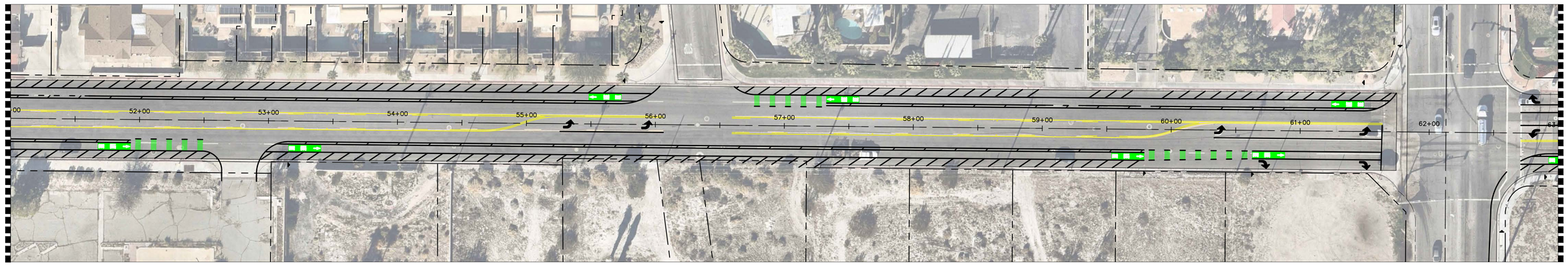
SHEET 1 OF 7

RACQUET CLUB ROAD
EXISTING SPEED LIMIT: 45 MPH



N ZANJERO ROAD

INDIAN CANYON DRIVE



NORTH

GRAPHIC SCALE IN FEET
0 ## ## ##

LEGEND:

- GUTTER
- EXISTING EDGE OF PAVEMENT
- CURB
- EXISTING RED CURB
- PROPOSED RED CURB
- EXISTING RED CURB TO BE REMOVED
- EXISTING STRIPING TO BE REMOVED
- EXISTING STRIPING TO REMAIN
- PROPOSED STRIPING
- Ⓢ SIGNALIZED INTERSECTION

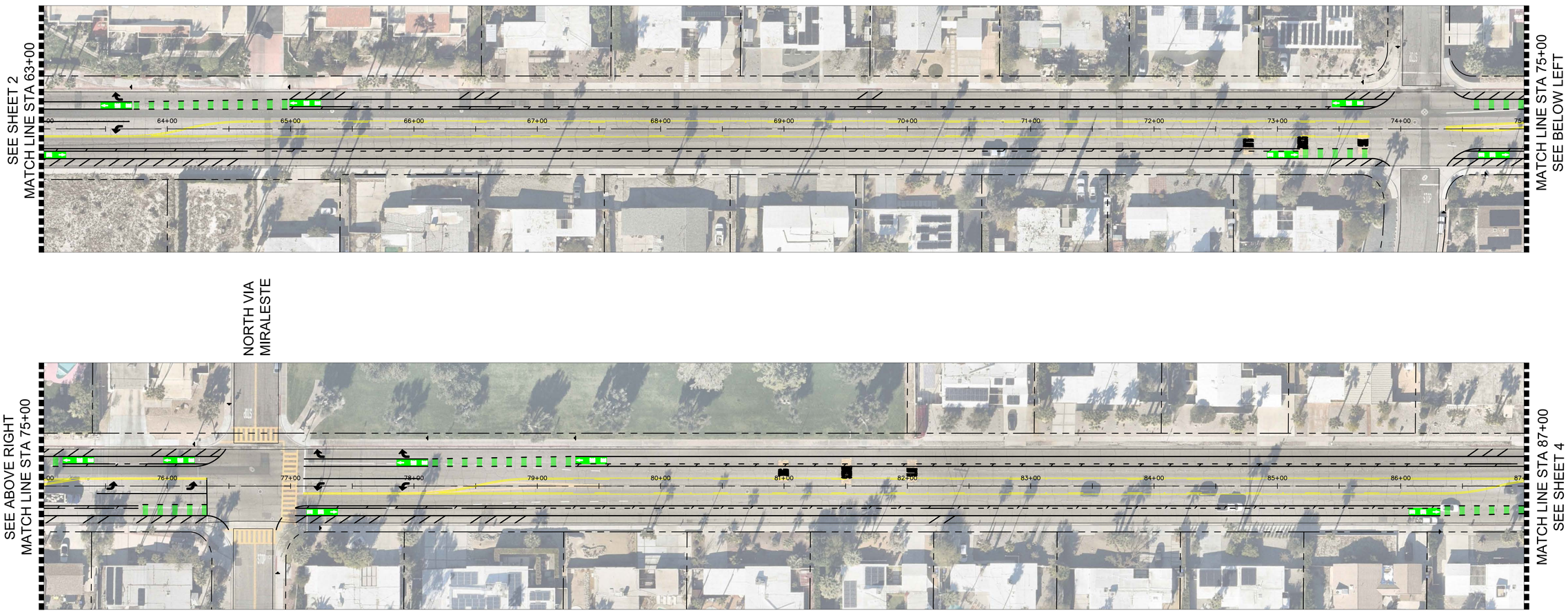
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FOR REVIEW ONLY
NOT FOR CONSTRUCTION

CITY OF PALM SPRINGS, CALIFORNIA

RACQUET CLUB ROAD RECONFIGURATION PROJECT

SHEET 2 OF 7

RACQUET CLUB ROAD
EXISTING SPEED LIMIT: 45 MPH



LEGEND:

- GUTTER
- EXISTING EDGE OF PAVEMENT
- CURB
- EXISTING RED CURB
- PROPOSED RED CURB
- EXISTING RED CURB TO BE REMOVED
- EXISTING STRIPING TO BE REMOVED
- EXISTING STRIPING TO REMAIN
- PROPOSED STRIPING
- Ⓢ SIGNALIZED INTERSECTION

PRELIMINARY

30% CONCEPTUAL DESIGN

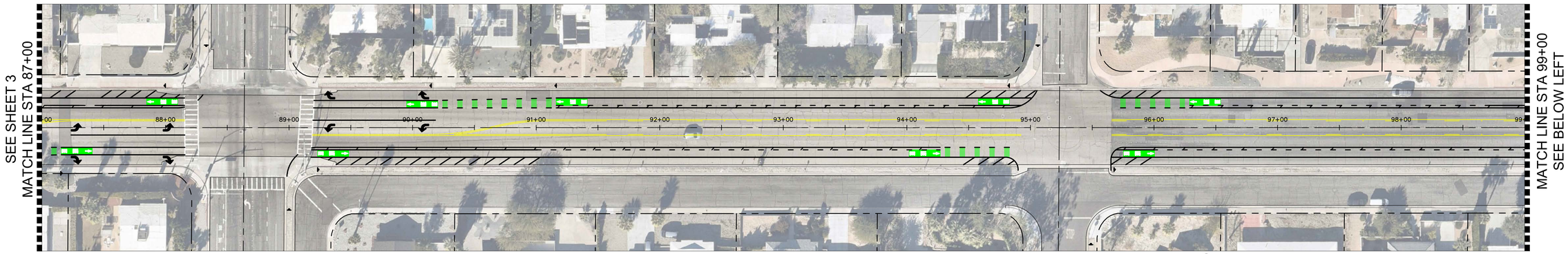
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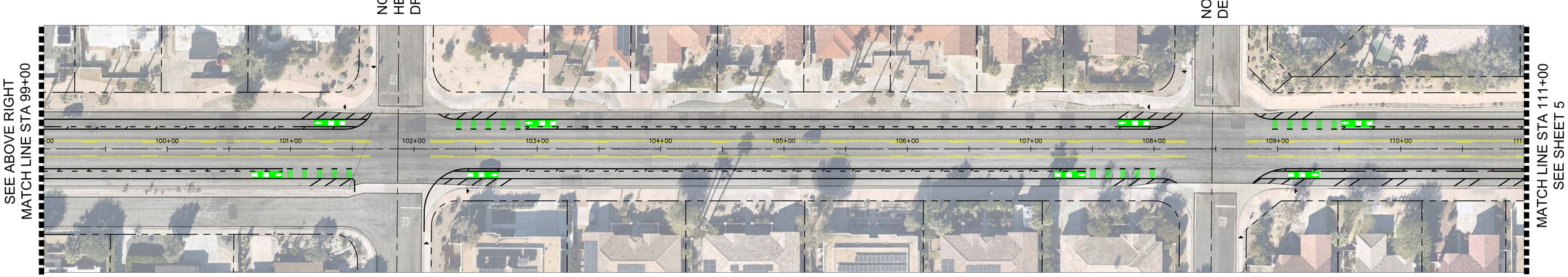
CITY OF PALM SPRINGS, CALIFORNIA

RACQUET CLUB ROAD RECONFIGURATION PROJECT

SHEET 3 OF 7

RACQUET CLUB ROAD
EXISTING SPEED LIMIT: 45 MPH





NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND:

- GUTTER
- EXISTING EDGE OF PAVEMENT
- CURB
- EXISTING RED CURB
- PROPOSED RED CURB
- EXISTING RED CURB TO BE REMOVED
- EXISTING STRIPING TO BE REMOVED
- EXISTING STRIPING TO REMAIN
- PROPOSED STRIPING
- Ⓢ SIGNALIZED INTERSECTION

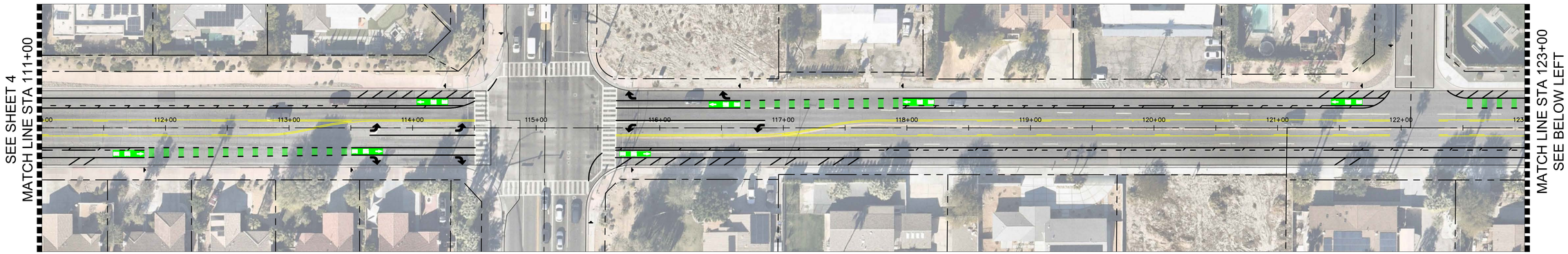
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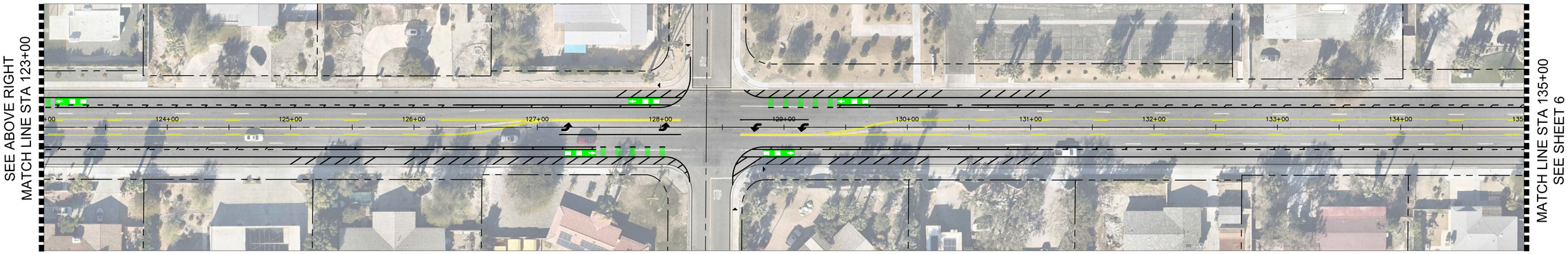
CITY OF PALM SPRINGS, CALIFORNIA

RACQUET CLUB ROAD RECONFIGURATION PROJECT

SHEET 4 OF 7

RACQUET CLUB ROAD
EXISTING SPEED LIMIT: 45 MPH





NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND:

- GUTTER
- EXISTING EDGE OF PAVEMENT
- CURB
- EXISTING RED CURB
- PROPOSED RED CURB
- EXISTING RED CURB TO BE REMOVED
- EXISTING STRIPING TO BE REMOVED
- EXISTING STRIPING TO REMAIN
- PROPOSED STRIPING
- SIGNALIZED INTERSECTION

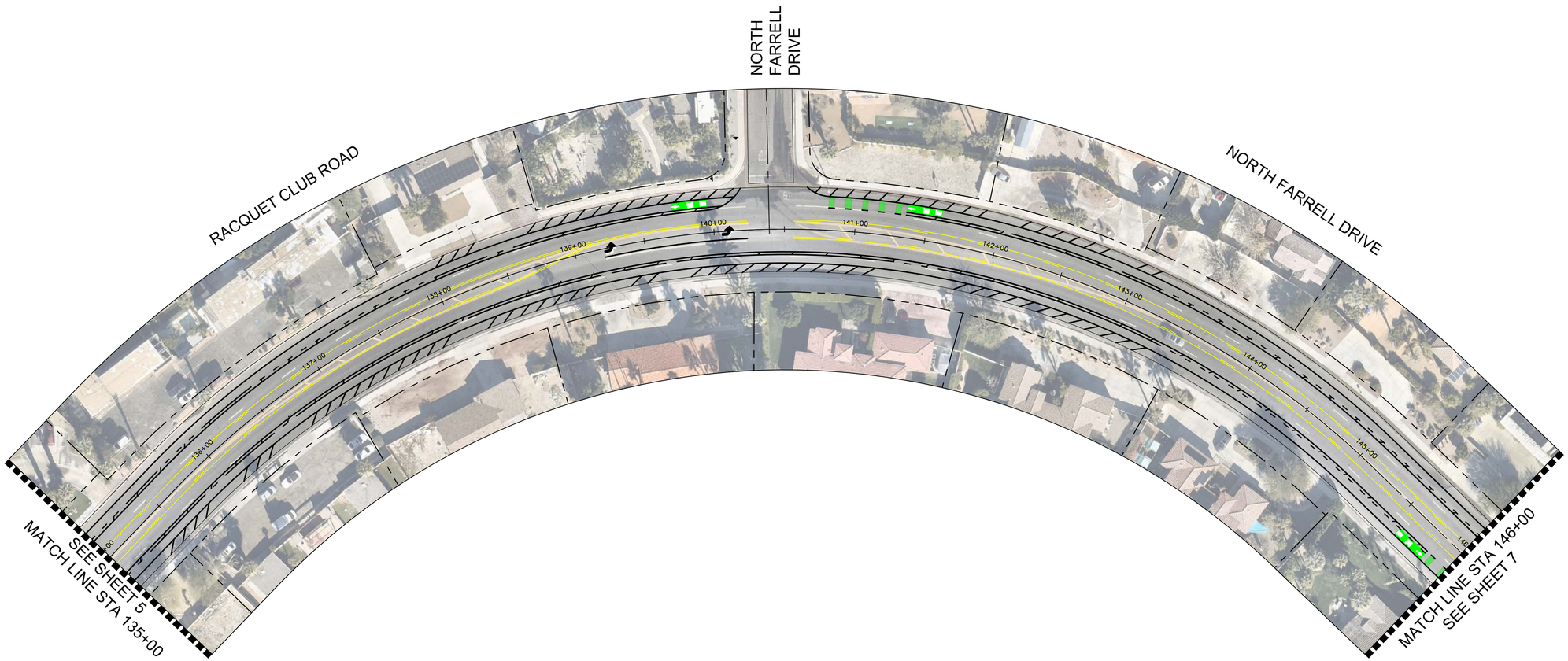
PRELIMINARY
30% CONCEPTUAL DESIGN
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

CITY OF PALM SPRINGS, CALIFORNIA

RACQUET CLUB ROAD RECONFIGURATION PROJECT

SHEET 5 OF 7

RACQUET CLUB ROAD/NORTH FARRELL DRIVE
EXISTING SPEED LIMIT: 45 MPH



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND:

- GUTTER
- EXISTING EDGE OF PAVEMENT
- CURB
- EXISTING RED CURB
- PROPOSED RED CURB
- EXISTING RED CURB TO BE REMOVED
- EXISTING STRIPING TO BE REMOVED
- EXISTING STRIPING TO REMAIN
- PROPOSED STRIPING
- Ⓢ SIGNALIZED INTERSECTION

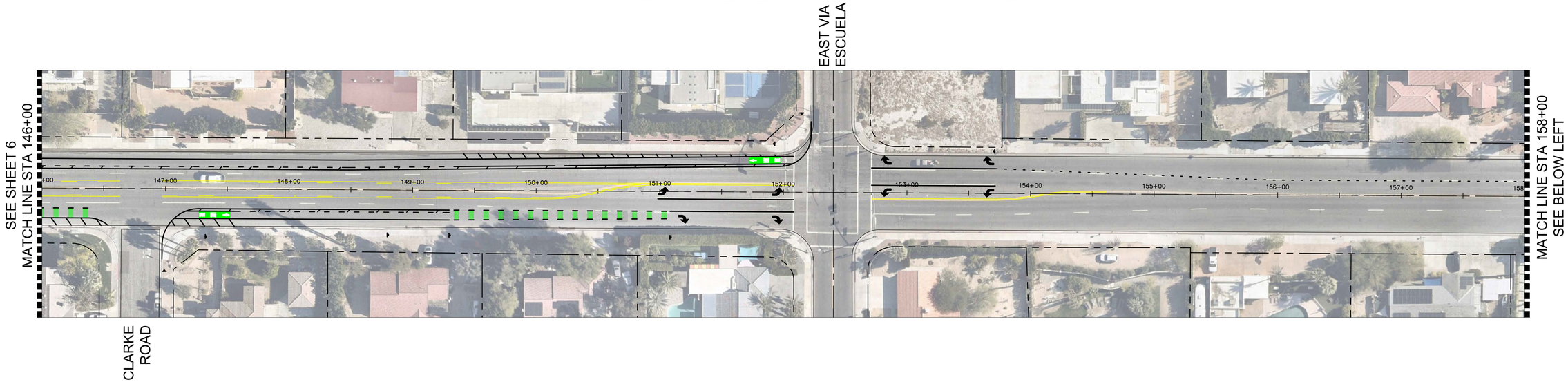
PRELIMINARY
30% CONCEPTUAL DESIGN
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

CITY OF PALM SPRINGS, CALIFORNIA

RACQUET CLUB ROAD RECONFIGURATION PROJECT

SHEET 6 OF 7

RACQUET CLUB ROAD
EXISTING SPEED LIMIT: 45 MPH





NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND:

- GUTTER
- EXISTING EDGE OF PAVEMENT
- CURB
- EXISTING RED CURB
- PROPOSED RED CURB
- EXISTING RED CURB TO BE REMOVED
- EXISTING STRIPING TO BE REMOVED
- EXISTING STRIPING TO REMAIN
- PROPOSED STRIPING
- Ⓢ SIGNALIZED INTERSECTION

PRELIMINARY
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CITY OF PALM SPRINGS, CALIFORNIA
RACQUET CLUB ROAD RECONFIGURATION PROJECT

SHEET 7 OF 7

The Racquet Club Road Project will introduce Class II bicycle facilities and a sidewalk gap closure along Racquet Club Road and Farrell Drive from N Palm Canyon Drive to Via Escuela. The proposed reconfiguration reallocates existing right-of-way from travel lanes to install a bike lane on both sides of the road beside a two-foot buffer. Additionally, it would add a twelve-foot center turn lane and convert one travel lane in each direction into a dedicated curb-side parking lane.

As the Project would be conducted within the existing right-of-way and consists of bicycle facilities and sidewalk improvements, the Project would meet the criteria consistent with a Class 1 Categorical Exemption as set forth in CEQA Guidelines Section 15301(c).

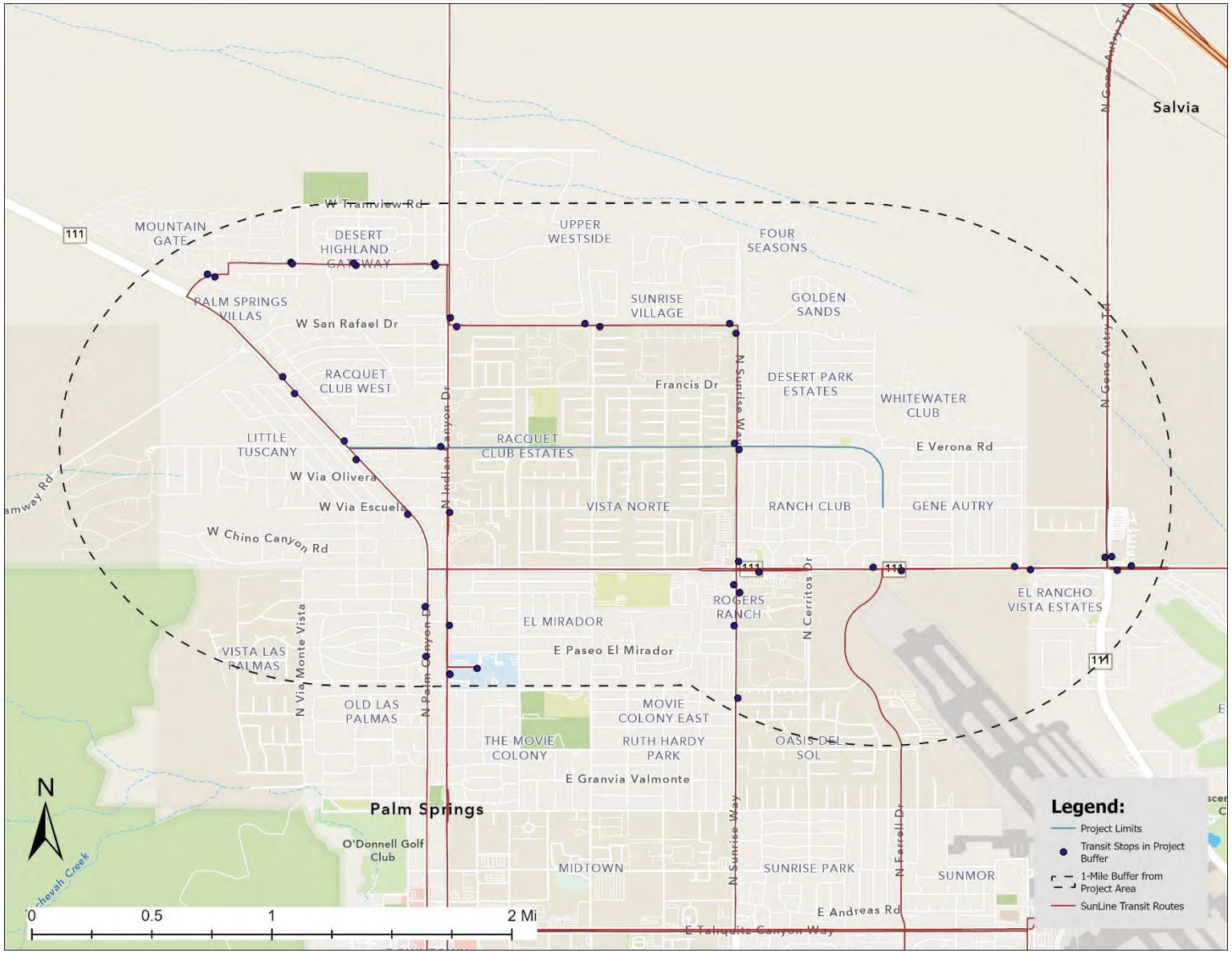


Figure 7: Transit Stops within 1 Mile of Project

Table 2: Transit Service through Study Area

Route	Streets Served in Project Area	Destinations
1WV	Vista Chino N Palm Canyon Drive Indian Canyon Drive	Palm Canyon at Stephens in Palm Springs to Town Center at Hahn in Rancho Mirage
2	Gene Autry Trail E Vista Chino S Sunrise Way	West at Pierson in Desert Hot Springs to B St at Buddy Rogers in Cathedral City
4	E Vista Chino N Sunrise Way E San Rafael Drive Indian Canyon Drive Rosa Parks Road N Palm Canyon Drive W Racquet Club Road	Town Center at Hahn in Rancho Mirage to El Cielo and E Baristo road near Palm Springs Intl. Airport in Palm Springs
Tripper 200	Ramon Road S Palm Canyon Drive	West at First in Desert Hot Springs to Farrell and E Baristo in Palm Springs



Figure 8: Example Conceptual Cross Section Options Presented on September 18th, 2024

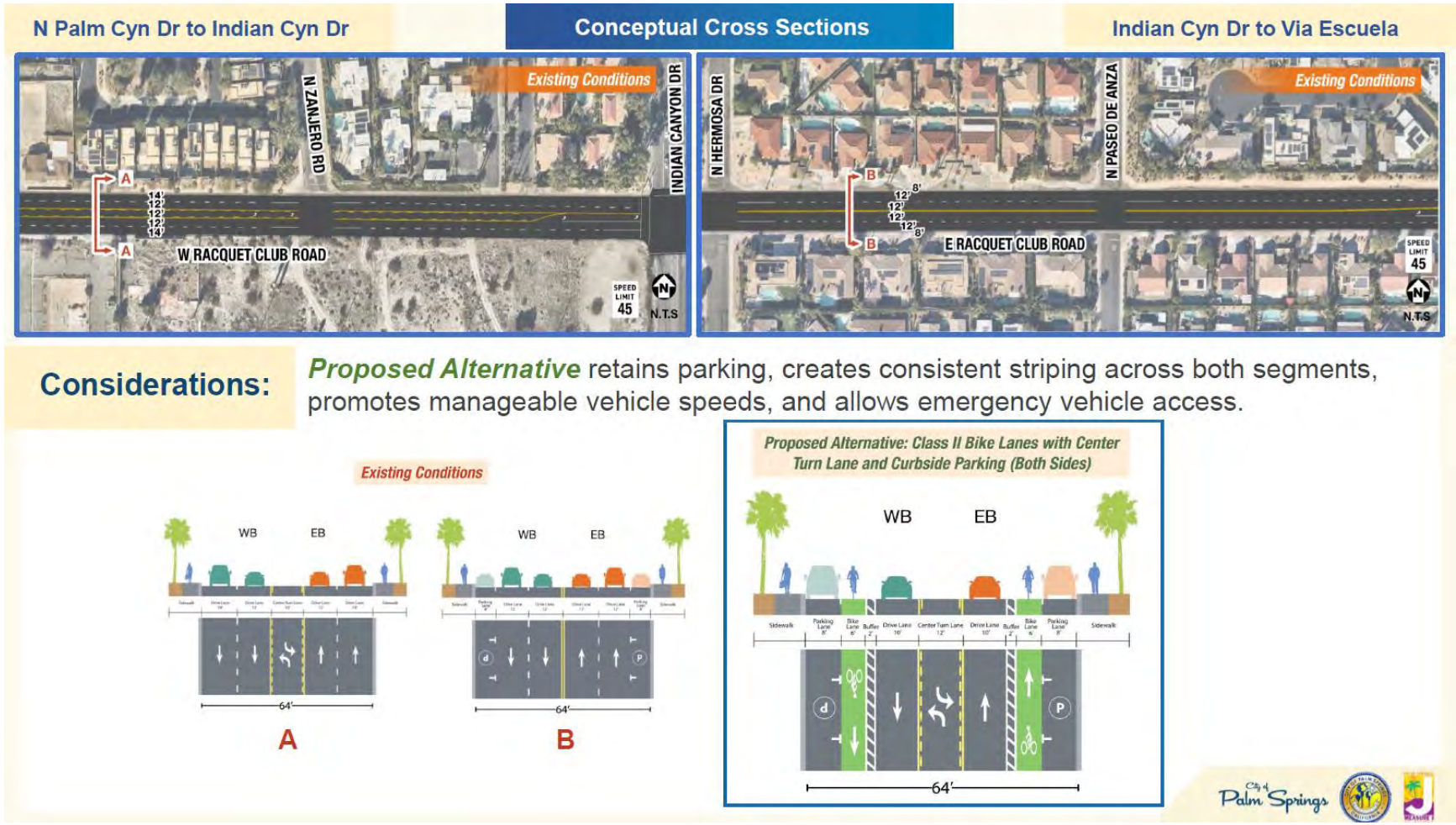


Figure 9: Proposed Alternative Presented on February 25th, 2025

City of Palm Springs

4/23/2025

Racquet Club Road Reconfiguration

Opinion of Probable Construction Cost

Bid Item Totals

BASE BID TOTAL PER LOCATION	TOTAL COST
Racquet Club Road Reconfiguration	$1,038,000
BASE BID SUB TOTAL	**$1,038,000**
CONTINGENCY (20%)	**$207,600**
TOTAL	**$1,245,600**

Figure 10: Engineer's Estimate

DESCRIPTION	UNIT	COST FACTOR	QUANTITY (EACH)	TOTAL
Remove Existing Sidewalk	SY	$80.00	233	$18,667
Construct New Curb & Gutter	LF	$90.00	450	$40,500
Construct Concrete Sidewalk (Width Per Plan)	SF	$25.00	2500	$62,500
Furnish and Install Complete Curb Ramp	EA	$10,000.00	1	$10,000
			Civil Total	**$131,667**

DESCRIPTION	UNIT	COST FACTOR	QUANTITY (EACH)	TOTAL
Furnish and Install Sign and Post	EA	$500.00	70	$35,000
Install Traffic Stripe Detail 9 Per Caltrans Standard Plans	LF	$5.00	3790	$18,950
Install Traffic Stripe Detail 22 Per Caltrans Standard Plans	LF	$5.00	1550	$7,750
Install Traffic Stripe Detail 27B Per Caltrans Standard Plans	LF	$5.00	17740	$88,700
Install Traffic Stripe Detail 29 Per Caltrans Standard Plans	LF	$5.00	1230	$6,150
Install Traffic Stripe Detail 32 Per Caltrans Standard Plans	LF	$5.00	7350	$36,750
Install Traffic Stripe Detail 37B Per Caltrans Standard Plans	LF	$5.00	90	$450
Install Traffic Stripe Detail 38 Per Caltrans Standard Plans	LF	$5.00	1750	$8,750
Install Traffic Stripe Detail 39 Per Caltrans Standard Plans	LF	$5.00	24170	$120,850
Install Traffic Stripe Detail 39A Per Caltrans Standard Plans	LF	$5.00	13670	$68,350
Install 12" White Diagonals. Location per Plan	LF	$5.00	7870	$39,350
Install 4' Green-Colored Pavement Marking	SF	$17.00	6120	$104,040
Install Green-Colored Bike Lane Pavement Marking	SF	$17.00	8550	$145,350
Install 12" White Stop Bar Bar Per City Standard 625	LF	$10.00	70	$700
Install Pavement Marking Type IV (L) Arrow Per Caltrans Standard Plans A24A	EA	$250.00	30	$7,500
Install Pavement Marking Type IV (R) Arrow Per Caltrans Standard Plans A24A	EA	$250.00	21	$5,250
Install Pavement Marking XING Per Caltrans Standard Plans A24D	EA	$250.00	2	$500
Install Pavement Marking SCHOOL Per Caltrans Standard Plans A24D	EA	$250.00	2	$500
Install Pavement Marking CROSSING Per Caltrans Standard Plans A24D	EA	$250.00	2	$500
Install Pavement Marking Bike Lane Arrow per Caltrans Standard Plans A24A	EA	$250.00	57	$14,250
Install Pavement Marking BIKE per Caltrans Standard Plans A24D	EA	$250.00	57	$14,250
Install Pavement MarkingLANE per Caltrans Standard Plans A24D	EA	$250.00	57	$14,250
Remove Pavement Markings	LS	$5,000.00	1	$5,000
Remove Pavement Striping	LS	$5,000.00	1	$5,000
			Signing and Striping Total	**$748,140**

SUMMARY

Civil Total	131,667
Signing and Striping Total	748,140
Project Subtotal	880,000
Clearing and Grubbing (3%)	26,000
Traffic Control (5%)	44,000
Mobilization (10%)	88,000
Total	1,038,000

TOTAL CONSTRUCTION COST ESTIMATE **1,038,000**

Figure 10: Engineer's Estimate Detailed

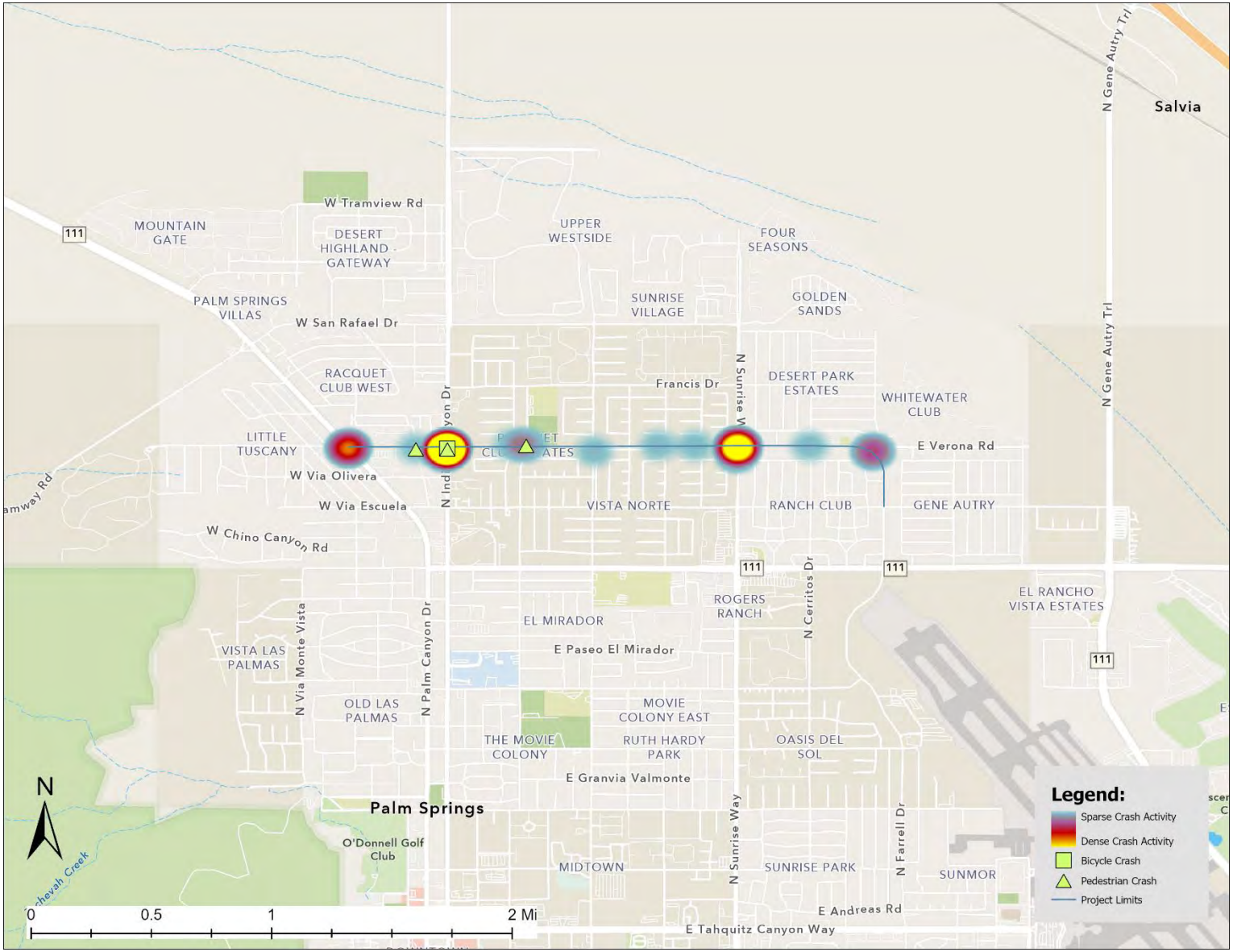


Figure 3: Crashes along South Palm Canyon Drive (2014-2023)

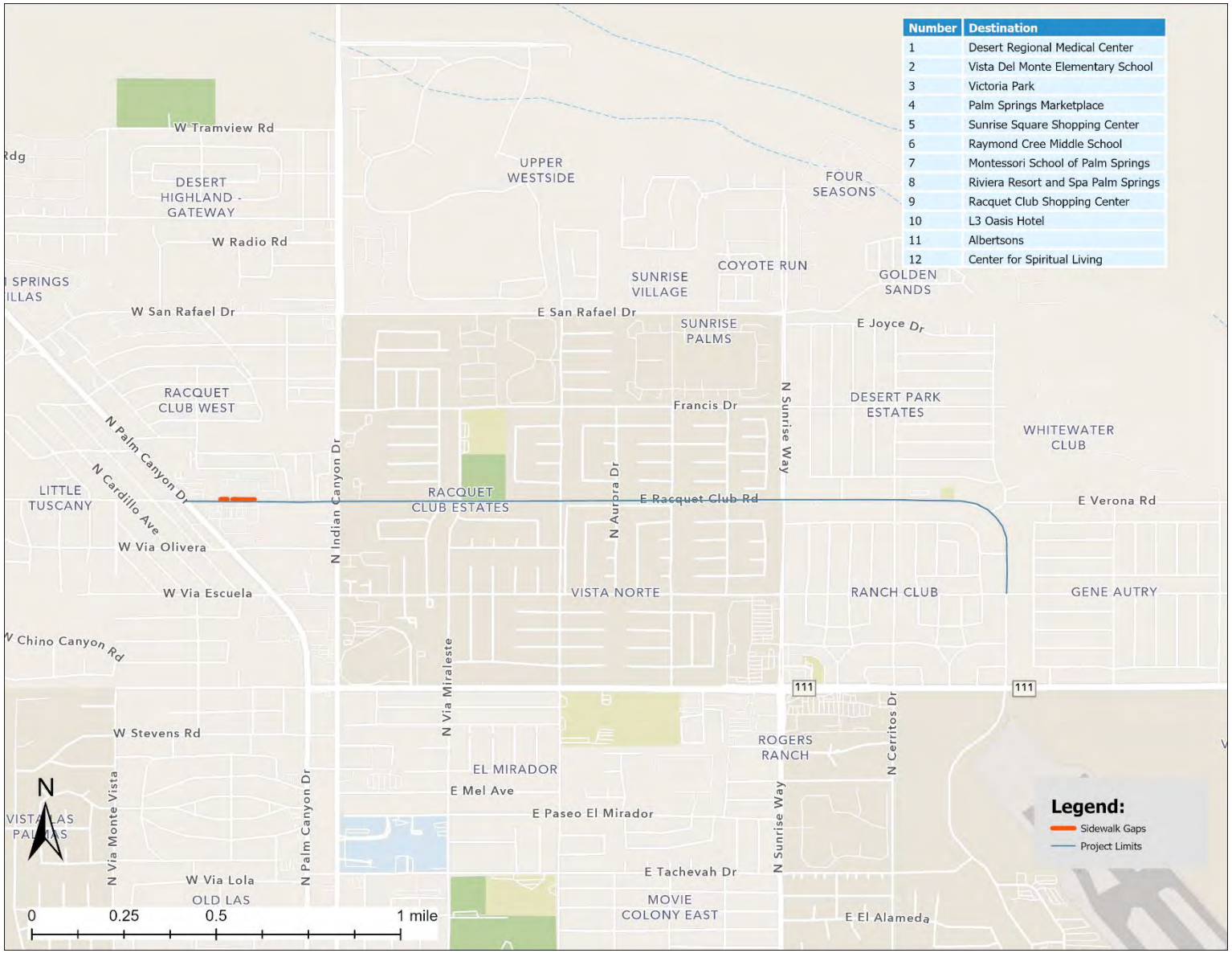


Figure 4: Sidewalk Gaps Along South Palm Canyon Drive

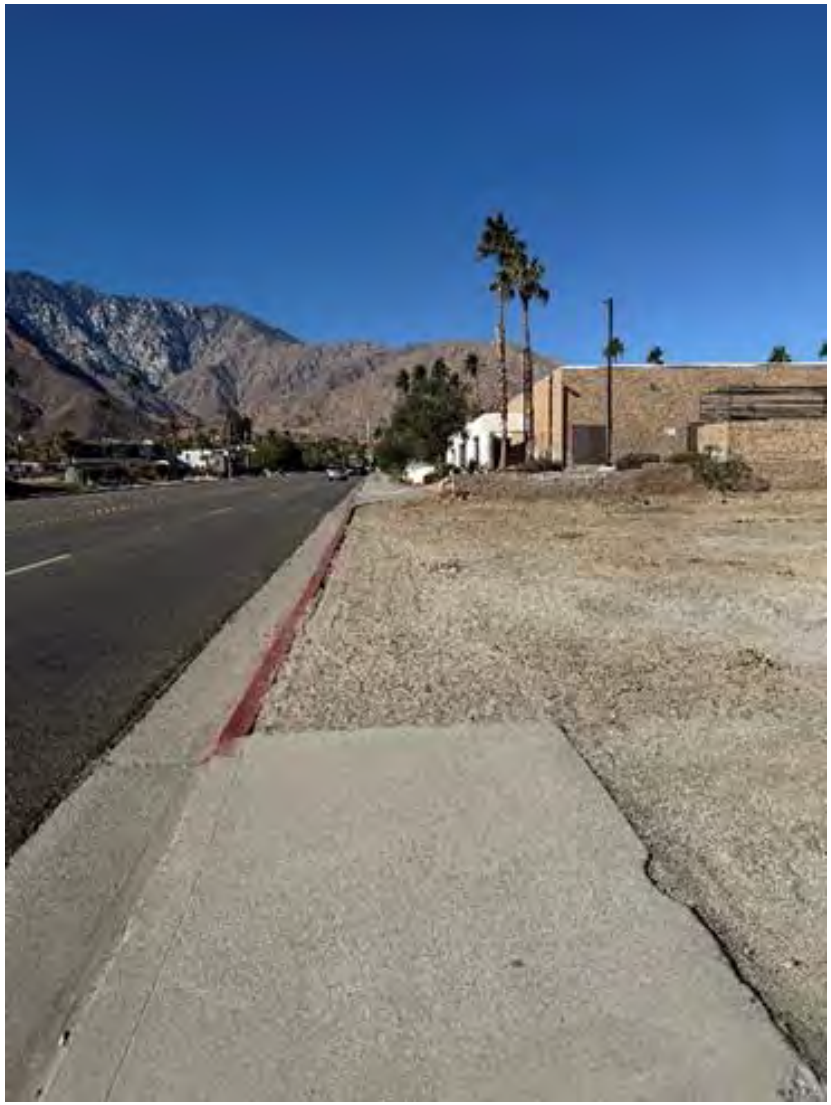


Figure 5: Sidewalk Gap Located by Racquet Club Center Driveway



Figure 6: Sidewalk Gap Located along 360, 344, and 320 Racquet Club Road

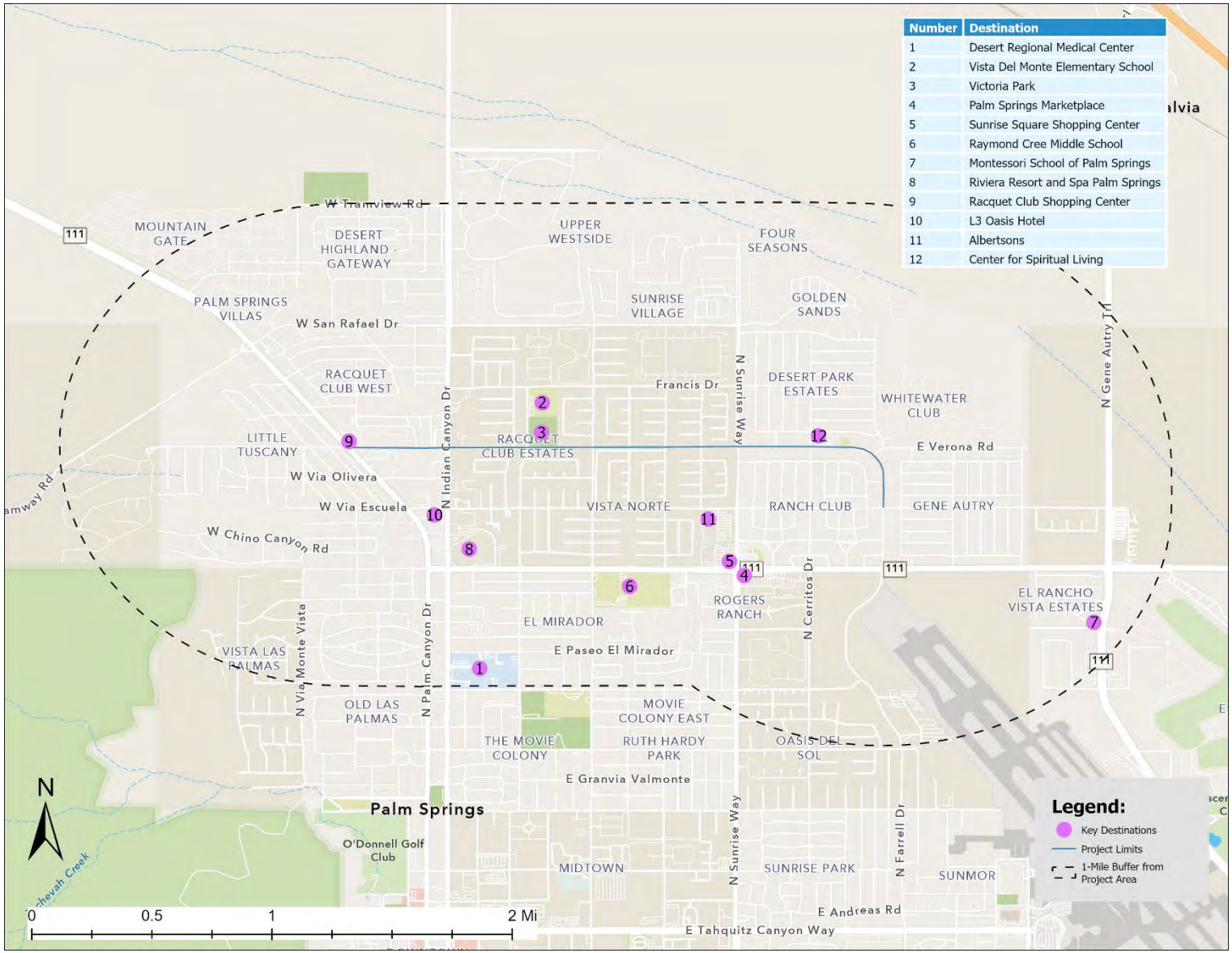


Figure 2: Key Destinations near Project Area

Table 1: Key Project Information

Item	Quantity or Description
Project Cost	$1,519,100
Destinations Served	12
Number of Crashes (2014-2023)	65
Fatal or Severe Injury Crashes (2014 – 2023)	7
Bicycle Crashes (2014 – 2023)	1
Pedestrian Crashes (2014 – 2023)	3
Bus Routes Served	4 (1WV, 2, 4, 200Tripper)
Bus Stops Served	43

Safety Countermeasures	• **Road Reconfiguration (Bike Improvements):**
	  • six-foot bike lane on both sides of the road beside a two-foot striped buffer
	  • twelve-foot center turn lane
	  • convert one travel lane in each direction into a dedicated eight-foot curb-side parking lane
	• **Pedestrian Improvements:**
	  • Sidewalk gap closure and bulb-out near 390 E Racquet Club Road

RACQUET CLUB ROAD
RECONFIGURATION PROJECT

PROJECT OVERVIEW AND LIMITS

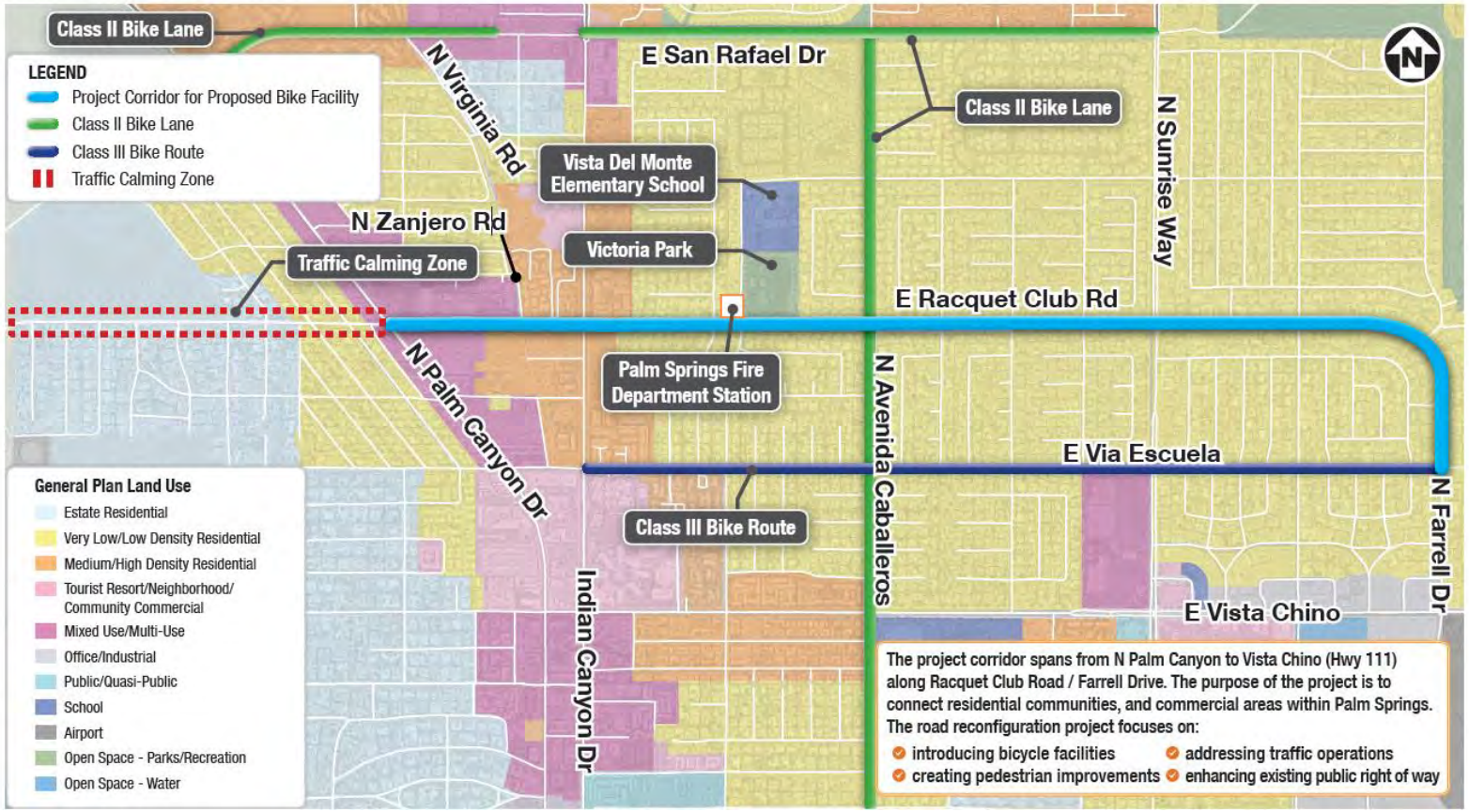


Figure 1: Project Overview and Limits

ATTACHMENT 2

(PROGRAM POLICIES)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES

Transportation Development Act Policies

1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
2. If a project cannot be fully funded, RCTC may recommend partial funding for award. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.
3. Agencies awarded funds will not be reimbursed for any project cost overruns.
4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion. Claims need to

include: the claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), and photographs of the completed project.

5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio as presented in the application.
6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.
13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.
16. Awarded agencies can commence reimbursable project activities on July 1 of the Call

for Project fiscal year cycle. E.g.: for FY 25/26 Call for Projects, reimbursable work starts on July 1, 2025.

17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 25/26 Call for Projects, MOUs must be executed by October 1, 2025