



City Council Staff Report

Date: January 18, 2017

CONSENT CALENDAR

Subject: APPROVAL OF COACHELLA VALLEY AIR QUALITY ENHANCEMENT GRANT AGREEMENT IN THE AMOUNT OF \$25,000 WITH RIVERSIDE COUNTY FOR PURCHASE OF AN ELECTRIC VEHICLE, AND AUTHORIZATION TO PURCHASE AN ELECTRIC VEHICLE

From: David H. Ready, City Manager

Initiated by: Office of Sustainability

SUMMARY

On November 15, 2016, the Riverside County Board of Supervisors awarded the City of Palm Springs \$25,000 as part of the Coachella Valley Air Quality Enhancement projects approved for funding. The grant will be used towards the purchase price of a new electric vehicle.

RECOMMENDATION:

1. Approve a Grant Award and Authorization Agreement, (Agreement No. ____), with the County of Riverside in the amount of \$25,000 through the Coachella Valley Air Quality Enhancement Trust Fund for the Plugin Electric Vehicle Purchase Project; and
2. Authorize Procurement to conduct the appropriate bid processes, or utilize cooperative purchase contracts if available, in accordance with the Procurement Ordinance and authorize the City Manager to execute all necessary documents, including a purchase order as necessary to acquire a new Toyota Prius or alternative electric vehicle in an amount not to exceed \$40,000.
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

In 1989, the Colmac Air Quality Enhancement Fund was established through one of the provisions of a settlement agreement which resolved litigation between Colmac Energy, Inc., and Riverside County over the construction of a biomass energy plant near the unincorporated community of Mecca in southern Coachella Valley.

ITEM NO. 1.I.

Among other provisions, the settlement agreement provides for an annual payment of \$250,000 to Riverside County to fund projects which enhance air quality within the Coachella Valley. On February 3, 1998, the Riverside County Board of Supervisors delegated administration of the Coachella Valley Air Quality Enhancement Fund to the Executive Office, and established the Coachella Valley Air Quality Advisory Committee (Advisory Committee) consisting of three members: The Fourth District Supervisor or his/her representative and representatives from the South Coast Air Quality Management District (SCAQMD) and Coachella Valley Association of Governments (CVAG).

On July 11, 2016, the Riverside County Purchasing Department issued Request for Application (#PUARC-192B) for submission to the Executive Office by September 1, 2016, projects that will enhance air quality in the Coachella Valley. The City's Office of Sustainability submitted a grant application requesting \$50,000 in funding towards the purchase of two electric vehicles.

Riverside County received 10 applications from various entities, and 7 were recommended for approval by the Advisory Committee as noted below in Table A.

TABLE A

	Entity	Proposed Project	Funding Request
1	Angel View	Purchase of a CNG Truck	\$50,000
2	Boys and Girls Club of CV	Purchase of a 10 Passenger CNG Van	\$50,000
3	City of Coachella	Purchase of Two CNG Trucks	\$50,000
4	City of Indio	Purchase of a Solar Powered Mobile Charging Station	\$50,000
5	City of Palm Springs	Purchase of a plug-in electric vehicle	\$25,000
6	Coalition for Clean Air	Air Quality Monitoring and Education Project	\$150,000
7	Salton Sea Authority	Salton Sea Wetlands Restoration Project	\$50,000
		<i>Total:</i>	\$425,000

The Advisory Committee recommended award to the City of Palm Springs a maximum of \$25,000 towards the purchase of one electric vehicle. At its November 15, 2016, the Riverside County Board of Supervisors awarded the City of Palm Springs \$25,000 as part of the Coachella Valley Air Quality Enhancement projects recommended for funding.

Staff recommends that City Council approve the Grant Award and Authorization Agreement with Riverside County to allow for the City to receive reimbursement of up to \$25,000 towards the purchase of a new electric vehicle; a copy of the grant agreement is included as **Attachment 1**.

Staff also recommends that the City Council authorize the purchase and acquisition of 1 new Toyota Prius or alternative plug-in electric vehicle in an amount not to exceed \$40,000.

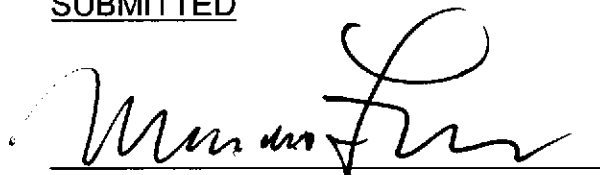
ENVIRONMENTAL IMPACT:

The requested City Council action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

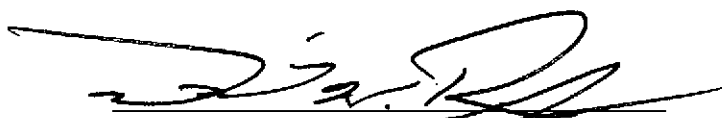
FISCAL IMPACT:

The Grant Award and Authorization Agreement with Riverside County provides the City with \$25,000 in funding towards the purchase of one new electric vehicle. Staff estimates the cost of a new electric vehicle at not more than \$40,000. The City's annual motor vehicle replacement fund Account No. 510-5475-50020 has sufficient funding to provide the \$15,000 matching funds required.

SUBMITTED



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



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

- Attachments:
1. Agreement

ATTACHMENT 1



**COUNTY OF RIVERSIDE
EXECUTIVE OFFICE**

GEORGE A. JOHNSON
CHIEF ASSISTANT COUNTY EXECUTIVE OFFICER
ROB FIELD
ASSISTANT COUNTY EXECUTIVE OFFICER
ECONOMIC DEVELOPMENT AGENCY
MICHAEL T. STOCK
ASSISTANT COUNTY EXECUTIVE OFFICER
HUMAN RESOURCES
ZAREH SARRAFIAN
ASSISTANT COUNTY EXECUTIVE OFFICER
HEALTH SYSTEMS
PAUL McDONNELL
ASSISTANT COUNTY EXECUTIVE OFFICER
COUNTY FINANCE DIRECTOR

JAY E. ORR
COUNTY EXECUTIVE OFFICER

Dear Marcus,

Congratulations on preparing a successful grant application for the City of Palm Springs!

On Tuesday, November 15, 2016, the Riverside County Board of Supervisors unanimously approved your project. Awarded funds are based on the approved recommendations of the Coachella Valley Air Quality Advisory Committee, consisting of the Fourth District Supervisor and representatives from the Coachella Valley Association of Governments and the South Coast Air Quality Management District. Enclosed for your execution is the Grant Award & Authorization Agreement.

Your request for funding has been incorporated into the Agreement as Exhibit A. Please sign all copies of the Agreement, and return them to our office for final execution at:

County of Riverside
Executive Office
Attn: Steve Horn
4080 Lemon Street, 4th Floor
Riverside, California 92501

Once the agreement has been fully executed we will return a copy to you. Should you have any questions or concerns, please contact me at (951) 955-1110.

Sincerely,

Steve Horn
Principal Management Analyst
County of Riverside

Enclosures

GRANT AWARD & AUTHORIZATION AGREEMENT

The County of Riverside (the "County"), and City of Palm Springs (the "Grantee") hereby enters into the following Grant Award & Authorization Agreement (the "Agreement"):

RECITALS

WHEREAS, the County issued a Request for Proposals for regional air quality enhancement projects, to be funded from the Coachella Valley Air Quality Enhancement Trust Fund; and

WHEREAS, Grantee's accepted proposal is now known as the Plugin Electric Vehicle Purchase Project ("PROJECT").

WHEREAS, in response to the County's request, the Grantee submitted a proposal for a Coachella Valley Air Quality Enhancement Project, which was subsequently reviewed by the Coachella Valley Air Quality Advisory Committee and recommended for funding; and

WHEREAS, on November 15, 2016, the Riverside County Board of Supervisors approved the recommendations of the Coachella Valley Air Quality Advisory Committee and authorized the County Executive Office to enter into an Agreement with the Grantee;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, the parties hereto agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement shall be implementation and operation of a regional air quality enhancement program for the Coachella Valley. The Scope of Work to be performed by the Grantee pursuant to this agreement is attached hereto as Exhibit "A" and is incorporated herein by this reference.

SECTION 2. ADMINISTRATION

The County Chief Executive Officer (or his designee) shall administer this Agreement on behalf of the County. All reports, notices or other documentation shall be submitted to the County Executive Office at the address set forth in Section 12.

SECTION 3. TERM

The term of this Agreement shall be 18 months from the final execution date. The approved project must be completed within this term. Extensions of this time period may be requested in writing and sent to the address set forth in Section 12. Extensions of time are considered discretionary and are reviewed on a case-by-case basis.

SECTION 4. ALTERATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. The Board of Supervisors and the County Executive Officer are the only authorized County representatives who may at any time, by written order, make alterations within the general scope of this agreement.

SECTION 5. TERMINATION

The County may terminate this Agreement upon thirty days written notice to the Grantee for any of the following reasons:

- (a) In the event the Grantee fails to perform the covenants herein contained at such times and in such manner as is herein provided; or
- (b) In the event there is a conflict with any federal, state, or local regulation, or rule rendering any of the provisions of the Agreement invalid or untenable;

SECTION 6. DOCUMENTATION OF EXPENDITURES

All expenditures made pursuant to the Agreement shall be properly supported by appropriate accounting documents, and such documents shall be maintained in accordance with accepted accounting principles, practices, and procedures. The Grantee shall maintain and keep available all such documents for a period of not less than five (5) years after its Final Report has been submitted to the County as required by Section 8 herein, and be available for audit by the County.

SECTION 7. PAYMENTS

- (a) The total payment due to the Grantee under this Agreement is \$25,000.00 which will be used to support the Project.
- (b) Payments shall be made to the Grantee quarterly upon receipt of invoice and approval of the quarterly performance and progress reports required in Section 8 below. Invoices for vehicle purchases must include proof of purchase and delivery.
- (c) The County Executive Office shall review invoices in a timely fashion, and submit them to the Auditor-Controller for payment.

SECTION 8. REPORTS

The Grantee shall submit quarterly performance and progress reports. The Final Report shall include an invoice for payment and be submitted within forty-five (45) days of the 18 month term, project completion, and/or vehicle purchase and receipt. In the event the project is completed prior to the end of the 18 month period, the Grantee need only submit reports for the quarters preceding the end of the project.

SECTION 9. INSPECTIONS

The Grantee shall make available to the County for inspection and audit its records and data with respect to all matters covered by the Agreement. Inspections and audits may be made at any time after reasonable notice is given the Grantee.

SECTION 10. INDEPENDENT CONTRACTOR

The Grantee is, for purposes arising out of this Agreement, an independent contractor, and shall not be deemed to be an employee of the County. Grantee is not, and shall not be considered to be in any manner, an employee, agent or representative of the County. Personnel providing services under this Agreement on behalf of Grantee shall at all times be under Grantee's exclusive direction and control.

SECTION 11. FAIR EMPLOYMENT PRACTICES

The Grantee shall not discriminate in the hiring of persons to fulfill its requirements hereunder based on race, religion, national origin, sex, age, medical disability or marital status, exclude any person from participation in, deny any person the benefit of, nor subject any person to discrimination under any program or activity funded pursuant to this Agreement.

SECTION 12. NOTICES

Any notices required or desired by either party shall be addressed to the respective parties as set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

County

County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Attn: Steve Horn

Grantee

City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92264
Attn: Marcus L. Fuller

SECTION 13. COMPLIANCE WITH LAW

The Grantee shall comply with all Federal, State and local laws and regulations pertinent to its operations and the activities to be performed hereunder. The Grantee, its employees, and/or agents shall keep in effect any and all licenses, permits, notices, and certificates as are required thereby.

SECTION 14. INCORPORATED MATTERS

The Grantee expressly represents that all documents incorporated by reference herein, and matters within such documents, have been reviewed and understood.

SECTION 15. ASSIGNMENT

Neither this Agreement nor any part hereof shall be assigned by the Grantee without the prior written consent of the County.

SECTION 16. WAIVER OF PERFORMANCE

No waiver by the County at any time of any of the provisions of this Agreement shall be construed as a waiver at any time thereafter of the same or any other provisions contained herein or of the strict and timely performance of such provisions.

SECTION 17. INDEMNIFICATION

The Grantee shall indemnify, and hold harmless the County, its Districts, their respective directors, officers, the Board of Supervisors, employees, elected officials and agents from any liability whatsoever arising from the negligence of the Grantee and relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement. As part of the foregoing indemnity, the Grantee agrees to protect and defend at its own expense, including attorney's fees, the County, its Districts, their respective directors, officers, Board of Supervisors, employees, elected officials and agents in any legal action based upon any such alleged acts or omissions.

SECTION 18. SEVERABILITY

The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect, except as provided in Section 14, the validity of any other provision herein.

SECTION 19. PARAGRAPH HEADINGS

The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

SECTION 20. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as the final expression of their agreement and understanding with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral and/or written, in connection herewith. This Agreement may be changed or modified only upon written consent of the parties hereto.

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IN WITNESS WHEREOF, the parties below have caused their duly authorized representatives to execute the Agreement on the _____ day of _____, 2016.

ATTEST:

COUNTY OF RIVERSIDE

**CITY OF PALM SRINGS
GRANTEE**



Name: Alex Gann
Title: Deputy County Executive Officer

Name: David H. Ready, Esq. Ph.D.
Title: City Manager

Date _____

Date _____

Name: Douglas Holland
Title: City Attorney

Date _____

Name: Kathy Hart
Title: Interim City Clerk

Date _____

Local Government Application for Electric Vehicle Funding



City of Palm Springs

Application for Air Quality Improvement Projects

Riverside County Purchasing and Fleet Department

Plug-In Electric Vehicle for Fleet

Summary

a) Organization

City of Palm Springs
Office of Sustainability/Assistant City Manager
3200 East Tahquitz Canyon Way
Palm Springs, CA 92264
760-323-8380

b) Project Manager -

Marcus L. Fuller, Assistant City Manager/City Engineer
760-322-8380
760-322-8325
Marcus.Fuller@palmspringsca.gov

c) Fiscal Administrator-

Marcus L. Fuller, Assistant City Manager/City Engineer
3200 East Tahquitz Canyon Way
Palm Springs, CA 92264
Office: 760-322-8380
Office: 760-323-8202
Fax: 760-322-8325
Email: Marcus.Fuller@palmspringsca.gov

d) Project Scope - an overview of the agency/organization's plan to improve air quality;

i. Describe the proposed project, including project goals and objectives.

The City of Palm Springs applied for and received approval from the California Energy Commission (CEC) *Reconnect California* program. The *Reconnect California* program provided for the removal of obsolete "Legacy" EVSEs throughout the State and the installation of ClipperCreek J1772 compliant EVSEs. The City has installed more than 30 charging stations with this funding and other funding made available through various

agency grants. By leveraging CEC and MSRC funds the City of Palm Springs installed a total of thirty-four EV charging stations instead of the six funded with MSRC funds alone.

Some funding remains to add a charging station at Demuth Park Community Center, the new location for the City's award winning Office of Sustainability. The location will be transformed into a sustainable living center over the next five years. The installation of a new charging station, dedication of a fleet vehicle to the office, enhancement of the community garden, addition of a seed and tool library, green building and more are planned for the center.

A map of the site is available on the City's websites at www.palmspringsca.gov.

Photographs and Public Outreach

In order to advance the use of electric vehicles (EV) and plug-in electric vehicles (PHEV) throughout various segments of the City's fleet the Office of Sustainability has sought grant funding to purchase electric and plug-in EV's to be used as pool and dedicated vehicles. These have been well received and a total of 2 PHEV, 1 EV and a fleet of four EV golf carts have been purchased. One of the PHEV's is utilized by all departments while the other one is dedicated to the fire inspector's use. The EV is utilized by many departments but is no longer utilized by Sustainability due to the overwhelming need for vehicles. For this reason the City is applying to add two new plug-in Prius' to the fleet to ensure the Office of Sustainability may utilize a vehicle and to add one to the building inspector's office. The Office of Sustainability will be starting a center that is approximately 1 mile from city hall. The vehicle will be utilized for daily staff trips for business conducted at city hall as well as renal trips to CVAG or Riverside County. Those trips may be anywhere from 10 to 60 miles each way.

Finally, Palm Springs developed a Public Outreach Plan. The plan was submitted and approved by the MSRC in November 2013. The following table listed the actions, start and completion dates of the Public Outreach Plan activities.

ii. Identify project phases and tasks on a timeline (18 months)

Actions and Schedule

	ACTIONS	START	COMPLETE
1.	Release RFP/Prepare purchasing per requirements of fund and City procedures	As per funding and grant approval	No later than December 2016 or per grant approval
2.	Add Charging Station for new EV at Demuth Park community Center to ensure regular charging of Sustainability vehicle.	November 2016	November 2016
3.	Complete vehicle purchases and place one Prius with Office of Sustainability and other with Building and Safety.	As per grant	As per grant
3.	Post and regularly update story of electric vehicle use by fleets on City web site. Include link to Electric Vehicle Charging Station Network and pictures of the vehicles. Post on web site: www.palmspringsca.gov	October 2016	October 2016 to October 2017 and beyond
4.	Hold ribbon-cutting ceremony and presentation to Council. Develop a comprehensive press release covering both the Riverside County award and CEC Reconnect California award.	November 2016 or per grant approval	November 2016
5.	Track annual vehicle use and report to City Council and Riverside County	November 2017	Until vehicle expires

iii. Benefits of the project and Achievements Upon Project Completion

The EV charging station project is highly successful. The City was able to leverage funding from two grants and install thirty-four stations throughout the City. Addition of the two PHEV electric vehicles to the City's fleet will have many benefits including

reducing emissions, improving employee awareness of vehicles available and enhancing the ability of department's to provide excellent customer service.

iv. Project budget

This includes a complete cost breakdown for the proposed project, separated by year. Some maintenance costs are estimated. Detailed data collection on previous Prius models can be viewed here: <https://utilimarc.com/fleet-benchmarking-report-toyota-prius/>

Item	Costs	Timeframe
Prius Prime 2017 – Toyota	Estimated \$30,000 X 2 maximum	To be purchased once funds are approved
Maintenance for vehicles	Est. \$2,000 X 2/year for 5 years	2017-2021
Funding		
Total Costs	\$80,000	
Matching in Maintenance and Repair	\$20,000	

v. Matching funds: in-kind, monetary contribution, donations, and fees.

The City may utilize AB 2766 funds for matching if necessary.

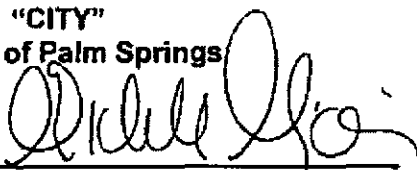
vi. Project participants - partners/collaborative relationships.

The project will be implemented through the cooperation of the Office of Sustainability and the City's Public Works Department. The City has a strong working relationship with Clean Cities and will work with CCCV to promote the use of electric vehicle charging that is in place. We will also work closely with area schools to educate them about new electric vehicle technology.

Signatures on the following page

IN WITNESS WHEREOF, the parties have executed this agreement and submit this application on behalf of the City of Palm Springs as of the dates stated below.

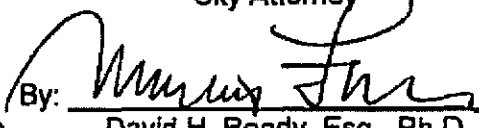
"CITY"
City of Palm Springs

By: 
Michele C. Mician
Manager, Office of Sustainability

Date: 8/29/14

By: 
City Attorney

Date: 8/29/2016

for By: 
David H. Ready, Esq., Ph.D
City Manager

Date: 8/30/16

ATTEST:

By: 
James Thompson
City Clerk

Date: 08/30/2016