



ENERGY & ENVIRONMENTAL RESOURCES COMMITTEE AGENDA

THURSDAY, JUNE 8, 2023
12:00 p.m.

**CVAG Conference Room
73-710 Fred Waring Drive, Suite 119
Palm Desert, CA 92260**

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

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

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

<https://us02web.zoom.us/j/85463604036?pwd=RHZqbDg3SG91QTFyWTNyeDBxNncwQT09>

**Dial In: +1 669 900 9128
Webinar ID: 854 6360 4036
Password: 095386**

IF YOU ARE UNABLE TO CONNECT VIA DIAL IN OPTION, PLEASE CALL 760-346-1127

Public Comment is encouraged to be emailed to the Energy & Environmental Resources Committee prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud should be no more than 300 characters.

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

**UNLESS OTHERWISE STATED, ALL ACTION ITEMS WILL BE PRESENTED TO THE
EXECUTIVE COMMITTEE FOR FINAL APPROVAL.**

1. **CALL TO ORDER** – Mayor Oscar Ortiz, City of Indio, Chair

2. **ROLL CALL**

A. Member Roster

P4

3. **PUBLIC COMMENTS ON AGENDA ITEMS**

Anyone wishing to address the Energy & Environmental Resources Committee on items appearing on this agenda may do so at this time. Please limit comments to 3 minutes. At the discretion of the Chair, additional public comment time and/or opportunities during the meeting may be granted.

4. **COMMITTEE MEMBER / DIRECTOR COMMENTS**

5. **CONSENT CALENDAR**

- A. **Approve the May 11, 2023 Committee Meeting Minutes**

P5

6. **DISCUSSION / ACTION**

- A. **Presentation: Regional Climate Change Trends and Implications for Resiliency** - Dr. Lynn Sweet, UCR Center for Conservation Biology

- B. **Update on Colorado River Negotiations** – Christopher Harris, the Executive Director of the Colorado River Board

P9

Recommendation: Information

- C. **Senate Bill 583 and the Proposed Salton Sea Conservancy** – Emmanuel Martinez

P14

Recommendation: Oppose Senate Bill 583 related to establishing the Salton Sea Conservancy to undertake activities related to the Salton Sea

- D. **Contract for Used Oil Recycling Program – Allen McMillen** **P17**

Recommendation: Authorize the Executive Director to execute a services contract with Southern California Mountains Foundation for a total not-to-exceed amount of \$52,923.88 for the Used Oil Recycling Program, contingent on receiving a CalRecycle grant

7. **INFORMATION**

- A. **Attendance Record** **P44**

- B. **Update on the Inland Regional Energy Network** **P45**

- C. **Update on Property Assessed Clean Energy (PACE) Program** **P46**

- D. **Southern California Edison General Rate Case and Imperial Irrigation District Rate Comparison** **P48**

- E. **California Air Resources Board - Advanced Clean Fleets regulation** **P50**

- F. **CVAG Schedule of Meetings for Fiscal Year 2023/24** **P54**

8. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

Any member of the public wishing to address the Committee on items not appearing on this agenda may do so at this time. Please limit comments to 2 minutes. At the discretion of the Chair, additional public comment time and/or opportunities during the meeting may be granted.

9. **ANNOUNCEMENTS**

The next meeting of the **Energy & Environmental Resources Committee** will be held on Thursday, September 14, 2023, at noon at the CVAG conference room, 73-710 Fred Waring Drive, Suite 119, Palm Desert, 92260.

The next meeting of the **Executive Committee** will be held on Monday, June 26 at 4:30 p.m. at The Penney & Parlour at Desert Island, 71777 Frank Sinatra Dr, Rancho Mirage, 92270.

The next meeting of the **General Assembly** will be held on Monday, June 26 at 6 p.m. at The Penney & Parlour at Desert Island, 71777 Frank Sinatra Dr, Rancho Mirage, 92270.

10. **ADJOURN**

ITEM 2A

**Energy & Environmental Resources Committee
Member Roster
2022 – 2023**



VOTING MEMBERS	
Agua Caliente Band of Cahuilla Indians	Tribal Vice Chair Candace Patencio Anderson
City of Blythe	Mayor Joseph DeConinck
City of Cathedral City	Councilmember Nancy Ross
City of Coachella	Councilmember Stephanie Virgen
Coachella Valley Water District	Board Member Anthony Bianco
City of Desert Hot Springs	Councilmember Russell Betts
Imperial Irrigation District	Director Karin Eugenio
City of Indian Wells	Mayor Donna Griffith
City of Indio	Mayor Oscar Ortiz, <i>Chair</i>
City of La Quinta	Mayor Linda Evans, <i>Vice Chair</i>
Mission Springs Water District	Director Russ Martin
City of Palm Desert	Councilmember Gina Nestande
City of Palm Springs	Councilmember Ron deHarte
City of Rancho Mirage	Councilmember Ted Weill
Riverside County – District 4	Supervisor V. Manuel Perez
Torres Martinez Desert Cahuilla Indians	Secretary Altrena Santillanes
Ex-Officio / Non-Voting Members	
Riverside County – District 5	Supervisor Yxstian Gutierrez

ITEM 5A

Energy & Environmental Resources Committee Meeting Minutes May 11, 2023



The audio file for this meeting can be found at: <http://www.cvag.org/audio.htm>

1. **CALL TO ORDER** – The meeting was called to order by Chair Oscar Ortiz, City of Indio, at 12:00 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 119, in the City of Palm Desert. Videoconferencing was available from the City of Blythe and Imperial Irrigation Offices in El Centro.
2. **ROLL CALL** – Roll call was taken and it was determined that a quorum was present.

Members Present

Vice Chair Candace Patencio Anderson
Mayor Joseph DeConinck
Councilmember Stephanie Virgen
Councilmember Russell Betts
Mayor Donna Griffith
Mayor Oscar Ortiz, *Chair*
Mayor Linda Evans, *Vice Chair*
Councilmember Gina Nestande
Councilmember Ted Weill
Deputy Chief of Staff Pat Cooper

Agency

Agua Caliente Band of Cahuilla Indians
City of Blythe
City of Coachella (*arrived at item 4*)
City of Desert Hot Springs
City of Indian Wells
City of Indio
City of La Quinta
City of Palm Desert
City of Rancho Mirage
Riverside County – District 4

Director JB Hamby, Imperial Irrigation District, attended by phone but did not count towards the quorum.

Members/ Ex-Officios Not Present

Councilmember Nancy Ross
Councilmember Ron deHarte
Supervisor Yxstian Gutierrez
Director Russ Martin
Board Member Anthony Bianco
Secretary Altrena Santillanes
Board Member Patricia Oygarr

City of Cathedral City
City of Palm Springs
Riverside County – District 5
Mission Springs Water District
Coachella Valley Water District
Torres Martinez Desert Cahuilla Indians
Desert Water Agency

3. PUBLIC COMMENTS ON AGENDA ITEMS

None.

4. COMMITTEE MEMBER / DIRECTOR COMMENTS

Riverside County Deputy Chief of Staff Pat Cooper informed the committee about SB 583, a bill being proposed by State Senator Padilla to create a Salton Sea Conservancy. Supervisor Perez was requesting CVAG join the opposition to the bill. Executive Director Tom Kirk noted the item would be brought to the committee at its next meeting.

Councilmember Betts commented on the ongoing graffiti issue on the Interstate 10 corridor and asked if the committee can reach out to Caltrans about how to get it addressed. Mr. Kirk noted he will reach out to Caltrans about the issue.

Mr. Kirk welcomed the committee and explained the operations of the meeting with regards to the Brown Act and Zoom availability.

Mr. Kirk updated the committee on the ongoing urban green project and funding for more shade trees. He reported CVAG submitted an application for state funding last month and are in consultation with IID and cities for additional funding.

5. CONSENT CALENDAR

A. Approve April 13, 2023 Committee Meeting Minutes

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY COUNCILMEMBER BETTS TO APPROVE THE CONSENT CALENDAR ITEMS.

THE MOTION CARRIED WITH 10 AYES AND 6 MEMBERS ABSENT.

Vice Chair Candace Patencio Anderson	Aye
Mayor Joseph DeConinck	Aye
Councilmember Nancy Ross	Absent
Councilmember Stephanie Virgen	Aye
Board Member Anthony Bianco	Absent
Councilmember Russell Betts	Aye
Director JB Hamby	Absent
Mayor Donna Griffith	Aye
Mayor Oscar Ortiz	Aye
Mayor Linda Evans	Aye
Director Russ Martin	Absent
Councilmember Gina Nestande	Aye
Councilmember Ron deHarte	Absent
Councilmember Ted Weill	Aye
County staff Pat Cooper	Aye
Secretary Altrena Santillanes	Absent

6. DISCUSSION / ACTION

A. Distributed Energy Resources, Community Solar and Microgrids

Program Manager Emmanuel Martinez introduced Executive Director Jaime Alonso from GRID Alternatives Inland Empire and Community Development Officer Victoria Pacheco, who presented an overview of clean renewable energy solar programs and opportunities available to the region.

Member discussion ensued. Mr. Alonso and Ms. Pacheco both addressed questions from the committee regarding funding sources and opportunities, as well as questions regarding availability of services to the Palo Verde Valley and City of Blythe.

No action was taken as this was an informational item.

B. Colorado River Negotiations and the Potential Impacts for California

Jessica Neuwerth, Deputy Director of the Colorado River Board of California, provided an update via Zoom that included the history of the Colorado River and its issues, along with an update on the negotiations with the basin states.

No action was taken for this item as this was an information item.

C. Renaming of the Energy and Environment Resources Committee

Mr. Kirk presented the staff report.

IT WAS MOVED BY COUNCILMEMBER NESTANDE AND SECONDED BY MAYOR EVANS TO RENAME CVAG'S ENERGY & ENVIRONMENTAL RESOURCES COMMITTEE TO BE CVAG'S ENERGY AND SUSTAINABILITY COMMITTEE.

THE MOTION CARRIED WITH 10 AYES AND 6 MEMBERS ABSENT.

Vice Chair Candace Patencio Anderson	Aye
Mayor Joseph DeConinck	Aye
Councilmember Nancy Ross	Absent
Councilmember Stephanie Virgen	Aye
Board Member Anthony Bianco	Absent
Councilmember Russell Betts	Aye
Director JB Hamby	Absent
Mayor Donna Griffith	Aye
Mayor Oscar Ortiz	Aye
Mayor Linda Evans	Aye
Director Russ Martin	Absent
Councilmember Gina Nestande	Aye
Councilmember Ron deHarte	Absent
Councilmember Ted Weill	Aye
Deputy Chief Pat Cooper	Aye
Secretary Altrena Santillanes	Absent

7. INFORMATION – The following items were provided in the agenda for information only:

A. Attendance Record

B. Update on the Inland Regional Energy Network

C. Net Energy Metering 3.0 and the Implementation of the Solar Billing Plan

D. Update on Efforts to Regulate Mylar Balloons

E. Availability of Southern California Edison's Green Rate

8. PUBLIC COMMENTS ON NON-AGENDA ITEMS

At the request of Councilmember Ted Weill, Mayor Joseph DeConinck provided an update on the Chuckawalla Valley State Prison closure that was discussed during April's Executive Committee meeting. Mayor DeConinck noted they were trying to get a meeting with Gov. Newsom and that the Riverside County Board of Supervisors joined the Save Chuck efforts.

9. ANNOUNCEMENTS

The next meeting of the **Energy & Environmental Resources Committee** will be held on Thursday, June 8, 2023, at noon at the CVAG conference room, 73-710 Fred Waring Drive, Suite 119, Palm Desert, 92260.

The next meeting of the **Executive Committee** will be held on Monday, June 5, 2023, at 4:30 p.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 119, Palm Desert, 92260.

10. ADJOURN –

Chair Ortiz adjourned the meeting at 1:02 p.m.

Respectfully submitted,

Elysia Regalado
Management Analyst

ITEM 6B

Coachella Valley Association of Governments Energy & Environmental Resource Committee

June 8, 2023



STAFF REPORT

Subject: Update on Colorado River Negotiations

Contact: Emmanuel Martinez, Program Manager – External Affairs (emartinez@cvag.org)

Recommendation: Information

Background: Given the Southern California's reliance on the Colorado River, the ongoing, multi-state negotiations has received significant interest and attention. Imperial Irrigation District (IID) Director JB Hamby currently serves as Chairman of the State of California's Colorado River Board, which is tasked with protecting California's rights and interests in the river's resources. At both the April and May meetings, the Energy and Environmental Resources Committee received updates regarding the status of negotiations. The Committee has expressed considerable interest in understanding potential impacts for the State of California, particularly for the Coachella and Imperial Valleys, and this staff report provides an update what's being described as a "breakthrough" agreement. In addition, Christopher Harris, the Executive Director of the Colorado River Board, will join the May meeting of the Energy & Environmental Resources Committee to provide an update.

The Colorado River has been experiencing a prolonged 20-plus year drought that threatens water reliability for all the seven states that rely on the river as well as energy production. As temperatures increase and intensify, the drought on the river has exacerbated, increasing aridification. In addition to climate related factors, human demand and consumption of the Colorado River water to meet urban, agriculture and industrial needs have further pushed the river to its limits. This has placed significant pressures on states that rely on the river and federal government to devise a plan that reduces water use while meeting water demands. In effect, negotiations have ensued between the seven basin states to adopt a plan that protects long-standing water rights while also helping to achieve a more sustainable river.

On May 22, 2023, the seven basin states – California, Colorado, Utah, Wyoming, New Mexico, Arizona and Nevada– agreed to a proposal by the lower-basin states over the next three years that is projected to prevent reservoirs from reaching critically low levels by reducing water use by 3 million-acre-feet (maf). This proposal comes in response to an alternative put forth by the Bureau of Reclamation's draft Supplemental Environmental Impact Statement, which was more contentious given its proposed water cutbacks.

That draft Supplemental Environmental Impact Statement, issued in April, was aimed at addressing operation of Glen Canyon Dam and Hoover Dam, given the low runoff conditions in the Colorado River basin. Given the new agreement, the Department of Interior has temporarily withdrawn its SEIS and will instead review its alternatives that includes the lower-basin state's proposal and will complete the review this year.

The water conserved as a result of the agreement announced on May 22 will remain in Lake Mead, the nation's largest reservoir that is located near Las Vegas and currently sits at 30 percent of its capacity. It comes as much needed relief as both Lake Mead and Lake Powell have dropped to historic lows, threatening water reliability and delivery to approximately 40 million people across the seven basin states and Mexico. At 4.4 maf of water per year, California has the largest allocation of Colorado River water, which has been sought after by the other six basin states as a potential source for water cutbacks. Of the 4.4 maf, Imperial Irrigation District is entitled to 3.1 maf and Coachella Valley Water District is entitled to 330,000 acre-feet of river water per year.

According to details provided by the Department of Interior, of the 3 maf conserved through 2026, 2.3 maf will be compensated by \$1.2 billion of Inflation Reduction Act funding. Funds will largely be spent on paying agricultural landowners, irrigation districts and other water users to conserve water. California has committed to take on the largest water reductions, approximately 1.6 maf through 2026.

In light of the agreement that provides a short-term mutually agreeable water conservation plan for the Colorado River, further discussion regarding long-term management of the river will continue. For example, the guidelines in place to manage the river were put in place in 2007 and new rules must be negotiated by 2026 to replace the 2007 guidelines. IID Director Hamby played a first-hand role in negotiating the recently announced agreement.

Fiscal Analysis: There is no cost to this information item.

Attachment: Washington Post article, "The breakthrough deal to protect the Colorado River, explained" May 23, 2023

The breakthrough deal to protect the Colorado River, explained



By [Anumita Kaur](#)

May 23, 2023 at 12:13 a.m. EDT

After nearly a year of negotiations, three states agreed to conserve an unprecedented amount of their water supply to protect the drought-stricken Colorado River.

The deal, shared by state and federal officials on Monday, marks a breakthrough in ongoing efforts to address the crisis. It's also only a temporary solution.

“It won’t be enough to solve the Colorado River crisis. But it’s a step in the right direction,” said Eric Balken, executive director of Glen Canyon Institute. “We have a supply and demand imbalance. We use more water than flows in the river naturally. So states have to start to use less to come into alignment with the resource that nature is providing. This doesn’t quite get us there. But it’s an important step.”

What is the Colorado River deal?

The Colorado River Basin stretches through seven states — Arizona, California, Nevada, Utah, Colorado, Wyoming and New Mexico — and is a vital source of water and electricity for the American West. It provides hydropower to millions and supplies water to more than 40 million people, including across some of the country’s largest cities, like Los Angeles and Phoenix. The farmlands that rely on it stock the nation’s supermarkets with vegetables in winter.

But the river has been drying up for more than two decades. To stabilize it, California, Arizona and Nevada — the three states that make up the system’s “Lower Basin” — reached an agreement with the Biden administration to conserve 3 million acre-feet of water over the next three years, which is 13 percent of those states’ total allocation from the river. One acre-foot is about 326,000 gallons of water.

In exchange, the Biden administration will compensate the states with about \$1.2 billion in federal funds.

The Colorado River drought, explained

Why the Colorado River is important

The Colorado River runs through seven states and supplies more than 40 million people with water, and is a major resource for agriculture in the western U.S. But the river has been drying up for decades, and water levels in Lake Powell and Lake Mead — both reservoirs on the river — hit historic lows in the past year.



How will the deal change water levels in Lake Mead and Lake Powell?

The deal is intended to protect the country’s largest reservoirs — Lake Powell and Lake Mead — from dropping to critical levels over the next three years and ward off the possibility of a “dead pool” scenario, in which the reservoirs fall so low that the river can’t flow out.

The deal should “boost” the reservoirs’ levels until 2026, Balken said.

Who will be affected?

California, Arizona and Nevada are making the cuts but are still finalizing where the water savings will come from within their states.

California, the largest user of the Colorado River, plans to contribute 1.6 million of the 3 million acre-feet water savings over three years, The Washington Post reported. Nevada pledged to conserve 285,000 acre-feet, and Arizona plans to conserve 1.1 million acre-feet of water.

“This is going to impact a pretty broad set of water users, primarily in the lower basin, so this could be farmers, agriculture, tribes, it could affect cities,” Balken said. “I think it’s a safe bet that agriculture is going to be taking the biggest haircut because they use the most water.”

Preserving the system, however, has benefits that extend far beyond the American West, said Brad Udall, a water and climate scientist at Colorado State University. “It affects everybody in the U.S. who eats winter vegetables.”

How long is it in effect?

The measures stretch until 2026, at which point the states and federal government are planning a major renegotiation of how the Colorado River water is used and shared.

“This agreement isn’t meant to be the lasting solution. This agreement is supposed to get the states to 2026, when the operating agreements of the entire river system will be revisited,” Balken said. “And so really, this agreement is a stopgap.”

How much will the deal cost?

The Biden administration said it will pay the states for three-quarters of the water savings, which amounts to about \$1.2 billion in federal funds, [The Washington Post reported](#). Money from the Inflation Reduction Act would pay farmers, Native American tribes, cities and others who voluntarily forgo their supplies.

Is this plan enough?

Until 2026, maybe.

State and federal officials said they are confident that these reductions will be enough to protect the reservoirs until 2026, [The Washington Post reported](#). The deal also comes with emergency provisions if the reservoirs fall too far in the next three years.

Beyond 2026, there is much work to do. The U.S. Bureau of Reclamation, the agency in charge of the nation’s dams, said states needed to stop using 2 million to 4 million acre-feet of water — about one-third of the river’s flow.

“Coming to a solution for the Colorado River crisis is a very big task,” Balken said. “The big picture is that the Colorado River system has a lot less water in it than it used to. And so all of the basin states, we’re all going to have to figure out how to live with less.”

Joshua Partlow contributed to this report.

ITEM 6C

Coachella Valley Association of Governments Energy & Environmental Resource Committee

June 8, 2023



STAFF REPORT

Subject: Senate Bill 583 and the Proposed Salton Sea Conservancy

Contact: Emmanuel Martinez, Program Manager – External Affairs (emartinez@cvag.org)

Recommendation: Oppose Senate Bill 583 related to establishing the Salton Sea Conservancy to undertake activities related to the Salton Sea

Background: The negative environmental, habitat, public health and economic issues posed by the shrinking Salton Sea has caused it to receive substantial political attention and investment in recent years. In line with efforts aim to improve conditions at the sea, Senator Padilla introduced Senate Bill 583, which would create the Salton Sea Conservancy under the California Natural Resources Agency (CNRA) to support implementation of the Salton Sea Management Program Phase I: 10-Year Plan and the Long-Range Plan. Until now, the CNRA has been implementing Phase I projects in coordination and collaboration with the local Salton Sea Authority and other stakeholders.

At the May meeting of the Energy & Environmental Resources Committee, a request from Riverside County Supervisor V. Manuel Perez was brought forward to take an opposition position on SB 535, which is co-authored by Assemblymember Eduardo Garcia. CVAG's State and Federal Legislative Platform includes a number of positions related to the Salton Sea, including supporting *"Salton Sea Authority efforts related to Salton Sea projects and legislation that provides funding for the restoration and revitalization of the Salton Sea, including the Phase One: 10 Year Plan."* However, the scope of SB 583 falls outside of the boundaries specified in the legislative platform so staff is bringing this item forward for discussion. Staff would note that there are significant local concerns that SB 583 would create a reorganization that can impede the progress made on identifying and implementing projects. Because shifting responsibility to a newly formed entity with no experience or technical expertise could be aversive to recent progress, staff recommends an oppose position on SB 583.

The Salton Sea is the State of California's largest lake, measuring approximately 35 miles long and 15 miles wide. It is specifically located in the Salton Trough and is a part of the Colorado River system. Over millennia, due to the natural meandering nature of rivers, the Colorado River deposited significant amounts of silt into the area around the Salton Sea. Historically, during flood events, the Colorado River also inundated the Salton Sea area and at other times the river flowed to the ocean. To this day, evidence of the historic shoreline can be seen on the mountains to the west of the sea. In 1905, the most recent formation of the Salton Sea took shape when an irrigation inlet on the Colorado River was breached, creating the Salton Sea we have come to know.

The days of significant water flowing into the sea are long gone. Reduced water inflow to the sea due to climate factors and water transfer agreements have significantly impacted the Salton Sea and the surrounding communities. As less water flows into the sea, increased dry lakebed or playa becomes exposed. In effect, this makes the area susceptible to emissive windblown dust that worsens air quality in the area. This public health issue is particularly acute in the Imperial Valley, which has the highest childhood asthma hospitalization rates in the state. Furthermore, as the sea shrinks, the water becomes hyper-saline, impacting the habitat and aquatic life, causing major fish die-offs which negatively impacts the birds that rely on them. The Salton Sea is part of the Pacific Flyway, making it a critical habitat and environmental resource for the more than 400 avian species that depend on the sea to nest or roost.

A major contributor to decreased water inflow to the Sea was the execution of the Quantification Settlement Agreement in 2003. In short, said agreement created the largest agriculture to urban water transfer in the nation, to address longstanding issues regarding Colorado River water use. Parties to this agreement included Imperial Irrigation District, Coachella Valley Water District, Metropolitan Water District of Southern California and San Diego County Water Authority. The main goal of the QSA was to reduce California's use of Colorado River water to 4.4 million-acre-feet per year as well as agree on beneficial water uses. As a result of this agreement, the Salton Sea's decline accelerated, causing the shoreline to recede and increasing salinity and concentrated nutrients from farm runoff. This has led to negative habitat impacts to fish and wildlife in and around the Salton Sea.

Since the QSA, State lawmakers have looked to help address the Salton Sea through various actions. This includes Assembly Bill 71, authored in 2013 by then- Assemblyman, now County Supervisor, Perez. This bill established a framework for Salton Sea restoration and designated the CNRA Secretary as the state's lead for said work. AB 71 also directed the California Department of Fish and Wildlife and the Department of Water Resources to undertake certain restoration efforts. Lastly, AB 71 directed the CNRA to undertake restoration activities in consultation and coordination with the Salton Sea Authority, and to seek input from the authority on specific components of restoration, such as recreation, habitat, and economic development opportunities.

Thereafter, in 2018, then-Gov. Brown implemented the Salton Sea Management Program (SSMP). The goal of the SSMP is to construct 30,000 acres of habitat and dust suppression project around the Salton Sea. For example, one of the projects being implemented thus far include the Shallow Species Habitat Conservation Plan, which creates a network of ponds and wetlands to provide fish and wildlife habitat on 4,100 acres. Other projects include native vegetation enhancement projects as well as efforts related to long-range planning.

The CNRA has invested heavily in creating a team solely dedicated to Salton Sea, and has recently increased staff and technical expertise to this issue. This work has been conducted in partnership with the Salton Sea Authority. Those who are opposing SB 583 have expressed concern that creating a new conservancy will add unnecessary redundancy and create another layer of government that can impeded the momentum and progress made thus far on the SSMP and Long-Range Plan.

The Coachella Valley Water District, Salton Sea Authority, Salton Sea Action Committee, Supervisor Perez, and the Torres-Martinez Desert Cahuilla Indians have registered their opposition to SB 583. Staff recommends CVAG take a similar position, and authorize the Chair and/or Executive Director to oppose on SB 583, including letters and working with local stakeholders and the author on this measure.

Fiscal Analysis: There is no cost to this information item. Legislative advocacy efforts are covered under existing staff time and CVAG's lobbying contract.

ITEM 6D

Coachella Valley Association of Governments Energy & Environmental Resources Committee June 8, 2023



STAFF REPORT

Subject: Contract for Used Oil Recycling Program

Contact: Allen McMillen, Contracts Analyst (amcmillen@cvag.org)

Recommendation: Authorize the Executive Director to execute a services contract with Southern California Mountains Foundation for a total not-to-exceed amount of \$52,923.88 for the Used Oil Recycling Program, contingent on receiving a CalRecycle grant

Background: CVAG, in partnership with its member jurisdictions, has long maintained successful recycling programs for waste tires and for used oil. These programs are implemented through the use of consultants to provide program event coordination and staff services and are traditionally funded through grants secured from the California Department of Resources Recycling and Recovery (CalRecycle). In April 2023, the CVAG Executive Committee approved Resolution 2023-01 authorizing grant applications for tire and oil recycling programs through 2028.

The state's Used Oil Recycling Event Grant program provides funds for local jurisdictions to collect and recycle used oil that would likely be discarded illegally or left on site, leading to unsafe conditions. CVAG has provided used oil recycling events throughout the region since 2003. CVAG generally offers seven events per cycle at various Auto Zone locations throughout the Coachella Valley and in the City of Blythe, CVAG also coordinates with Riverside County for collection events to include the unincorporated areas in CVAG's territory, namely Mecca and Thermal.

HF&H Consulting Services (HF&H) has been assisting CVAG with Used Oil Grant Program services since September 2011, and the firm was selected through a formal procurement process. HF&H has performed these services in a professional and efficient manner, while keeping costs under budget. As CVAG staff was in the process of applying for another grant from CalRecycle for the 2023-2024 Used Oil Recycling program, HF&H notified staff that they would not be able to provide services for the 2023-2024 grant period.

On April 14, 2023, CVAG issued a request for proposals (RFP) for a new provider of grant program services for the FY 2023-2024 Used Oil Grant Program. One proposal was received by the deadline, and it was from Southern California Mountains Foundation (SCMF). SCMF has been the recipient of their own oil grants for the past several years and is extremely versed in all the various requirements of the used oil program. SCMF also is CVAG's consultant in its annual Waste Tire Recycling Grant Program.

CVAG is recommending SCMF be awarded the FY 2023-2024 Used Oil Program Grant Program Services contract, with options to extend for the 2024-2025 and 2025-2026 cycles. The contract is contingent upon the CalRecycle Used Oil Grant Program award and funding. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying changes to the contract before execution.

Fiscal Analysis: SCMF's cost proposal for FY 2023-2024 is for an amount not-to-exceed \$52,923.88. The contract's award is contingent upon receiving the CalRecycle Used Oil Grant Award, which covers all costs for the program, including the consultant contract, CVAG staff time, city staff time, advertising, and all necessary expenses for the program. CVAG staff will be applying for another grant from CalRecycle for the 2023-2024 Used Oil Recycling program in June 2023.

The contract provides for two, one-year grant extensions contingent on additional grant funding. Similar to the approach with HF&H, staff will return to the committee should the proposed annual costs for those additional years exceed the current cost proposal.

Attachments:

- SCMF Used Oil Recycling Grant Program Services Contract
- SCMF Work and Cost Proposals

SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION

THIS AGREEMENT is made and effective as of June 26, 2023 between the Coachella Valley Association of Governments ("CVAG") and Southern California Mountains Foundation – Urban Conservation Corps ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024 unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than two additional one-year (fiscal year) grant cycles. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **Used Oil Recycling Program** services consistent with the provisions of the Request for Bids/Proposals for the proposed **CalRecycle 2023-2024 Used Oil Recycling Grant Program** cycle, released on **April 14, 2023**, (the "IFB/RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal/Bid)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$52,923.88 without a written amendment.

4. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the CVAG Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of

Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default.

Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury,

personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(e) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as

a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

18. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG:

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

To Consultant:

Jennifer Prado, Coachella Valley Site Director
Southern California Mountains Foundation
82579 Fleming Way, Suite C
Indio, CA 92201

19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVAG.

20. MANAGEMENT

CVAG's Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

23. GOVERNING LAW

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

24. FINAL PAYMENT CERTIFICATION AND RELEASE

CVAG shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVAG written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVAG to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVAG shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION

By: _____
Jennifer Prado, Coachella Valley Site Director

EXHIBIT “A”

SCOPE OF WORK

See following page.

DRAFT

EXHIBIT “A”

SCOPE OF WORK

Project Understanding and Approach

This section of the Proposal should provide an introductory description of the Proposer’s understanding of the project, and a detailed description of the proposed approach and scope of work for the tasks identified in Section II. Statement of Work (including key tasks, deliverables, and timeframe/schedule).

Used Oil Recycling Program: The purpose of the Used Oil Recycling Project is to promote awareness and encourage action by Coachella Valley residents and businesses to protect the environment by recycling used motor oil. The CVAG Used Oil Recycling Program is funded by a grant from the California Department of Resources Recycling and Recovery (“CalRecycle”) which provides funding to local governments and Certified Conservation Corps to reduce the environmental impacts of improper disposal of used motor oil. CalRecycle’s Used Oil Recycling Program promotes alternatives to the illegal disposal of used oil by supporting a statewide network of collection opportunities and outreach efforts to inform and motivate the public to recycle used oil and used oil filters. CalRecycle’s goal is to provide the public with convenient locations to properly recycle used oil and develop methods to motivate the public to recycle their used oil and used oil filters.

CVAG Used Oil Filter Exchange Program: CVAG has been coordinating used oil recycling programs for member agencies for several years. The main activities under the CVAG Used Oil Filter Exchange Program is as follows:

[Continued on next page.]

- Used oil and filter recycling events held at local auto parts stores in member cities throughout the Coachella Valley and Blythe.
- Free items offered at used oil recycling events, such as oil drain pans, funnels, and shop rags. Free oil filters are given to those who bring in a used oil filter for recycling.
- Inspection and certification of used oil recycling centers in the Coachella Valley.
- Development and implementation of a marketing program to promote used oil events and used oil recycling through various media outlets.
- Awareness and education campaign in support of CVAG member jurisdictions to encourage used oil recycling through information in newsletters, flyers, and other outlets.
- Preparation of status reports for CVAG committees and collection of data for the annual report submitted by August 15th of each year to CalRecycle. Collection of statistical data on used oil collection for all participating cities to be used as baseline to assess progress toward program goal of increased used oil recycling 5% over previous year

SCMF-Urban Conservation Corps (UCC) Coachella Valley Approach: Understanding the need to promote awareness and action by Coachella Valley residents and businesses to protect the environment by recycling used motor oil, the proposed project will use UCC Recycling Educators — to do just that. The UCC has been operating a used oil recycling program for over nine years funded through CalRecycle. We understand the importance of used oil recycling and have experience conducting and marketing this program in the Inland Empire. Please see our Used Oil Recycling Video that we created and distributed to business, organizations, government agencies, schools, and community events (<https://vimeo.com/326130804/9a3c9da095>). We also have considerable experience in inspecting certified used oil recycling centers and the data that needs to be reported back to CalRecycle. Our proposed approach for CVAG is described below.

Under the direction of the UCC Site Director, Jennifer Prado, a longtime resident and community leader in the Coachella Valley, a minimum of four young people who have been trained as Recycling Educators will be appointed to be the “boots-on-the-ground” for this project. We know our young people are passionate about protecting the Coachella Valley environment and will be empowered with a voice to encourage residents and businesses to recycle used motor oil. Our UCC Recycling Educators are members of the communities we serve. They are culturally responsive, effective and will bring youthful energy into the program’s marketing and implementation. This will enhance CVAG’s used oil filter exchange program and broaden the target audience to attract Coachella Valley’s young people. Under the direction of UCC Site Director, Jennifer Prado, the Recycling Educators will perform the following scope of work, tasks, and deliverables:

[Continued on next page.]

- Plan and carry out Used Oil Filter Exchange Events in participating cities in the Coachella Valley.
- Identify and survey participating cities to create a schedule of events, identify city staff involved at the events, assess opportunities for advertisement and identify support needs for member jurisdictions.
- Identify and coordinate with auto part stores to reserve dates for an oil filter exchange event at their store. Prior to each event, contact participating stores to ensure sufficient capacity for used oil and filters, that promotional items have been delivered, and confirm all event logistics.
- Purchase Used Oil Recycling Items (used oil drain pans, shop rags, and funnels) and deliver them to the Auto Parts Store for the events.
- Prepare and submit permits and certificate of insurance were required.
- Develop contracts (as appropriate and with CVAG approval) with media outlets for pre-event advertising and onsite programs (i.e., radio, etc.).
- Create event flyers and other printed materials and promote the event on social media.
- Ensure that on the day of the event, there are handouts and information available about the impact improper disposal of used oil has on the environment, and pledge cards and household hazardous waste informational brochures.
- Staff all the Used Oil Filter Exchange Events.
- Ensure that all required program measurements are being tracked and documented at each event including: Number of participants, quantity of used oil equipment given away (funnels, shop rags, oil containers), number of filters collected, and gallons of oil collected. Also ensure that event data is provided to participating auto parts stores.
- Coordinate with the event locations to collect data one month and three months after each event and provide a memorandum documenting the event statistics and assessment of program effectiveness.
- Conduct inspections at 12 centers in accordance with CalRecycle's guidelines; inform CVAG if a center refuses to cooperate with an inspection request; compile the results of the inspections in reports prepared for CVAG.

In addition to the school poster drawing contest, we wish to broaden the targeted audience and to improve participation among young people. To that end, we will also include alternative outreach activities into the program. We will create social media content to be posted on several platforms to market the events. We will also create an alternative mini video contest to be promoted in the schools called "Arbolitos" (little Trees) to encourage kids to create a mobile-friendly video or "mini concert" about the importance of protecting our environment and especially our trees through proper recycling and disposal of used oil and filters—instead of dumping it into the environment. Our UCC Recycling Educators will be the judges and cash prizes will be provided for the winners. Winning cell phone videos will be uploaded on social media and played at the Used Oil Filter Exchange Events.

Key Task/Deliverables	Time Frame
Plan and carry out Used Oil Filter Exchange Events in participating cities with participating businesses in the Coachella Valley.	Once a month or as directed by CVAG
Identify and survey participating cities and businesses to create a schedule of events, identify city staff and involvement at the events, assess opportunities for advertisement and identify support needs for member jurisdictions.	At the start of the program and monthly/weekly as needed
Identify and coordinate with auto part stores to reserve dates for an oil filter exchange event at their store. Prior to each event, contact the participating store to ensure sufficient capacity for used oil and filters, that promotional items have been delivered, and confirm all event logistics.	At the start of the program and prior to each event as needed
Purchase Used Oil Recycling Items (used oil drain pans, shop rags, and funnels) and deliver them to the Auto Parts Store for the events.	At the start of the program and weekly as needed
Prepare and submit permits and certificate of insurance were required	At the start of the program and weekly as needed
Develop contracts as appropriate for CVAG approval with media outlets for pre-event advertising and onsite promotion of programs (i.e., radio, etc.)	At the start of the program and weekly as needed
Create event flyers and other printed materials, as well as posting content on social media platforms promoting the event	At the start of the program and weekly as needed
Ensure that on the day of the event, there are handouts and information including the impact used oil has on the environment, pledge cards and household hazardous waste informational brochures.	At the start of the program and weekly as needed
Staff all the Used Oil Filter Exchange Events.	On the date of each event
Ensure that various program measurements are being tracked and documented at each event including: Number of participants, Quantity of used oil equipment given away (funnels, shop rags, oil containers), Number of filters collected, Gallons of oil collected. Ensure that event data is provided to participating auto parts stores.	At each event and following each event and as needed throughout the term of the agreement.
Coordinate with the event locations to collect data one month and three months after each event and provide a memorandum documenting the event statistics and assessment of program effectiveness	As needed, per schedule to be established.
Conduct inspections at 12 centers in accordance with CalRecycle's guidelines; inform CVAG if a center refuses to cooperate with an inspection request; compile the results of the inspections in reports prepared for CVAG.	Throughout the agreement term program and weekly as needed
Arbolitos" or "little trees" mini video contest	1 to 2 times per year or as needed

Exhibit “B”

PRICE FORMULA

See following page.

DRAFT

**Southern California Mountains
Foundation**
*Urban Conservation Corps of the Inland
Empire*



Grant/Client: Coachella Valley Association of Governments

Project: Used Oil Program
Starting date: 7/1/2023
End date: 6/30/2024
one year proposal

A) Personnel

Name & Title or Position Title	Total Hours	Hourly Wage	Coachella Valley Association of Governments Grant Funds	Grantee Match Funds	Total
6 Corpsmembers () for 8.00 hours per day for 12 days for 576 total hours.	576	\$ 46.58	\$ 26,830.08	\$ -	\$ 26,830.08
1 CV Recycling Coordinator () for 8.00 hours per day for 36 days for 288 total hours.	288	\$ 24.00	\$ 6,912.00	\$ -	\$ 6,912.00
1 Social Media Coordinator () for 8.00 hours per day for 12 days for 96 total hours.	96	\$ 25.00	\$ 2,400.00	\$ -	\$ 2,400.00
Total - A) Personnel			\$ 36,142.08	\$ -	\$ 36,142.08

B) Fringe Benefits

Name & Title or Position Title	Salary/Wage Base	Fringe Benefit Rate %	Coachella Valley Association of Governments Grant Funds	Grantee Match Funds	Total
Corpsmember/Volunteer benefits are included in hourly Corpsmember-/Volunteer rate	\$ 26,830.08	0.00%	\$ -	\$ -	\$ -
Benefits for CV Recycling Coordinator (7.65% FICA, 5.20% SUI, 0.99% Workers Comp, 0.00% Health Ins, 3% 403b match) for 16.84% total benefit rate.	\$ 6,912.00	16.84%	\$ 1,163.98	\$ -	\$ 1,163.98
Benefits for Social Media Coordinator (7.65% FICA, 5.20% SUI, 0.99% Workers Comp, 0.00% Health Ins, 3% 403b match) for 16.84% total benefit rate.	\$ 2,400.00	16.84%	\$ 404.16	\$ -	\$ 404.16
Total - B) Fringe Benefits			\$ 1,568.14	\$ -	\$ 1,568.14

D)Supplies:

Item	Quantity	Cost per unit	Coachella Valley Association of Governments Grant Funds	Grantee Match Funds	Total
Materials and Supplies - rags, funnels, drain pans, school contest supplies, printing costs, etc.	1	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
Total - D)Supplies:			\$ 2,500.00	\$ -	\$ 2,500.00

E) Contract(s):

Item	Quantity	Cost per unit	Coachella Valley Association of Governments Grant Funds	Grantee Match Funds	Total
1 Contracts with Marketing, radio and local purchased media slots	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
Total - E) Contract(s):			\$ 3,000.00	\$ -	\$ 3,000.00

	Coachella Valley Association of Governments Grant Funds	Grantee Match Funds	Total
Total Direct Costs	\$ 43,210.22	\$ -	\$ 43,210.22
Indirect rate at 22.48%	\$9,713.66		\$ 9,713.66
Grant Grand Total	\$ 52,923.88	\$ -	\$ 52,923.88



Southern California Mountains Foundation's Urban Conservation Corps

Used Oil Program Proposal

Submitted May 09, 2023 to:
**Coachella Valley Association of Governments
2023 Used Oil Recycling Program
Request for Proposals**

Primary Contact:
Jennifer Prado
Coachella Valley Site Director
82579 Fleming Way
Suite C
Indio, CA 92201
(760) 883-0109
jprado@mountainsfoundation.org

A. Introduction

Any qualifying statements or comments regarding the Consultant's proposal, the information provided in the RFP, or the proposed contract (RFP- Attachment A.).

There are no comments, we understand the information provided in the RFP.

Provide background on your firm and its capacity to provide the services that CVAG is seeking.

The legal applicant on the proposed project is the Southern California Mountains Foundation (SCMF). The SCMF has an operating budget of over 6 million annually in programs and services to promote environmental conservation, youth workforce development and community engagement. Since its inception in 1993, the SCMF has managed and administered millions in federal, state and local grants and contracts including the U.S. Forest Service; National Parks Service; Department of Labor, Housing and Urban Development; the Bureau of Land Management, California Department of Forestry and Fire Protection, AmeriCorps, the National Forest Foundation and our largest service contract is with the California Department of Resources Recycling and Recovery (CalRecycle). Each year, the SCMF through the Urban Conservation Corps is awarded a CalRecycle Grant as part of being a Local Certified Conservation Corps. Through our CalRecycle Grant, we administer four recycling programs including plastic, aluminum and glass beverage containers, electronic waste, waste tires and used oil recycling education. The SCMF has over nine years of effectively administering a used oil recycling program in San Bernardino and Riverside Counties including marketing and implementing used oil filter exchange programs. We are experienced with CalRecycle regulations and data collection needs that are required per our contract.

Descriptions of the roles, credentials, and relevant experience of team members who will be involved in the project, including any sub-contractors.

The SCMF team members that will be involved in the proposed project are:

Jennifer Prado, the UCC Site Director at our Indio site in the Coachella Valley. Ms. Prado's role will be direction and oversight. Ms. Prado has a 10-year history of managing and implementing programs in the Coachella Valley.

Malcolm Cade, UCC Site Manager at our Indio site in the Coachella Valley. Mr. Cade's role will be the project manager and will ensure that all deliverables and tasks are being performed.

Jesus Lua Cantu, UCC Recycling Coordinator at our Indio Site in the Coachella Valley. Mr. Cantu will be the main UCC point of contact for the businesses hosting the events at their stores, and he will be coordinating the program details and logistics.

UCC Corpsmembers at our Indio site in the Coachella Valley. A team of corpsmembers (age 18-26) will be involved as recycling educators and in project implementation. We will be selecting corpsmembers that have the most experience in environmental / recycling education.

B. Organization Profile and Statement of Qualifications:

1. Organization name. 2. A brief history of the organization, including the number of years in operation under the present organization name, as well as prior names and number of years'

experience providing the proposed, equivalent, or related services. 3. Organization size – total number of personnel and proposed number of personnel that could be available to provide services.

The Southern California Mountains Foundation (SCMF) has a rich history of engaging the public in environmental conservation. Originally called the San Bernardino National Forest Association (SBNFA), SBNFA was founded in 1993 by retired U.S. Forest Service supervisors who envisioned public engagement in natural resource protection. By the early 2000s, SBNFA grew into a robust non-profit organization and became the Southern California Mountains Foundation (SCMF). Today the SCMF focuses on conservation programs and environmental education that protects our natural resources through adult and family-led programming; and provides interpretive services that focus on outdoor recreation, responsible use, and stewardship of our natural environment. The SCMF consists of 30 full-time staff, 75-100 part-time employees and 750 volunteers. We achieve our mission through seven programs: (1) Urban Conservation Corps of the Inland Empire, (2) Big Bear Discovery Center, (3) Off-Highway Vehicles, (4) Fire Lookouts, (5) National Children's Forest, (6) Music in the Mountains and (7) Big Bear Trails. Our Indio site has 6 full-time employees, and approximately 30 part-time employees who could be available to provide services.

4. Describe qualifications, experience, and expertise of principal team members.

Jennifer Prado UCC Site Director – Coachella Valley, is responsible for overseeing the work of 40 staff and corpsmembers that work on several conservation projects throughout the Coachella Valley in Riverside County. Her primary responsibility within the organization is to develop and oversee the nearly four dozen contracts that the Corps typically undertakes on a yearly basis in order to employ over 50 corpsmember participants. She has extensive experience in environmental conservation and protection programs has worked closely with local, state, and federal land managers on several environmental conservation projects including but not limited to: preservation of cultural sites, interpretive programming, visitor services, invasive plant removal, fire rehabilitation, erosion control, fence construction, site inventory, route closure and more. She is also a CA certified herbicide applicator. Jennifer has managed over 100 projects and grants from her former job and has extensive experience in working with County, State, and Federal Land Management agencies to obtain conservation goals. Jennifer formerly was with the Friends of the Desert Mountains for over 7 years and was employed with the Southern California Mountains Foundation in 2022. She holds a law degree and will provide project oversight, direction, and management.

Malcolm Cade, UCC Site Manager—Coachella Valley, has been employed by the UCC since 2012, his first two years as a Crew Supervisor. His primary responsibility is to train young adults in conservation and recycling programs including managing components of the CalRecycle grant for beverage containers, e-waste, waste tires and used oil recycling programs. He implements and monitors the progress on projects and ensures they are meeting the contract and grant obligations. He also oversees restoration projects, landscape maintenance, and fire/fuel reduction projects, as well as post-project completion – all responsibilities that relate directly to this project. During his 11 years at the UCC, Malcolm has acquired multiple certifications in a wide variety of fields: S-212, Chainsaw (up to C felling capabilities), Type II Wildland Firefighter, CPR and First Aid. He will dedicate 20-25% of his time to the project and will be a Corps liaison with CVAG.

Jesus Lua Cantu, UCC Recycling Program Coordinator—Coachella Valley, has been employed by the UCC since 2016. In his 7 years of experience with the UCC, he has worked on a variety of recycling,

education and outreach, and conservation projects including Used Oil Recycling education and oil events. Mr. Cantu will be the main point of contact for program coordination and implementation.

5. Provide a minimum of three (3) references from similar engagements - name, company, current phone number, and email address; and a brief description of the engagement and system selected/implemented.

Andres Carrasquillo
Southern California Association of Governments
carrasquillo@scag.ca.gov
Tel: (213) 630-1401

Corpsmembers worked and educated the public on safety and justice issues in regard to transportation and public health.

Anthony Pham
California Conservation Corps
Anthony.Pham@ccc.ca.gov
Grant Coordinator, Environmental Programs
Emergency and Environmental Programs Unit
Pronouns: He/Him/His
1719 24th Street
Sacramento, CA 95816
P: (916) 341-3183
Corpsmembers provided education and training on active transportation.

Jihadda Govan (she/her/hers)
Monument Manager
Forest Service
San Bernardino National Forest
Sand to Snow National Monument
p: 909-382-2697
c: 909-693-0778
jihadda.govan@usda.gov
Corpsmembers engaged in public land management activities.

C. Project Understanding and Approach

This section of the Proposal should provide an introductory description of the Proposer's understanding of the project, and a detailed description of the proposed approach and scope of work for the tasks identified in Section II. Statement of Work (including key tasks, deliverables, and timeframe/schedule).

Used Oil Recycling Program: The purpose of the Used Oil Recycling Project is to promote awareness and encourage action by Coachella Valley residents and businesses to protect the environment by recycling used motor oil. The CVAG Used Oil Recycling Program is funded by a grant from the California Department of Resources Recycling and Recovery ("CalRecycle") which provides funding to local governments and Certified Conservation Corps to reduce the environmental impacts of improper disposal

of used motor oil. CalRecycle's Used Oil Recycling Program promotes alternatives to the illegal disposal of used oil by supporting a statewide network of collection opportunities and outreach efforts to inform and motivate the public to recycle used oil and used oil filters. CalRecycle's goal is to provide the public with convenient locations to properly recycle used oil and develop methods to motivate the public to recycle their used oil and used oil filters.

CVAG Used Oil Filter Exchange Program: CVAG has been coordinating used oil recycling programs for member agencies for several years. The main activities under the CVAG Used Oil Filter Exchange Program is as follows:

- Used oil and filter recycling events held at local auto parts stores in member cities throughout the Coachella Valley and Blythe.
- Free items offered at used oil recycling events, such as oil drain pans, funnels, and shop rags. Free oil filters are given to those who bring in a used oil filter for recycling.
- Inspection and certification of used oil recycling centers in the Coachella Valley.
- Development and implementation of a marketing program to promote used oil events and used oil recycling through various media outlets.
- Awareness and education campaign in support of CVAG member jurisdictions to encourage used oil recycling through information in newsletters, flyers, and other outlets.
- Preparation of status reports for CVAG committees and collection of data for the annual report submitted by August 15th of each year to CalRecycle. Collection of statistical data on used oil collection for all participating cities to be used as baseline to assess progress toward program goal of increased used oil recycling 5% over previous year

SCMF-Urban Conservation Corps (UCC) Coachella Valley Approach: Understanding the need to promote awareness and action by Coachella Valley residents and businesses to protect the environment by recycling used motor oil, the proposed project will use UCC Recycling Educators — to do just that. The UCC has been operating a used oil recycling program for over nine years funded through CalRecycle. We understand the importance of used oil recycling and have experience conducting and marketing this program in the Inland Empire. Please see our Used Oil Recycling Video that we created and distributed to business, organizations, government agencies, schools, and community events (<https://vimeo.com/326130804/9a3c9da095>). We also have considerable experience in inspecting certified used oil recycling centers and the data that needs to be reported back to CalRecycle. Our proposed approach for CVAG is described below.

Under the direction of the UCC Site Director, Jennifer Prado, a longtime resident and community leader in the Coachella Valley, a minimum of four young people who have been trained as Recycling Educators will be appointed to be the “boots-on-the-ground” for this project. We know our young people are passionate about protecting the Coachella Valley environment and will be empowered with a voice to encourage residents and businesses to recycle used motor oil. Our UCC Recycling Educators are members of the communities we serve. They are culturally responsive, effective and will bring youthful energy into the program's marketing and implementation. This will enhance CVAG's used oil filter exchange program and broaden the target audience to attract Coachella Valley's young people. Under the direction of UCC Site Director, Jennifer Prado, the Recycling Educators will perform the following scope of work, tasks, and deliverables:

- Plan and carry out Used Oil Filter Exchange Events in participating cities in the Coachella Valley.
- Identify and survey participating cities to create a schedule of events, identify city staff involved at the events, assess opportunities for advertisement and identify support needs for member jurisdictions.
- Identify and coordinate with auto part stores to reserve dates for an oil filter exchange event at their store. Prior to each event, contact participating stores to ensure sufficient capacity for used oil and filters, that promotional items have been delivered, and confirm all event logistics.
- Purchase Used Oil Recycling Items (used oil drain pans, shop rags, and funnels) and deliver them to the Auto Parts Store for the events.
- Prepare and submit permits and certificate of insurance were required.
- Develop contracts (as appropriate and with CVAG approval) with media outlets for pre-event advertising and onsite programs (i.e., radio, etc.).
- Create event flyers and other printed materials and promote the event on social media.
- Ensure that on the day of the event, there are handouts and information available about the impact improper disposal of used oil has on the environment, and pledge cards and household hazardous waste informational brochures.
- Staff all the Used Oil Filter Exchange Events.
- Ensure that all required program measurements are being tracked and documented at each event including: Number of participants, quantity of used oil equipment given away (funnels, shop rags, oil containers), number of filters collected, and gallons of oil collected. Also ensure that event data is provided to participating auto parts stores.
- Coordinate with the event locations to collect data one month and three months after each event and provide a memorandum documenting the event statistics and assessment of program effectiveness.
- Conduct inspections at 12 centers in accordance with CalRecycle's guidelines; inform CVAG if a center refuses to cooperate with an inspection request; compile the results of the inspections in reports prepared for CVAG.

In addition to the school poster drawing contest, we wish to broaden the targeted audience and to improve participation among young people. To that end, we will also include alternative outreach activities into the program. We will create social media content to be posted on several platforms to market the events. We will also create an alternative mini video contest to be promoted in the schools called "Arbolitos" (little Trees) to encourage kids to create a mobile-friendly video or "mini concert" about the importance of protecting our environment and especially our trees through proper recycling and disposal of used oil and filters—instead of dumping it into the environment. Our UCC Recycling Educators will be the judges and cash prizes will be provided for the winners. Winning cell phone videos will be uploaded on social media and played at the Used Oil Filter Exchange Events.

Key Task/Deliverables	Time Frame
Plan and carry out Used Oil Filter Exchange Events in participating cities with participating businesses in the Coachella Valley.	Once a month or as directed by CVAG
Identify and survey participating cities and businesses to create a schedule of events, identify city staff and involvement at the events, assess opportunities for advertisement and identify support needs for member jurisdictions.	At the start of the program and monthly/weekly as needed
Identify and coordinate with auto part stores to reserve dates for an oil filter exchange event at their store. Prior to each event, contact the participating store to ensure sufficient capacity for used oil and filters, that promotional items have been delivered, and confirm all event logistics.	At the start of the program and prior to each event as needed
Purchase Used Oil Recycling Items (used oil drain pans, shop rags, and funnels) and deliver them to the Auto Parts Store for the events.	At the start of the program and weekly as needed
Prepare and submit permits and certificate of insurance were required	At the start of the program and weekly as needed
Develop contracts as appropriate for CVAG approval with media outlets for pre-event advertising and onsite promotion of programs (i.e., radio, etc.)	At the start of the program and weekly as needed
Create event flyers and other printed materials, as well as posting content on social media platforms promoting the event	At the start of the program and weekly as needed
Ensure that on the day of the event, there are handouts and information including the impact used oil has on the environment, pledge cards and household hazardous waste informational brochures.	At the start of the program and weekly as needed
Staff all the Used Oil Filter Exchange Events.	On the date of each event
Ensure that various program measurements are being tracked and documented at each event including: Number of participants, Quantity of used oil equipment given away (funnels, shop rags, oil containers), Number of filters collected, Gallons of oil collected. Ensure that event data is provided to participating auto parts stores.	At each event and following each event and as needed throughout the term of the agreement.
Coordinate with the event locations to collect data one month and three months after each event and provide a memorandum documenting the event statistics and assessment of program effectiveness	As needed, per schedule to be established.
Conduct inspections at 12 centers in accordance with CalRecycle's guidelines; inform CVAG if a center refuses to cooperate with an inspection request; compile the results of the inspections in reports prepared for CVAG.	Throughout the agreement term program and weekly as needed
Arbolitos" or "little trees" mini video contest	1 to 2 times per year or as needed

**Southern California Mountains
Foundation**
*Urban Conservation Corps of the Inland
Empire*



Grant/Client: Coachella Valley Association of Governments

Project: Used Oil Program
Starting date: 7/1/2023
End date: 6/30/2024
one year proposal

A) Personnel

Name & Title or Position Title	Total Hours	Hourly Wage	Coachella Valley Association of Governments Grant Funds		Grantee Match Funds		Total
6 Corpsmembers () for 8.00 hours per day for 12 days for 576 total hours.	576	\$ 46.58	\$	26,830.08	\$	-	\$ 26,830.08
1 CV Recycling Coordinator () for 8.00 hours per day for 36 days for 288 total hours.	288	\$ 24.00	\$	6,912.00	\$	-	\$ 6,912.00
1 Social Media Coordinator () for 8.00 hours per day for 12 days for 96 total hours.	96	\$ 25.00	\$	2,400.00	\$	-	\$ 2,400.00
Total - A) Personnel			\$	36,142.08	\$	-	\$ 36,142.08

B) Fringe Benefits

Name & Title or Position Title	Salary/Wage Base	Fringe Benefit Rate %	Coachella Valley Association of Governments Grant Funds		Grantee Match Funds		Total
Corpsmember/Volunteer benefits are included in hourly Corpsmember-/Volunteer rate	\$ 26,830.08	0.00%	\$	-	\$	-	\$ -
Benefits for CV Recycling Coordinator (7.65% FICA, 5.20% SUI, 0.99% Workers Comp, 0.00% Health Ins, 3% 403b match) for 16.84% total benefit rate.	\$ 6,912.00	16.84%	\$	1,163.98	\$	-	\$ 1,163.98
Benefits for Social Media Coordinator (7.65% FICA, 5.20% SUI, 0.99% Workers Comp, 0.00% Health Ins, 3% 403b match) for 16.84% total benefit rate.	\$ 2,400.00	16.84%	\$	404.16	\$	-	\$ 404.16
Total - B) Fringe Benefits			\$	1,568.14	\$	-	\$ 1,568.14

D)Supplies:

Item	Quantity	Cost per unit	Coachella Valley Association of Governments Grant Funds		Grantee Match Funds		Total
Materials and Supplies - rags, funnels, drain pans, school contest supplies, printing costs, etc.	1	\$ 2,500.00	\$	2,500.00	\$	-	\$ 2,500.00
Total - D)Supplies:			\$	2,500.00	\$	-	\$ 2,500.00

E) Contract(s):

Item	Quantity	Cost per unit	Coachella Valley Association of Governments Grant Funds		Grantee Match Funds		Total
1 Contracts with Marketing, radio and local purchased media slots	1	\$ 3,000.00	\$	3,000.00	\$	-	\$ 3,000.00
Total - E) Contract(s):			\$	3,000.00	\$	-	\$ 3,000.00

	Coachella Valley Association of Governments Grant Funds		Grantee Match Funds		Total
Total Direct Costs	\$	43,210.22	\$	-	\$ 43,210.22
Indirect rate at 22.48%		\$9,713.66			\$ 9,713.66
Grant Grand Total	\$	52,923.88	\$	-	\$ 52,923.88

ITEM 7A

ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE
ATTENDANCE RECORD
FY 2022-2023

VOTING MEMBERS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Agua Caliente Band of Cahuilla Indians	-	-		-	✓	-	-		-	✓	✓	
City of Blythe	-	-		-		-	-		-	✓	✓	
City of Cathedral City	-	-	✓	-		-	-	✓	-	✓		
City of Coachella	-	-	✓	-		-	-	✓	-	✓	✓	
Coachella Valley Water District	-	-		-		-	-		-			
City of Desert Hot Springs	-	-	✓	-		-	-	✓	-		✓	
Imperial Irrigation District	-	-	✓	-	✓	-	-		-	✓		
City of Indian Wells	-	-		-		-	-	✓	-	✓	✓	
City of Indio	-	-	✓	-	✓	-	-	✓	-	✓	✓	
City of La Quinta	-	-	✓	-	✓	-	-	✓	-	✓	✓	
Mission Springs Water District	-	-	✓	-	✓	-	-	✓	-	✓		
City of Palm Desert	-	-	✓	-	✓	-	-	✓	-	✓	✓	
City of Palm Springs	-	-	✓	-	✓	-	-	✓	-	✓		
City of Rancho Mirage	-	-		-	✓	-	-	✓	-	✓	✓	
Riverside County - District 4	-	-	✓	-		-	-	✓	-		✓	
Torres Martinez Desert Cahuilla Indians	-	-	**	-	**	-	-		-			

EX-OFFICIO / NON-VOTING MEMBERS

Desert Water Agency	-	-		-		-	-		-			
Riverside County - District 5	-	-	✓	-	✓	-	-		-			

Absent
Vacancy

**

No Meeting
Present

-

✓

ITEM 7B

Coachella Valley Association of Governments Energy & Environmental Resources Committee June 8, 2023



STAFF REPORT

Subject: Update on the Inland Regional Energy Network

Contact: David Freedman, Program Manager (dfreedman@cvag.org)

Recommendation: Information

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN) for the Inland Empire, known as Inland Regional Energy Network (I-REN). I-REN is governed by a new Executive Committee. Based on previous CVAG committee direction, CVAG's Energy & Environmental Resources Committee reviews the items being presented to the I-REN Executive Committee and provides direction to the Chair on how to vote for the region.

I-REN's Executive Committee met on May 16, 2023, with consulting firms BluePoint Planning presenting the strategic plan for I-REN and Frontier Energy presenting program updates for codes and standards. No formal actions were taken on these items. The I-REN Executive Committee's next scheduled meeting is August 15, 2023. With this staff report, CVAG staff is providing a brief update on the work that will occur over the summer months.

I-REN Orientation Meetings

CVAG staff has scheduled three I-REN orientations for CVAG's member jurisdictions. The meetings will run from 10:00 a.m. until 2:00 p.m., with lunch being provided. The first orientation is scheduled to be held in the City of Blythe on June 20, 2023, at Blythe City Hall. A meeting focused on cities primarily served by Southern California Edison – the cities of Cathedral City, Desert Hot Springs, Indian Wells, Palm Desert, Palm Springs, and Rancho Mirage – will be held on July 11, 2023, at CVAG's Parkview Building conference room, 73-710 Fred Waring Dr., Suite 119, in Palm Desert. A third orientation will be held for cities served by the Imperial Irrigation District – the cities of Coachella, Indio, and La Quinta – on August 3, 2023, at City of Indio's Emergency Operations Center Training Room, 100 Civic Center Mall, Indio, CA 92201. CVAG staff will be reaching out to staff at member jurisdictions with additional details.

I-REN CivicSpark Fellowship

As noted in the Committee's last update, I-REN staff is working with CivicWell to identify, recruit, and place up to 27 fellows in its CivicSpark fellowship program in communities throughout I-REN's service area. Although the fellowships do not start until fall 2023, CVAG staff recommends that interested cities complete applications as soon as possible. CVAG staff is available to assist with the applications.

Fiscal Analysis: There is no cost to CVAG for participation in I-REN. Staff time dedicated to I-REN and the costs of the services of consultants are covered through the I-REN budget.

ITEM 7C

**Coachella Valley Association of Governments
Energy & Environmental Resources Committee
June 8, 2023**



STAFF REPORT

Subject: Update on Property Assessed Clean Energy (PACE) Program

Contact: Elizabeth Barnwell, Management Analyst (ebarnwell@cvag.org)

Recommendation: Information

Background: Property Assessed Clean Energy (PACE) programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their homes and businesses, with little or no money out of pocket. Financing for these improvements is paid back through a lien placed on the property and collected through the annual property tax bill. CVAG staff provides quarterly updates on the PACE program to the Energy & Environmental Resources Committee. The attached report details the PACE activity for March through May 2023.

Current active residential and commercial PACE providers in Coachella Valley consist of CaliforniaFIRST/Renew Financial (Renew), HomeRun Financing/PACE Funding (HomeRun), and FortiFi (formerly known as Energy Efficient Equity or E3). Residential and commercial installations have slowed down since the last report, potentially due to changes in the net energy metering (NEM) program approved by the California Public Utilities Commission (NEM) earlier this year. This change is known as NEM 3.0, or the Solar Billing Plan, and it took effect on April 15, 2023 for Southern California Edison customers. Under the new program, solar customers will be compensated at a lower rate for excess solar generation, which could lead to fewer rooftop solar installations in the coming months.

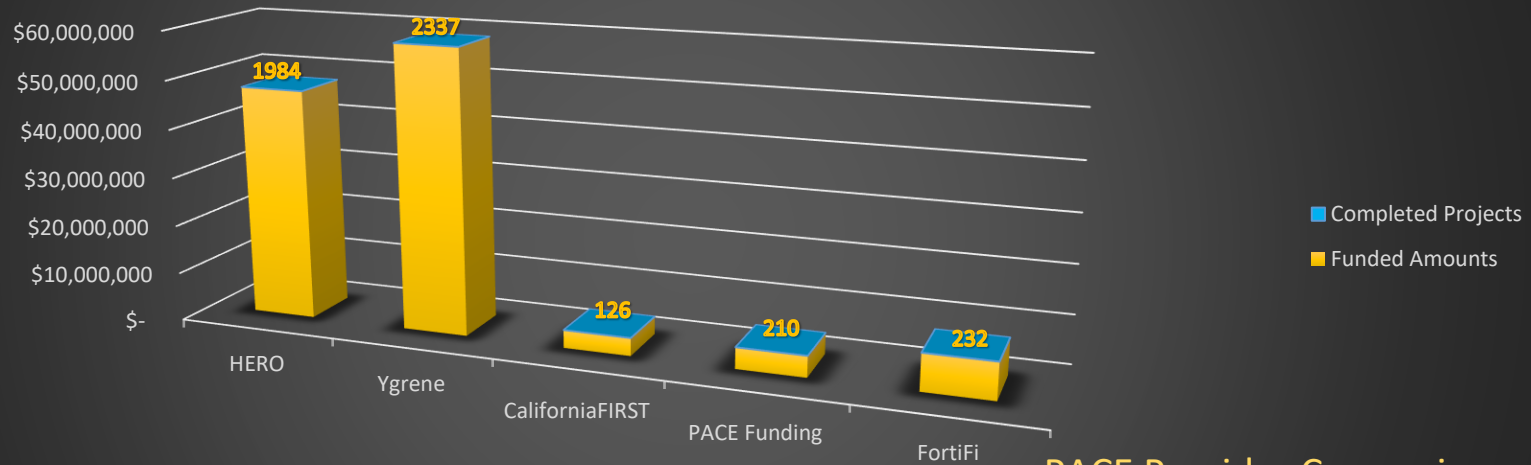
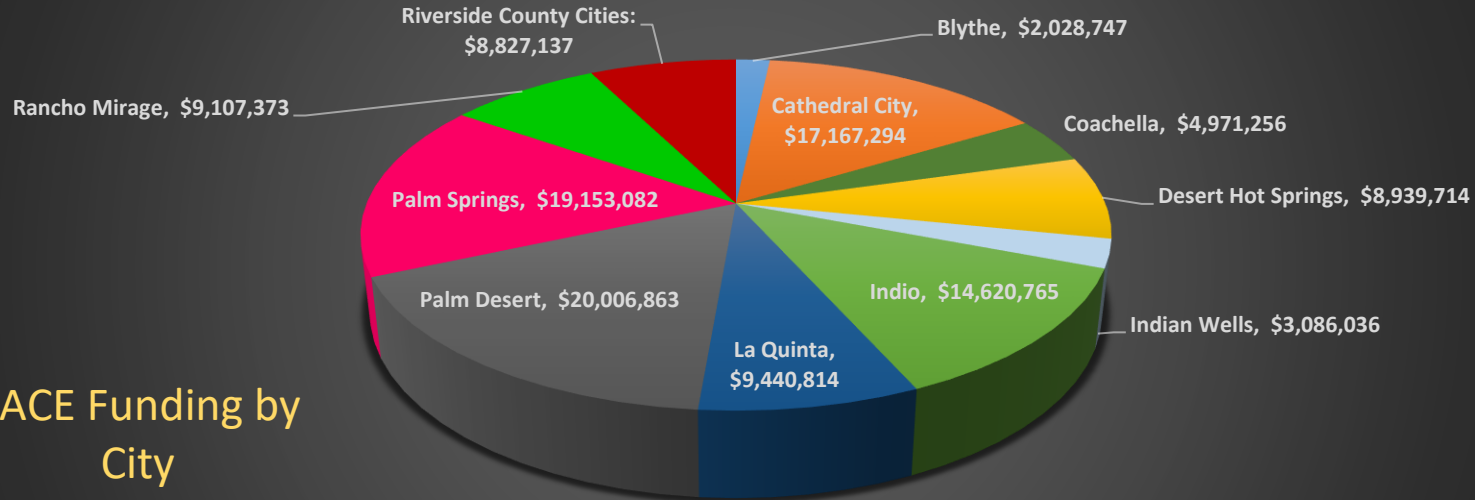
CVAG will continue to track and report on the status of the PACE residential and commercial PACE providers that operate in CVAG's member jurisdictions.

Fiscal Analysis: There is no cost associated with this update. CVAG's staff time spent on these programs is recovered by a participation fee collected from each provider.

Attachment: PACE Activity Report for March through May 2023

CVAG PACE REPORT

PACE Funding by City



PACE Provider Comparison

CARS REMOVED FROM ROAD: 41910

PACE providers have interest rate ranges from 5.99%-10.98%

JOB'S CREATED: 1067

Updated for May 26, 2023

ITEM 7D

Coachella Valley Association of Governments Energy & Environmental Resources Committee June 8, 2023



STAFF REPORT

Subject: Southern California Edison General Rate Case and Imperial Irrigation District Rate Comparison

Contact: Emily Langenbahn, Program Specialist (elangenbahn@cvag.org)

Recommendation: Information

Background: At a recent meeting of the Energy & Environmental Resources Committee, staff was asked about providing a comparison of rates between Southern California Edison (SCE) and Imperial Irrigation District (IID).

Pursuant to the California Public Utilities Commission's (CPUC) procedure, each Investor-Owned Utility (IOU) must file a General Rate Case (GRC), which set rates that customers pay to fund day-to-day operations, including maintenance for equipment and electricity grid upgrades. Each IOU files a GRC application every three years, which typically includes rate increases, that is subject to review by the CPUC. SCE filed its most recent GRC for 2025 on May 12, 2023, in which SCE has requested an approximately 10% increase to its projected 2024 residential customer rates. SCE has requested approval of this 10% increase by December 2, 2024, and it would be effective in 2025. All cities in SCE's affected service territory will be notified of this increase. Public participation hearings are likely to occur in the latter half of this year.

SCE has stated that these rate increases are necessary to cover the rising costs of purchased power and ongoing grid maintenance and repair, which include growing climate risks and an acceleration in the rate of grid electrification such as electric vehicles, heat pumps, and other factors, among its customer groups. Infrastructure replacement also factors into SCE's cost increase, and accounts for 29% of the projected roughly \$40 billion in capital expenditure from 2023 through 2028. Inspections and maintenance work are expected to be 13% of the total, and other distribution projects are estimated to account for about 11% of all spending.

Additionally, SCE's spending on wildfire mitigation has grown from about \$700 million in 2019 to about \$1.2 billion in both 2021 and 2022, driven by work on covered conductors. A covered conductor is a tool used to quickly mitigate the threat of wildfires that could be caused by debris blowing into power lines. Over the past three years, SCE has installed nearly 4,000 miles of covered conductors and is aiming to replace more than 7,200 miles of overhead lines, about three-fourths of the company's total network, by late 2025.

Lastly, SCE also stated that these rate increases are necessary to fairly compensate its shareholders and attract capital to meet its obligations to serve its customers safely and reliably.

The CPUC reviews detailed cost data for areas of utility operations and approves a budget for the first year – called a test year – of the GRC cycle. For years two and three (or post-test years) the GRC decision recommends how to adjust the test year budget for inflation and other factors that may affect costs, such as additional capital projects between test years. The CPUC has regulatory

mechanisms in place to adjust the costs approved in GRCs for unforeseen circumstances, such as wildfire risk in an IOU's service territory. Included below is SCE's estimated impact on customer rates from its 2025 GRC application:

Table 4
Estimated Impact Of This Request On Customer Rates

Bundled Average Rates (¢/kWh)*				
Customer Group	2024**	Proposed Change	Proposed Rates	% Change***
Residential	32.29	3.42	35.71	10.6%
Lighting - Small and Medium Power	28.38	2.89	31.26	10.2%
Large Power	19.92	1.37	21.29	6.9%
Agricultural and Pumping	23.44	2.00	25.44	8.5%
Street and Area Lighting	29.11	1.36	30.48	4.7%
Standby	17.24	1.07	18.31	6.2%
Total	27.11	2.45	29.56	9.0%

Residential Bill Impact (\$/Month)*					
Description	2024**	Proposed Change	2025 Proposed	% Change***	
Non-CARE Residential Bill	\$ 170.39	\$ 17.49	\$ 187.88	10.3%	
CARE Residential Bill	\$ 115.35	\$ 11.83	\$ 127.18	10.3%	

*These rate and bill impacts exclude greenhouse gas (GHG) revenues.

**2024 rate and bill impacts are derived by starting with SCE's approved March 1, 2023 rates and (1) layering on the revenue changes associated with SCE's 2021 GRC Track 4 (A.19-08-013) authorized base revenue requirement request, adjusted for the adopted Cost of Capital in D.22-12-031 (as modified in D.23-01-022), and the change to the wildfire liability insurance portion of the authorized base revenue requirement requested in a Petition for Modification of D.21-08-036, and (2) adjusting for estimated 2024 sales.

***The percentage change in this table is based on the impact SCE's 2025 GRC request has on overall rates (which include non-GRC revenues) in 2025.

The most significant change in average rates will be in the Residential and Lighting – Small and Medium Power categories. It is also worth noting that there also will be an approximately 10% impact on the residential customers enrolled in the California Alternate Rates for Energy (CARE) program, which provides financial assistance to lower-income customers. CVAG staff will continue to monitor the effective changes and rate impacts for SCE customers.

As a publicly owned utility, the Imperial Irrigation District (IID) is not required to submit a GRC to the CPUC. For general comparison purposes, the blended rates for residential customers in IID are 11.69 cents per kWh plus a monthly base charge of \$9.60 versus 32.29 cents per kWh in SCE. It is important to note that this SCE rate selected for comparison is the residential rate SCE projected for 2024. SCE utilizes different metrics when establishing customer rates as compared with IID, and the cost per kWh will vary for individual customers depending on the time of day, day of the week, rate structure selected, etc. Should the GRC take effect at SCE's proposed rate change, the blended rate for residential customers will rise to 35.71 cents per kWh.

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

ITEM 7E

Coachella Valley Association of Governments Energy & Environmental Resources Committee June 8, 2023



STAFF REPORT

Subject: California Air Resources Board - Advanced Clean Fleets regulation

Contact: Emily Langenbahn, Program Specialist (elangenbahn@cvag.org)

Recommendation: Information

Background: CVAG's Energy and Environmental Resources Committee has taken an interest in the State's shift to electric vehicles, including the infrastructure needed to support this change. This staff report provides an update on the Advanced Clean Fleets (ACF) regulation, which was adopted by the California Air Resources Board's (CARB) on April 28, 2023 to help accelerate a large-scale transition to zero-emission medium- and heavy-duty vehicles.

The ACF regulation applies to fleets owned by State, federal government agencies and local governments such as cities, counties and special districts. Local jurisdictions and State agencies are required to ensure 50 percent of vehicle purchases are zero-emission beginning in 2024 and 100 percent of vehicle purchases are zero-emission by 2027. Small government fleets (those with 10 or fewer vehicles) and those in designated low population counties must start their zero-emission vehicle purchases beginning in 2027.

The ACF regulation intends to achieve both increased air quality and the climate goals established in Governor's Executive Order N-79-20. This regulation is expected to save \$26.5 billion in statewide health benefits from pollutant emissions and a net cost savings of \$48 billion to fleets. This regulation is also scheduled for rapid implementation, meaning local agencies need to begin their implementation strategies as soon as possible. To establish a baseline for CARB to monitor, all fleet managers are required to provide a complete list and description of all vehicles in the current fleet by April 2024.

State and local government fleet owners may also choose to meet zero-emission vehicle standards using the Zero-Emission Vehicle Milestones Option as shown in the table below. State and local government fleets may purchase either zero-emission vehicles or near-zero-emission vehicles, or a combination of the two, until 2035. Starting in 2035, only zero-emission vehicles will meet the requirements.

Zero-Emission Vehicle Milestone Options:

Percentage of vehicles that must be zero-emission	10%	25%	50%	75%	100%
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles	2025	2028	2031	2033	2035 and beyond

Milestone Group 2: Work trucks, day cab tractors, buses with three axles	2027	2030	2033	2036	2039 and beyond

With the ACF regulation in place, CARB recognizes it will take time for supply to line up with demand. Because of this, CARB has included several exception categories. The most relevant exceptions to CVAG member agencies are listed below:

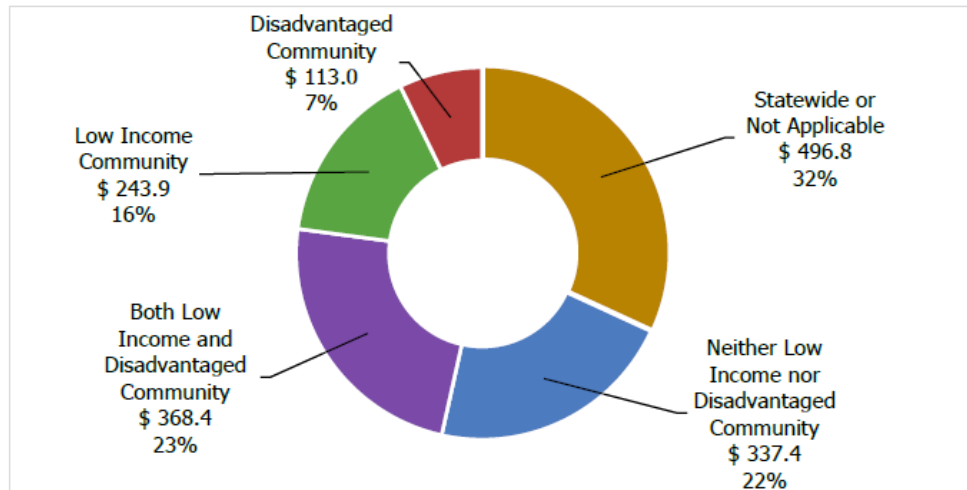
- *Daily Usage:* This exemption is for cases where no new electric vehicle is available to meet demonstrated daily usage needs. This exception is for fleets already comprised of at least ten percent zero-emission vehicles or near-zero-emission vehicles, also known as plug-in hybrids.
- *Infrastructure Delay:* This exemption allows for delays related to permitting and construction processes outside the control of a State or local agency for the installation of fueling and charging equipment. This type of exception is reserved for cases where the vehicle being replaced is 13 years old or older, and the exception is granted for up to two years, depending on the unique conditions of the project, and at the discretion of CARB.
- *Zero-Emission Vehicle Purchase:* Like the Infrastructure Delay exemption, this exemption is limited to vehicles that are at least 13 years old. CARB will publish the list for these vehicles no later than January 2025. If drive-cycle data reveals a case where an agency is unable to find a feasible zero-emission replacement, and it is not found on CARB's dedicated ZEV Purchase Exemptions list, the agency can submit a ZEV Purchase Exemption Application. Such applications must be accompanied by photos, a list of frame attachments, and documentation from at least two manufacturers stating the manufacturer doesn't offer a suitable replacement.
- *Non-repairable:* This exemption is for vehicles that require replacement unexpectedly, due to an accident or other one-time event that renders the vehicle inoperative. In such cases, CARB will allow for replacement with a vehicle of the same configuration and same model year or newer.

The ACF regulation is designed to accelerate deployment of zero-emission vehicles and air quality benefits to communities most impacted by truck emissions. However, there are concerns that entities operating within disadvantaged and rural communities may not have the infrastructure to support a fully zero-emission vehicle fleet, and the ACF regulation affects vehicles that operate directly in neighborhoods such as delivery trucks, garbage trucks, and utility trucks. As an example, the Imperial Irrigation District has expressed concerns about the charging infrastructure required to support and all zero-emission fleet, as well as the distance required to travel with utility trucks in their service territory.

To address this concern, the U.S. Department of Transportation has released its first round of funding through the Charging and Fueling Infrastructure Discretionary Grant Program to build EV charging in communities and neighborhoods nationwide. This program sets aside a total of \$2.5 billion in available grant funding for applicable entities including city or township governments, special district governments, federally recognized Native American tribal governments, and county governments. This first round of funding makes \$700 million from Fiscal Years 2022 and 2023 funding available to strategically deploy electric vehicle (EV) charging infrastructure and other fueling infrastructure projects in urban and rural communities in publicly accessible locations, including downtown areas and local neighborhoods, particularly in underserved and disadvantaged communities. Additional funding will be available for Fiscal Year 2024 and CVAG staff will continue to provide updates.

The California Energy Commission (CEC) is also providing funding opportunities with a projected breakdown in the Table provided below from CEC's draft 2023-2024 Investment Plan Update for the Clean Transportation Program, allocating funding to low-income and disadvantaged communities. CEC is working with the Disadvantaged Communities Advisory Group (DACAG), established under SB 350, to determine how programs can be more effective and beneficial for disadvantaged and rural communities. CEC believes expanding outreach is important for smaller, tribal, or rural communities that may not have the resources to compete for funding opportunities nor the information and awareness of state programs.

Figure ES-2: Proportion of Clean Transportation Program Funding Awarded to Projects Located in Disadvantaged or Low-Income Communities (in Millions)



CEC recently provided a proposed investment plan relating to zero-emission vehicle charging infrastructure, which is outlined in the table below. CVAG staff is also monitoring CEC Clean Transportation Program grant funding opportunities and will continue to provide updates.

Table ES-2: Proposed Investment Plan Allocations for FY 2023–2024 and Beyond, Including Clean Transportation Program (Program) and General Funds (in Millions)

Category	Funding Source	2023–2024*	2024–2025†	2025–2026†
Light-Duty Electric Vehicle Charging Infrastructure**	Program	\$13.8	-	-
Light-Duty Electric Vehicle Charging Infrastructure	General Fund	\$210.0	\$90.0	\$40.0
Equitable At-Home Charging	General Fund	\$160.0	\$80.0	\$40.0
Medium- and Heavy-Duty Zero-Emission Vehicle (ZEV) Infrastructure	Program	\$13.8	-	-
Drayage Truck ZEV Infrastructure	General Fund	\$185.0	\$49.0	-
Transit Bus ZEV Infrastructure	General Fund	\$90.0	\$50.0	\$30.0
School Bus ZEV Infrastructure††	General Fund	\$15.0	-	-
Clean Trucks, Buses, and Off-Road Equipment ZEV Infrastructure	General Fund	\$315.0	\$31.0	\$25.0
Port ZEV Infrastructure	General Fund	\$40.0	\$80.0	\$30.0
Emerging Opportunities	General Fund	\$35.0	\$11.0	-
Hydrogen Fueling Infrastructure	Program	\$10.0	-	-
Hydrogen Fueling Infrastructure	General Fund	\$20.0	\$20.0	\$20.0
Zero- and Near Zero-Carbon Fuel Production and Supply	Program	\$5.0	-	-
Workforce Training and Development	Program	\$5.0	-	-
	Total Program	\$47.6		
	Total General Fund	\$1,070	\$411	\$185

Source: California Energy Commission.

The ACF regulation will result in nearly half of all semi-trucks that travel on highways to be zero-emission by 2035, and about 70 percent to be zero-emission by 2042.

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS SCHEDULE OF MEETINGS

FISCAL YEAR 2023/2024



CVAG STANDING COMMITTEES	DAY	TIME	JULY (Dark)	AUG (Dark)	SEPT	OCT (Dark)	NOV	DEC (Dark)	JAN	FEB	MAR (Dark)	APR	MAY	JUN
EXECUTIVE COMMITTEE	Last Monday	4:30 p.m.	-	-	25	-	Dec 4	-	29	26	-	29	H June 3	24
TRANSPORTATION COMMITTEE	1 st Monday	10:00 a.m.		-	H Aug 28	-	6	-	H Jan 8 11:00 am	5	-	1	6	3
COACHELLA VALLEY CONSERVATION COMMISSION	2 nd Thursday	10:30 a.m.	-	-	14	-	9	-	11	8	-	11	9	13
DESERT COMMUNITY ENERGY	3 rd Monday	3:00 p.m.	17	21	18	16	20	-	H Jan 8	H Feb12	18	15	20	17
ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE	2 nd Thursday	12:00 p.m.	-	-	14	-	9	-	11	8	-	11	9	13
PUBLIC SAFETY COMMITTEE	2 nd Monday	9:00 a.m.	-	-	11	-	13	-	8	12	-	-	13	10
HOMELESSNESS COMMITTEE	3 rd Wednesday	10:00 a.m.	-	-	20	-	15	-	17	21	-	17	15	12
GENERAL ASSEMBLY	Last Monday in June	6:00 p.m.	-	-	-	-	-	-	-	-	-	-	-	24

H = Holiday * = Special Meeting

AGENDAS CAN BE FOUND AT: www.cvag.org.

UPDATED: June 1, 2023

PLEASE NOTE: When it becomes necessary to have a special meeting or to change the date of a meeting, committee members will be alerted and the change will be noted on the CVAG website calendar.