



City Council Staff Report

Date: June 17, 2015

CONSENT CALENDAR

Subject: APPROVAL OF AN AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT NO. ML14011, AS AMENDED, IN THE AMOUNT OF \$158,000 WITH THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT FOR INSTALLATION OF BICYCLE RACKS AND IMPLEMENTATION OF A BICYCLE OUTREACH AND EDUCATION PROGRAM.

From: David H. Ready, City Manager

Initiated by: Office of the City Manager

SUMMARY

The Office of Sustainability received three grants totaling \$79,000 for installation of bicycle racks and implementation of a bicycle outreach and education program through the South Coast Air Quality Management District (AQMD) through its Assembly Bill 2766 / Mobile Source Air Pollution Reduction Review Committee (AB2766/MSRC) Local Government Match Program. This Program requires a match of local funds, and the City's grant application identified an equal match of \$79,000 towards the total AQMD grant. Ratification of the grant contract, and its amendments, is required.

RECOMMENDATION:

1. Ratify approval of an AB2766/MSRC Local Government Match Program Contract No. ML14011 with South Coast Air Quality Management District, as amended, in the amount of \$158,000 (\$79,000 AQMD Grant / \$79,000 Local Funding) for installation of bicycle racks and implementation of a bicycle outreach and education program;
2. Ratify expenditure of local matching funds in the amount of \$79,000 from previously budgeted funds appropriated in the Sustainability Fund (Fund 138); and
3. Authorize the City Manager to execute all necessary documents.

ITEM NO. 22

STAFF ANALYSIS:

The City of Palm Springs adopted a Non-Motorized Transportation Plan (NMTP) in October 2011. Subsequently, the Office of Sustainability has worked with the Non-Motorized Transportation Committee (NMTC) to spearhead many projects to improve bicycle infrastructure and safety, including the installation of additional bicycle parking “corrals” and bicycle racks.

In 2013, the Office of Sustainability submitted various grant applications to AQMD for funding towards installation of bicycle corrals and bicycle racks, and to implement bicycle outreach and education programs. AQMD reviewed and approved the City’s funding requests, awarding a total of \$79,000 to the City with a requirement for equal match of \$79,000 using the City’s local funds. In May 2014, AQMD provided the Office of Sustainability with an AB2766/MSRC Local Government Match Program Contract No. ML14011, to facilitate the City’s award of \$79,000 and the obligation to expend a like amount of \$79,000 with the City’s local funds. Contract No. ML14011 was executed by the Office of Sustainability and AQMD; a copy is included as **Attachment 1**.

On May 7, 2014, the City Council approved the installation of three new bicycle corrals at various locations in the Uptown and Downtown business districts; budget associated with these improvements was noted as generated in part by the AQMD grant funds awarded to the City through the AB2766/MSRC Local Government Match Program. A copy of the May 7, 2014, staff report is included as **Attachment 2**.

As a result of this program, more than 40 new bicycle racks and four bicycle corrals have been added throughout the City. Bicycle corrals are implemented by converting one or two on-street motor vehicle parking spaces into on-street bicycle parking. Addition of the bicycle corrals provides safer parking options for cyclists. Adding corrals is also in line with an increased interest in bicycle friendly businesses; the bicycle corrals provide an ideal parking solution when faced with an increasing amount of downtown events. Adding bicycle parking encourages bicycling as alternate transportation and results in the City’s goal of reducing greenhouse gas emissions.

In addition a bicycle rack adoption program was created to allow businesses the opportunity to add bicycle parking at no cost. Two annual nighttime bike safety events, Cycledelic, and annual bike to work and bike to school day events are part of the ongoing education and outreach programming conducted by the Office of Sustainability. The office provides helmets, bicycle lights and bike maps at no cost to visitors and residents.

Staff is recommending that the City Council ratify AB2766/MSRC Local Government Match Program Contract No. ML14011, as amended, to allow for a final amendment of Contract No. ML14011 to allow for the purchase of additional bicycle corrals and larger bicycle racks instead of smaller hitches previously allowed under the AQMD grant, using remaining grant funds available.

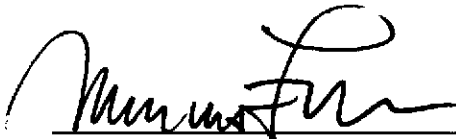
FISCAL IMPACT:

The AB2766/MSRC Local Government Match Program Contract No. ML14011, as amended, awarded by AQMD, provided the City with up to \$79,000 in funding towards bicycle improvements and programs, requiring the City's commitment of similar funds. The 2014/15 Fiscal Year budget previously appropriated funding as part of the Sustainability Fund (Fund 138) towards various grant programs, including the AQMD grant. Sufficient funding was budgeted and available to implement the grant.

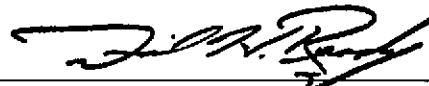
SUBMITTED

Prepared by:

Approved by:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

1. AB2766/MSRC Local Government Match Program Contract No. ML14011
2. May 7, 2014, staff report

ATTACHMENT 1



Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

21865 Copley Drive
Diamond Bar
CA 91765
909.396.3269
fax 909.396.3682

February 13, 2014

Michele Mician
Manager, Office of Sustainability
City of Palm Springs
3200 E. Tahquitz Way
Palm Springs, CA 92263-2743

Subject: MSRC Proposal #PA2014-04-33
Funding for Bicycle Infrastructure

Dear Ms. Mician:

The South Coast Air Quality Management District Governing Board approved funding for your project on February 7, 2014. Congratulations on the success of your MSRC proposal and subsequent award of funds in the amount of \$14,000.

At this time we would appreciate the City's input as to the number of contracts to address the projects for which the MSRC has awarded FYs 2012-14 Local Government Match Program funding. Is the City amenable to a single contract?

I look forward to working with you.

Sincerely,



Cynthia Ravenstein
MSRC Contracts Administrator
cynthia@cleantransportationfunding.org
909-396-3269



Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

21865 Copley Drive
Diamond Bar
CA 91765
909.396.3269
fax 909.396.3682

December 13, 2013

Michele Mician
Office of Sustainability Manager
City of Palm Springs
3200 E Tahquitz Way
Palm Springs, CA 92263

Subject: MSRC Proposal #PA2014-14-2
Funding For Bicycle Racks

Dear Ms. Mician:

The South Coast Air Quality Management District Governing Board approved funding for your project on December 6, 2013. Congratulations on the success of your MSRC proposal and subsequent award of funds in the amount of \$40,000.

MSRC staff will contact you with a contract detailing how work, payments, reports, etc., will occur. Generally, you should not start work until a contract has been executed. Any costs incurred prior to contract execution shall be incurred solely at your own risk.

Please note that we need documentation of worker's compensation, general and automobile liability insurance before we can send you a contract for execution. If you have any questions regarding this award of funds or the process that will take place, please contact me at (909) 396-3269.

I look forward to working with you.

Sincerely,



Cynthia Ravenstein
MSRC Contracts Administrator
cynthia@cleantransportationfunding.org



Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

21865 Copley Drive
Diamond Bar
CA 91765
909.396.3269
fax 909.396.3682

December 13, 2013

Michele Mician
Office of Sustainability Manager
City of Palm Springs
3200 E Tahquitz Way
Palm Springs, CA 92263

Subject: MSRC Proposal #PA2014-14-8
Funding For Bicycle Outreach & Education

Dear Ms. Mician:

The South Coast Air Quality Management District Governing Board approved funding for your project on December 6, 2013. Congratulations on the success of your MSRC proposal and subsequent award of funds in the amount of \$25,000.

MSRC staff will contact you with a contract detailing how work, payments, reports, etc., will occur. Generally, you should not start work until a contract has been executed. Any costs incurred prior to contract execution shall be incurred solely at your own risk.

Please note that we need documentation of worker's compensation, general and automobile liability insurance before we can send you a contract for execution. If you have any questions regarding this award of funds or the process that will take place, please contact me at (909) 396-3269.

I look forward to working with you.

Sincerely,



Cynthia Ravenstein
MSRC Contracts Administrator
cynthia@cleantransportationfunding.org



**South Coast
Air Quality Management District**

Contract No. **ML14011A**
Modification

MODIFICATION TO CONTRACT

This modification consists of 3 pages.

1. RECITALS

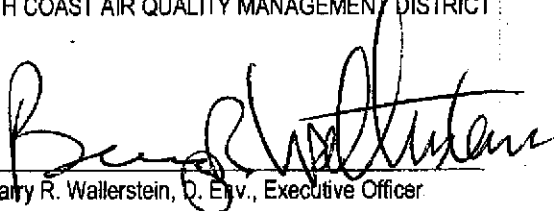
- A. The South Coast Air Quality Management District (hereinafter "SCAQMD") and the City of Palm Springs (hereinafter "CONTRACTOR") have previously executed a Contract No. ML14011 for various bicycle-related projects within the City of Palm Springs.
- B. CONTRACTOR has indicated that the parking installation is costing less than originally anticipated, and as a result can install more parking spaces at no additional cost. CONTRACTOR has also requested greater flexibility in selecting the mix of specific parking types. SCAQMD concurs with CONTRACTOR's requests. Therefore, a modification to this Contract is necessary to modify the work.

2. MODIFICATION - The parties therefore agree to modify the existing Contract, at no additional cost to SCAQMD, as follows:

- A. Attachment 1A - Statement of Work, attached hereto and included herein by this reference, supersedes the original Statement of Work and any modifications thereof.
- B. All other provisions of the above-referenced Contract shall remain in full force and effect.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF PALM SPRINGS

By: 
 Barry R. Wallerstein, D. Env., Executive Officer

By: _____
 Name: _____
 Title: _____

Date: 4/18/2015

Date: _____

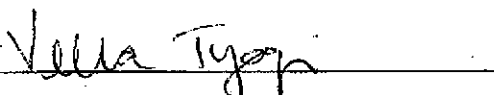
ATTEST:

By: _____

APPROVED AS TO FORM:
 Kurt R. Wiese, General Counsel

APPROVED AS TO FORM:

By: _____

By: 

//Modification
 Revised September 18, 2013

**Attachment 1A
Statement of Work
City of Palm Springs
Contract Number ML14011A**

1. Project

- A. The City of Palm Springs (hereinafter referred to as "CONTRACTOR") is to Install a combination of bicycle corrals (each of which accommodates 10 bicycles) and racks (each of which accommodates 1 or 2 bicycles) such that a minimum of 154 bicycle parking spaces are provided and racks as follows: ~~3 on street corrals (each of which accommodates 10 bicycles), 25 sidewalk "bike-shaped" racks (each of which accommodates 2 bicycles), and 30 sidewalk "hitch-shaped" racks (each of which accommodates 1 bicycle).~~ CONTRACTOR shall notify SCAQMD staff of specific locations selected.
- B. CONTRACTOR shall also develop and implement a bicycle outreach and education program, producing and distributing or installing as appropriate:
- i. At least 20,000 maps of local bike trails;
 - ii. At least 400 bicycle bells;
 - iii. At least 500 glow sticks;
 - iv. At least 100 t-shirts;
 - v. At least 25 guide books for local businesses; and
 - vi. "Share Our Streets" and "Same Road, Same Rules" banners for downtown light posts (to be displayed for the duration of the project, whenever not pre-empted by other events), as well as shorter-term banners advertising specific Bike Month events, for a total of at least 10 banners.

CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the bicycle infrastructure installations and education program. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until all bicycle infrastructure improvements and education program are complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and

**Attachment 1A
Statement of Work
City of Palm Springs
Contract Number ML14011A**

b) a detailed discussion of the results and conclusions of this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future bicycle transportation projects.

4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Award contracts for education program	Month 7
Finalize locations for racks and corrals	Month 7
Order bicycle racks and corrals	Month 8
Distribute educational materials and install banners	Month 9
Submit Public Outreach Plan	Month 10
Complete installation of bicycle racks and corrals	Month 14
Implement Public Outreach Plan	Month 16
Quarterly reports	Months 4, 7, 10 and 13
Final Report	Month 17



AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Palm Springs (hereinafter referred to as "CONTRACTOR") whose address is 3200 E. Tahquitz Way, Palm Springs, California 92263-2743.
2. **RECITALS**
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application dated October 14, 2013.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. **DMV FEES** - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. **AUDIT AND RECORDS RETENTION**
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for nineteen (19) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- B. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and

understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. **INSURANCE** - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
 - A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
 - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
 - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
11. **INDEMNIFICATION** - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
12. **DISCLAIMER OF WARRANTY** - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.
13. **PAYMENT**
 - A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Seventy Nine Thousand Dollars (\$79,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
 - B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.

- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 - 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 - 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 - 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
14. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
15. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be

retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

16. **NOTICES** - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:
City of Palm Springs
3200 E. Tahquitz Way
Palm Springs, California 92263-2743
Attn: Michele Mician, email: Michele.Mician@palm Springsca.gov

17. **INDEPENDENT CONTRACTOR** - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
18. **SUBCONTRACTOR APPROVAL** - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

19. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
20. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
21. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
22. ASSIGNMENT AND TRANSFER OF EQUIPMENT
- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**
23. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms,

covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

24. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
25. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
26. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
27. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
28. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
29. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
30. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
31. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
32. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
33. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any

party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.


- 34. **AUTHORITY** - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF PALM SPRINGS

By: 
 Dr. William A. Burke, Chairman, Governing Board

By: 
 Name: Michele Mican
 Title: Sustainability Manager


Date: 6/13/14

Date: 5/29/14

ATTEST:
 Saundra McDaniel, Clerk of the Board

By: 

APPROVED AS TO FORM:
 Kurt R. Wiese, General Counsel

By: 

//MSRC Master Boilerplate
 Revised April 10, 2014

**Attachment 1
Statement of Work
City of Palm Springs
Contract Number ML14011**

1. Project

- A. The City of Palm Springs (hereinafter referred to as "CONTRACTOR") is to install bicycle corrals and racks as follows: 3 on-street corrals (each of which accommodates 10 bicycles), 25 sidewalk "bike-shaped" racks (each of which accommodates 2 bicycles), and 30 sidewalk "hitch-shaped" racks (each of which accommodates 1 bicycle). CONTRACTOR shall notify SCAQMD staff of specific locations selected.
- B. CONTRACTOR shall also develop and implement a bicycle outreach and education program, producing and distributing or installing as appropriate:
- i. At least 20,000 maps of local bike trails;
 - ii. At least 400 bicycle bells;
 - iii. At least 500 glow sticks;
 - iv. At least 100 t-shirts;
 - v. At least 25 guide books for local businesses; and
 - vi. "Share Our Streets" and "Same Road, Same Rules" banners for downtown light posts (to be displayed for the duration of the project, whenever not pre-empted by other events), as well as shorter-term banners advertising specific Bike Month events, for a total of at least 10 banners.

CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the bicycle infrastructure installations and education program. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until all bicycle infrastructure improvements and education program are complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future bicycle transportation projects.

**Attachment 1
Statement of Work
City of Palm Springs
Contract Number ML14011**

4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Award contracts for education program	Month 7
Finalize locations for racks and corrals	Month 7
Order bicycle racks and corrals	Month 8
Distribute educational materials and install banners	Month 9
Submit Public Outreach Plan	Month 10
Complete installation of bicycle racks and corrals	Month 14
Implement Public Outreach Plan	Month 16
Quarterly reports	Months 4, 7, 10 and 13
Final Report	Month 17

**Attachment 2
Payment Schedule
City of Palm Springs
Contract Number ML14011**

Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	CONTRACTOR AB2766 Subvention Funds Applied	Other Funds Applied to Match	Additional Project Co-Funding (not matched)	Total Cost
Install bicycle corrals and racks	\$54,000	\$0	\$54,000	\$0	\$108,000
Implement Bicycle Education Program	\$25,000	\$0	\$25,000	\$0	\$50,000
Totals	\$79,000	\$0	\$79,000	\$0	<u>\$158,000</u>

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. However, reimbursement may be made for corrals and racks even if education program is not yet complete, or vice versa. Proof of completion shall include:

Bicycle Infrastructure

- o Representative photos;
- o a report signed by a responsible official certifying that the bicycle corrals and racks have been installed as described in Attachment 1; and
- o invoice(s) from any subcontractor(s) performing the installations.

Education Program

- o Samples of maps and guide books;
- o Representative photos of installed banners; and
- o Invoice(s) from any subcontractor(s) performing banner installations and distributing materials.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, so that the amount reimbursed to CONTRACTOR shall not exceed the actual amount of other funds applied.

**Attachment 2
Payment Schedule
City of Palm Springs
Contract Number ML14011**

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

ATTACHMENT 2



CITY COUNCIL STAFF REPORT

DATE: May 7, 2014 NEW BUSINESS

SUBJECT: APPROVE PLACEMENT OF THREE BIKE CORRALS IN UPTOWN AND DOWNTOWN

FROM: David H. Ready, City Manager

BY: Office of Sustainability

SUMMARY

The Non-Motorized Transportation subcommittee of the Sustainability Commission recommends city council approval of three sites for downtown and uptown bicycle parking.

RECOMMENDATION

1. Approve the construction of bicycle corral/bicycle parking structures at the Palm Canyon Theater North Parking area, on Palm Canyon's west side in front of the Village Green and on the east side of Palm Canyon in front of Wellwood Murray Library.

BACKGROUND

The City of Palm Springs adopted a Non-Motorized Transportation Plan (NMTP) in October 2011. Since then the Sustainability Commission formed a Non-Motorized Transportation Committee (NMTC) that has spearheaded many projects to improve bicycle infrastructure and safety. The addition of bicycle parking in the form of corrals is consistent with the projects recommended by the NMTC.

An in-street bicycle parking corral ("corral"), also known as "on-street" bicycle parking, is a group of bicycle parking racks placed in the street next to the curb aligned with car parking stalls. Corrals may be prioritized for installation where demand for bike parking is higher than can be accommodated on the sidewalk. Corrals may be installed in other locations based on favorable site-specific circumstances.

Corrals are reserved exclusively for bicycle parking and provide an inexpensive solution for high-volume bicycle parking. Corrals are implemented by converting one or two on-street motor vehicle parking spaces into on-street bicycle parking. Corrals move

bicycles off the sidewalks, leaving more space for pedestrians, sidewalk café tables, etc. Bicycle parking does not block sightlines (as large motor vehicles do), so it may be possible to locate bicycle parking in 'no-parking' zones near intersections and crosswalks. Bicycle corrals may also be located on the sidewalk where roadway paving and development projects allow for large curb extensions into the parking zone.

The three locations proposed by the NMTC have been reviewed by staff from public works and sustainability and have been deemed appropriate locations for bicycle parking. The Library Director has been informed that a bike corral will be placed in front of the Wellwood Library. SunLine transit agency has also been notified of the City's decision to place the bicycle corral parking adjacent to the Village Green location. In addition, the proposed locations were presented to Main Street Association. The Main Street Association members support the addition of corrals and have asked that bike rack colors coordinate to match designations on the Main Street map. The colors are blue in the south district, green in the north district, and orange in the uptown district.

STAFF ANALYSIS

Addition of the bicycle corrals provides safer parking options for cyclists. Adding corrals is also in line with an increased interest in bicycle friendly businesses. The bicycle corrals provide an ideal parking solution when faced with an increasing amount of downtown events. Lastly, the added bicycle corrals will encourage bicycling as alternate transportation and result in the City's goal of reducing greenhouse gas emissions.

Corrals elements include the following:

- Bicycle racks
- Buffers and barriers
- Parking wheel stops
- Delineators (safe-hit posts)
- Optional Striping (8" solid white corral perimeter/4" diagonal white buffer)
- Red curb (external to corral perimeter)
- Signs

Racks, wheel stops, and delineators all feature white reflective tape. The curb adjacent to the corral is to be unpainted (or painted grey). The curb next to the corral is to be painted red. The 2 parking areas on Palm Canyon will have a white "Hatch" pattern w/ bike symbols. On Granvia Valmonte the parking area will have a 20' x 20' green bicycle "Block" with bike symbols.

The installation of a corral prevents City street-sweeping vehicles from accessing the parking lane, therefore the downtown streets staff will need to hand sweep the corral area and dispose of debris, as well as provide any ongoing monitoring of the corral's condition. The placement of bicycle corral parking in the three locations will result in loss of one to two parking spaces at each site.

Wellwood Murray Bicycle Corral – Removal of one parking space. This location is directly in front of the entrance of the Wellwood Murray Library on the east side of Palm Canyon. Total area is 28' total length x 8' total width including 3.5' on each end for entry and exit and bike marking on the pavement. The bicycle corral will account for 21' of the length of total area. Of the 8' in width must allow for 2.5' between curb & bike corral and 3.5' from edge of travel lane to bike corral. The corral will accommodate 10 to 15 bicycles

Village Green – Extension of Red Zone utilized by SunLine Transit Agency. This location is on the corner of Arenas and Palm Canyon on the west side of the street adjacent to the existing SunLine bus stop. Total area is 28' total length x 8' total width including 3.5' on each end for entry and exit and bike marking on the pavement. The bicycle corral will account for 21' of the length of total area. Of the 8' in width must allow for 2.5' between curb & bike corral and 3.5' from edge of travel lane to bike corral. The red zone will be extended to the south and therefore eliminate one parking spot.

Palm Canyon Theater – Removal of two parking spaces. This location is to the north of the Palm Canyon Side lot 22' w x 22' l; (2 parking stalls). This location requires 2.5' from curb length in first stall for entry/exit and 2.5' of the length from the curb for entry/exit and 3.5' at the end of the length nearest the street. This leaves approximately 14' +/- in length for bike corrals.

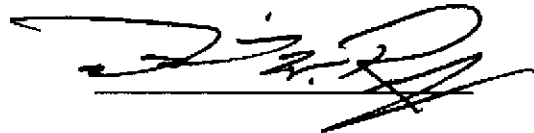
FISCAL IMPACT:

The City received grant funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC) in the amount of \$40,000. These funds are available to use for completion of this project and will adequately cover the costs of the corrals and installation. The cost of the installation of the thermoplastic is \$8,726.28. The cost for the bike corrals is \$1275.00 for one parking space and \$2550.00 for two parking spaces. City staff time will also be logged and reimbursed through the MSRC grant. The total estimated cost for this project is \$25,000 including labor and materials.

Michele Mician,
Sustainability Manager



David H. Ready,
City Manager



Attachments:

1. Award letters from MSRC
2. Power Point Presentation of Bike Corral Diagrams



Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

21865 Copley Drive
Diamond Bar
CA 91765
909.396.3269
fax 909.396.3682

December 13, 2013

Michele Mician
Office of Sustainability Manager
City of Palm Springs
3200 E Tahquitz Way
Palm Springs, CA 92263

Subject: MSRC Proposal #PA2014-14-2
Funding For Bicycle Racks

Dear Ms. Mician:

The South Coast Air Quality Management District Governing Board approved funding for your project on December 6, 2013. Congratulations on the success of your MSRC proposal and subsequent award of funds in the amount of \$40,000.

MSRC staff will contact you with a contract detailing how work, payments, reports, etc., will occur. Generally, you should not start work until a contract has been executed. Any costs incurred prior to contract execution shall be incurred solely at your own risk.

Please note that we need documentation of worker's compensation, general and automobile liability insurance before we can send you a contract for execution. If you have any questions regarding this award of funds or the process that will take place, please contact me at (909) 396-3269.

I look forward to working with you.

Sincerely,



Cynthia Ravenstein
MSRC Contracts Administrator
cynthia@cleantransportationfunding.org

Bike Corral Placement City of Palm Springs



Round Rack

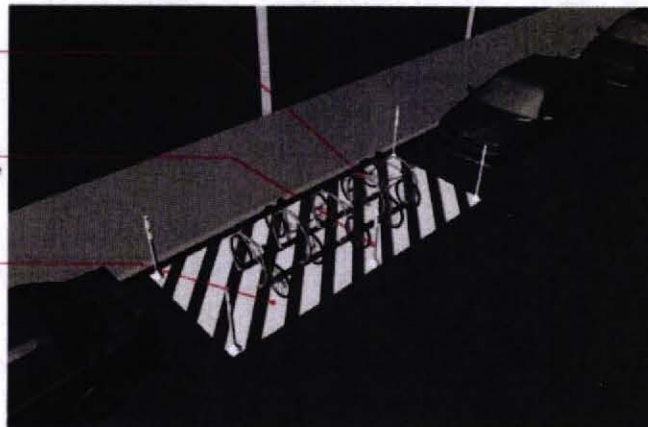
2 bikes per rack x 5 racks = 10 bikes
Mounted on rails or directly into concrete

48" Plastic Tubular Marker

Flexible base mounted directly into concrete
Reflective bands near top

Painted Hatch Pattern

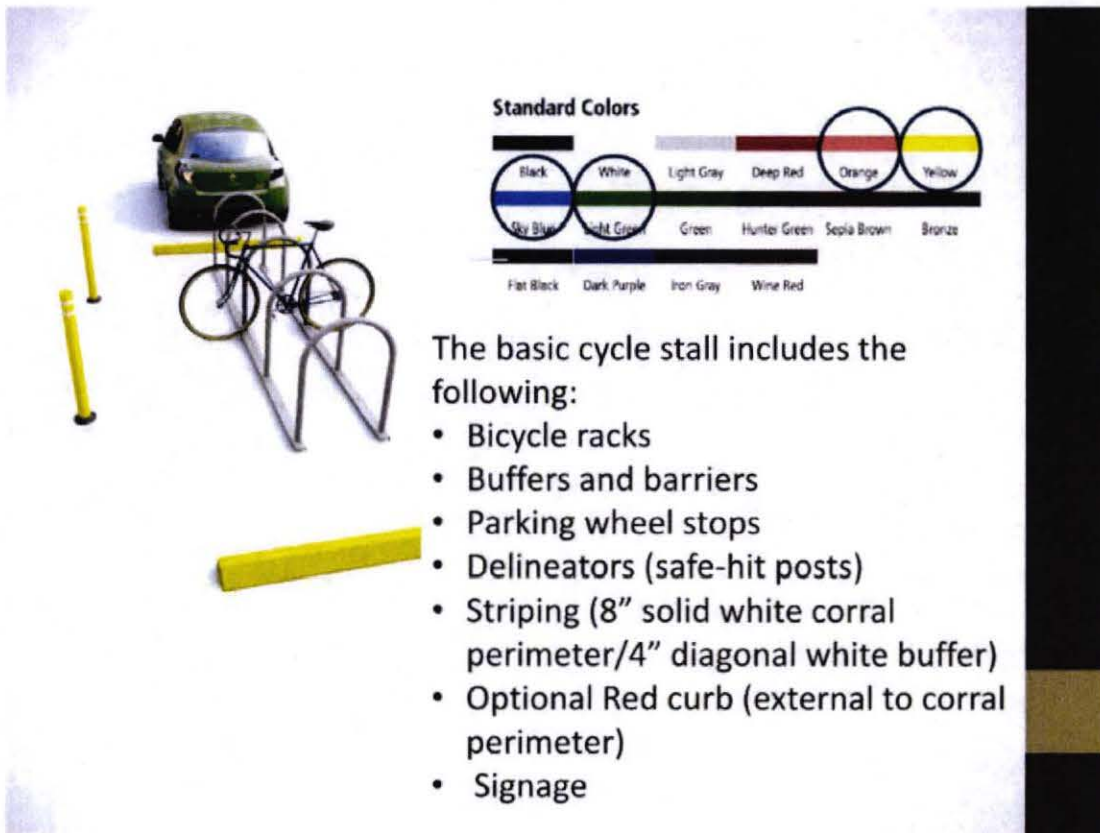
12" wide stripes at 45°
8.5" space between stripes



Cycle Stall Benefits



- Bicycle corrals provide parking for 10 to 15 bicycles in the same space that takes up an average size car parking space
- Encourages Cycling
- Provides safe bicycle parking options



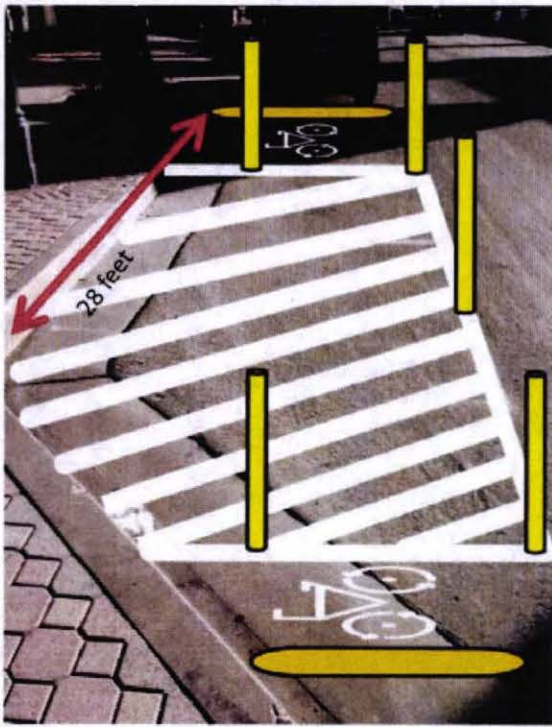
Three Proposed Locations for Bicycle Parking/Corrals

- Welwood Murray – 1 parking space
- Village Green – 1 parking space
- Palm Canyon Theater – 2 parking spaces

Welwood Murray Library Location

- 28' length X 8' width
- Of 28' space 21' for corral
- 3.5' on each end for entry/exit and bike marking on pavement
- Corral is 8' wide requiring 2.5' between curb & bike corral and 3.5' from edge of travel lane to bike corral





**Welwood
Murray**
Removal of One
Parking Spot

Village Green Corral Placement

Location
221 South Palm Canyon Dr.
Palm Springs, CA 92262
(between Arenas and Baristo
Roads on the west side)

- **Currently red striped & used by SunLine for bus stop**
- **City will re-stripe extending red zone by area equal to 1 parking spot**
- **Contacted SunLine regarding removal of one 28' in length area (parking spot) to accommodate the bus stop**
- **Bike Corral placed in North portion of existing Red Zone**
- **Of the 28' space - 21' for the corral**
- **3.5' on each end for entry/exit and bike marking on pavement.**
- **Corral is 8' wide requiring 2.5' between curb & bike corral and 3.5' from edge of travel lane to bike corral**

Village Green



New Bike Corral
Location 28' long
and 8' wide

28' feet of the Loading
Zone to be red striped to
accommodate SunLine
(previously horse carriage
loading)

Palm Canyon Theater

- 2 Parking Spaces removed to accommodate 2 Corrals
- Parallel Placement diagonally in parking spaces
- Easier for Bicycles & Vehicles to move in/out of parking
- Ideal capacity for 20-24 bikes to meet area demands for restaurants and park/theater activities.

