



ENERGY & SUSTAINABILITY COMMITTEE AGENDA

**THURSDAY, JANUARY 11, 2024
12:00 p.m.**

**CVAG Conference Room
73-710 Fred Waring Drive, Suite 104
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 & Sustainability Committee when called upon:

<https://us02web.zoom.us/j/85076011054?pwd=TzFDbFR2WkZaakVrbnFMQW5mTktQZz09>

**Dial In: +1 669 900 9128
Webinar ID: 850 7601 1054
Password: 881317**

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 & Sustainability 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** – Councilmember Oscar Ortiz, City of Indio, Chair

2. **ROLL CALL**

A. Member Roster

P4

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS ON AGENDA ITEMS**

Anyone wishing to address the Energy & Sustainability 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.

5. **COMMITTEE MEMBER / DIRECTOR COMMENTS**

6. **CONSENT CALENDAR**

- A. Approve the November 9, 2023 Committee Meeting Minutes

P5

7. **DISCUSSION / ACTION**

- A. **Update on Coachella Valley Energy Commission and Ongoing Analysis of Regional Alternative Governance** – Emmanuel Martinez

P10

Recommendation: Authorize the Executive Director to address Coachella Valley representation on Imperial Irrigation District electrical service matters by:

1. Negotiating terms and entering into an agreement with the highest ranked responsible responder to the request for the proposals for the Long-Term Governance and Electrical Services Strategic Plan; contingent upon:
2. Negotiating and entering into cost-sharing agreements with stakeholder agencies to cover the plan costs, with no cost to CVAG

- B. **Partnership with Governor's Office of Planning and Research for the Environmental Justice Government-to-Government Program** – Jacob Alvarez

P44

Recommendation: Authorize the Executive Director to take the necessary steps to partner with the Governor’s Office of Planning and Research and Integrated Climate Adaptation and Resiliency Program and accept \$100,000 from the Environmental Protection Agency’s Environmental Justice Government to Government Program (EPA EJG2G) program for the Community Based Climate Resilience: California Extreme Heat Adaptation Planning project

- C. **Regional Opportunities for the Environmental Protection Agency’s Climate Pollution Reduction Grant – Jacob Alvarez** **P46**

Recommendation: Authorize the Executive Director to take any necessary steps for CVAG to participate in the submission of the EPA Climate Pollution Reduction Grant application, including executing an agreement between partnering agencies, and provide feedback on climate pollution reduction concepts that are included in the Metropolitan Statistical Area’s Priority Climate Action Plan

- D. **Dust Storms and Poor Air Quality Likely Resulting from Tropical Storm Hilary – Tom Kirk** **P49**

Recommendation: Information

8. **INFORMATION**

- A. **Attendance Record** **P51**
- B. **Upcoming Used Oil and Oil Filter Recycling Events** **P52**
- C. **Rollout of California’s Solar Access Act** **P55**

9. **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.

10. **ANNOUNCEMENTS**

The next meeting of the **Energy & Sustainability Committee** will be held on Thursday, February 8, 2024, at noon at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

The next meeting of the **Executive Committee** will be held on Monday, January 29, 2024, at 4:30 p.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260

11. **ADJOURN**

ITEM 2A

**Energy & Sustainability Committee
Member Roster
2023 – 2024**



VOTING MEMBERS	
Agua Caliente Band of Cahuilla Indians	Tribal Vice Chair Candace Patencio Anderson
City of Blythe	Mayor Joseph DeConinck
City of Cathedral City	Mayor Po Tem Nancy Ross
City of Coachella	Mayor Pro Tem 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	Councilmember Donna Griffith
City of Indio	Councilmember 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	Mayor Pro Tem Ron deHarte
City of Rancho Mirage	Mayor Pro Tem 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 6A

Energy & Sustainability Committee Meeting Minutes November 9, 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 Vice Chair Linda Evans, City of La Quinta, at 12:08 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 104, in the City of Palm Desert.
2. **ROLL CALL** – Roll call was taken and it was determined that a quorum was present.

Members Present

Councilmember Nancy Ross
Councilmember Stephanie Virgen
Councilmember Russell Betts
Director JB Hamby (*arrived at item 4*)
Mayor Donna Griffith
Mayor Linda Evans, *Vice Chair*
Director Russ Martin
Councilmember Gina Nestande
Councilmember Ted Weill
Supervisor V. Manuel Perez (*left after 7A*)

Agency

City of Cathedral City
City of Coachella
City of Desert Hot Springs
Imperial Irrigation District
City of Indian Wells
City of La Quinta
Mission Springs Water District
City of Palm Desert
City of Rancho Mirage
Riverside County – District 4

Members/ Ex-Officios Not Present

Vice Chair Candace Patencio Anderson
Mayor Joseph DeConinck
Board Member Anthony Bianco
Mayor Oscar Ortiz, *Chair*
Councilmember Ron deHarte
Secretary Altrena Santillanes
Supervisor Yxstian Gutierrez

Agua Caliente Band of Cahuilla Indians
City of Blythe
Coachella Valley Water District
City of Indio
City of Palm Springs
Torres Martinez Desert Cahuilla Indians
Riverside County – District 5

3. PLEDGE OF ALLEGIANCE

Vice Chair Evans led the Pledge of Allegiance.

4. PUBLIC COMMENTS ON AGENDA ITEMS

Claudia Sall, with California Desert Coalition, spoke in opposition of Agenda Item 7A, with concerns about the recharge rate not being sustainable.

Chris Clarke, with nonprofit National Parks Conservation Association, spoke in opposition of Agenda Item 7A, including concerns of how the project would impact the regional aquifer.

Luke Basulto, resident of Joshua Tree, spoke in opposition of Agenda Item 7A, with concerns about the impact on the aquifer as well on the Tribal Nations and communities.

Joan Taylor, with the Sierra Club, spoke in opposition of Agenda Item 7A, stating it is not the solution to having clean water.

Mary Belardo, former Chairwoman of Torres Martinez Desert Cahuilla Indians, spoke in support of Agenda Item 7A and noted the work Cadiz has done with Torres Martinez to help address the unhealthy arsenic levels in their water.

Greg Cervantes with the Native Generations Group, spoke in support of Agenda Item 7A, citing the project's fresh water will benefit disadvantaged communities, farmworkers and their families.

Adonis Galarza, South Region Operations Officer for Farmworkers Institute Education and Leadership Development, spoke in support of Agenda Item 7A, stating this alone is not the solution to the problem, but is a step in the right direction.

Luis Lopez, with Audubon California, joined via Zoom to oppose Agenda Item 7A, noting independent studies showed the project would threaten significant damage to the environment.

Neil Desai, with the National Parks Conservation Association, joined via Zoom to oppose Agenda Item 7A, stating it is not a sustainable water supply and would cause environmental injustices.

John Monsen, member of the Sierra Club, joined via Zoom to oppose Agenda Item 7A, describing the project as an empty promise project that cannot meet the legal requirements.

Emily Buchi, Director at the Mojave National Preserve Conservancy, joined via Zoom to oppose Agenda Item 7A, citing findings published in scientific journals and confirmed by state and federal agencies.

Jennifer Lopez, resident of the Coachella Valley, joined via Zoom to oppose Agenda Item 7A, citing the project doesn't consider the environment and local communities.

Alicia Thomas, California Community Partnerships Manager with the Wilderness Society, joined via Zoom to oppose Agenda Item 7A, expressing concerns with the impact the Cadiz project would have on wildlife and plant species.

Ileene Anderson, California Deserts Director with the Center for Biological Diversity, joined via Zoom to express her opposition to Agenda Item 7A, stating environmental challenges.

Cassaundra Pino from the Native American Land Conservancy, joined via Zoom to express opposition to Agenda Item 7A, citing it would have detrimental impacts on Tribal nations, local communities, and desert wildlife.

Elizabeth Paige, Education and Stewardship Program Manager with the Native American Land Conservancy and member of Torres Martinez Band of Desert Cahuilla Indians, joined via Zoom to express her opposition to Agenda Item 7A, citing concerns of drawing out water from the Tribal landscapes.

Management Analyst Elysia Regalado read an emailed public comment from Steve Bardwell, President of Morongo Basin Conservation Association, who expressed his opposition to Agenda Item 7A as it would damage the desert environment.

5. COMMITTEE MEMBER / DIRECTOR COMMENTS

Executive Director Tom Kirk updated the committee regarding a grant that the State was receiving via the U.S. Environmental Protection Agency related to extreme heat adaptation. Mr. Kirk announced that the grant provides CVAG with \$100,000 and the City of Coachella with \$60,000.

Mr. Kirk announced that a follow up on potential regulation of Mylar balloons was distributed to member jurisdictions' staffs, advising them of the Executive Committee's decision to provide options available as they consider local approaches on the issue.

6. CONSENT CALENDAR

A. Approve September 14, 2023 Committee Meeting Minutes

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

THE MOTION CARRIED WITH 10 AYES AND 6 MEMBERS ABSENT.

Vice Chair Patencio Anderson	Absent
Mayor DeConinck	Absent
Councilmember Ross	Aye
Councilmember Virgen	Aye
Board Member Bianco	Absent
Councilmember Betts	Aye
Director Hamby	Aye
Mayor Griffith	Aye
Mayor Ortiz	Absent
Mayor Evans	Aye
Director Martin	Aye
Councilmember Nestande	Aye
Councilmember deHarte	Absent
Councilmember Weill	Aye
Supervisor Perez	Aye
Secretary Santillanes	Absent

7. DISCUSSION / ACTION

A. Presentation: Development of the Cadiz Water Project

Riverside County Supervisor V. Manuel Perez introduced Susan Kennedy, Executive Chair of the Cadiz Board, and spoke of the importance of addressing the different viewpoints, comments and concerns on the project.

Ms. Kennedy presented the details of the Cadiz project.

Member discussion ensued, including questions to Cadiz's team from members. Committee members stated that future presentations on controversial issues should

provide balancing viewpoints, and that a study session should be considered at a future date.

No action was taken as this was an informational item.

B. Dust Storms and Poor Air Quality Likely Resulting from Tropical Storm Hilary

This agenda item was deferred to a future agenda due to timing constraints.

C. Inland Regional Energy Network Program and Policy Development

Program Manager Jacob Alvarez presented the staff report.

IT WAS MOVED BY COUNCILMEMBER NESTANDE AND SECONDED BY DIRECTOR HAMBY TO:

- 1. PROVIDE CONCURRENCE WITH THE I-REN'S EXECUTIVE COMMITTEE'S APPROACH TO DISTRIBUTING PUBLIC SECTOR TECHNICAL ASSISTANCE RESOURCES AND**
- 2. AUTHORIZE THE EXECUTIVE DIRECTOR TO TAKE ANY NECESSARY STEPS TO AMEND I-REN AGREEMENTS AND ANY OTHER DOCUMENTS TO REMOVE SOCALGAS AS THE FISCAL AGENT**

THE MOTION CARRIED WITH 9 AYES AND 7 MEMBERS ABSENT.

Vice Chair Patencio Anderson	Absent
Mayor DeConinck	Absent
Councilmember Ross	Aye
Councilmember Virgen	Aye
Board Member Bianco	Absent
Councilmember Betts	Aye
Director Hamby	Aye
Mayor Griffith	Aye
Mayor Ortiz	Absent
Mayor Evans	Aye
Director Martin	Aye
Councilmember Nestande	Aye
Councilmember deHarte	Absent
Councilmember Weill	Aye
Supervisor Perez	Absent
Secretary Santillanes	Absent

D. Update on Coachella Valley Energy Commission and Ongoing Analysis of Regional Alternative Governance

This agenda item was deferred to a future agenda due to timing constraints.

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

A. Attendance Record

B. Update on Property Assessed Clean Energy (PACE) Program

C. California Air Resources Board- Funding and Program Opportunities Update

D. Annual Review of CVAG's Legislative Platform

9. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

10. ANNOUNCEMENTS

The next meeting of the **Energy & Sustainability Committee** will be held on Thursday, January 11, 2024, at noon at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

The next meeting of the **Executive Committee** will be held on Monday, December 4, 2023, at 4:30 p.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260

11. ADJOURN

Vice Chair Evans adjourned the meeting at 1:31 p.m.

Respectfully submitted,

Elysia Regalado
Management Analyst

ITEM 7A

Coachella Valley Association of Governments Energy & Sustainability Committee January 11, 2024



STAFF REPORT

Subject: Update on Coachella Valley Energy Commission and Ongoing Analysis of Regional Alternative Governance

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

Recommendation: Authorize the Executive Director to address Coachella Valley representation on Imperial Irrigation District electrical service matters by:

1. Negotiating terms and entering into an agreement with the highest ranked responsible responder to the request for the proposals for the Long-Term Governance and Electrical Services Strategic Plan; contingent upon:
2. Negotiating and entering into cost-sharing agreements with stakeholder agencies to cover the plan costs, with no cost to CVAG

Background: At the November meeting of the Energy and Sustainability Committee, staff provided a written update to the ongoing efforts to help provide representation for Coachella Valley stakeholders on Imperial Irrigation District's (IID) electrical service matters. The issue has become a regular item on CVAG's agendas as it has a memorandum of understanding with IID to provide staffing support to IID's Coachella Valley Energy Commission (CVEC) and the efforts to agree on next steps after 2033, when the lease provision under the existing agreement between Coachella Valley Water District (CVWD) and IID expires.

To analyze this issue and help develop a path towards a governance solution, the State's 2021 Budget Act allocated \$500,000 to fund a study that would provide governance options that provide proportional and direct representation for the Coachella Valley on IID's electrical service matters. The local agency formation commissions of Riverside County and Imperial County administered the "Alternative Governance and Electrical Services Study" (study), which was conducted by Dopudja and Wells. On November 30, 2023, in adherence with the statutory requirements, the final study was completed. Although the study identified the top two ranking alternatives – identified as Option 1.D Joint Powers Authority and Option 2.B New Publicly Owned Utility – more analysis is required to help refine these options and identify the preferred governance alternative.

On November 27, 2023 in anticipation of the final LAFCO study, CVEC's Governance Committee met to discuss next steps that build on the LAFCO study and help identify a preferred governance alternative. As noted in the November staff report to CVAG's Energy & Sustainability Committee, the initial recommendation was to secure a sole source contract with Leading Resources Incorporated – a Sacramento-based management consulting firm that has completed similar work on board governance, strategic planning, and organization. This initial recommendation was based on the narrow and specialized segment of work. However, upon further deliberation, the CVEC Governance Committee recommended that a competitive process be pursued to allow other interested and capable parties to submit a proposal. The

Governance Committee also recommended that CVAG take the lead in soliciting proposals and administering the long-term strategic plan efforts to avoid potential conflicts of interest or implications of bias that could occur if an impacted agency took the lead. Staff support for these efforts would fall under the provisions of CVAG's existing memorandum of understanding with IID to serve as coordinator for the CVEC and assist with related matters.

Based on the Governance Committee's feedback, CVAG staff, in coordination with the CVEC representatives and the member agencies, issued a request for proposals (RFP) on December 21, 2023, to focus on analyzing the top two alternatives. This effort will build on the study conducted by the joint-LAFCO's by providing an in-depth analysis of each of the two top two ranking alternatives, as well as assisting with identifying the level of responsibility, role and service delivery Coachella Valley stakeholders would like to achieve. As stated in the study's Summary of Findings, *"to determine which option best suits the needs of the Coachella Valley, stakeholders must first identify the desired roles, responsibilities, and rights for the potential service and governance option."* The proposed scope of work will include but is not limited to, assisting with identifying a preferred governance alternative, determine enabling legislation requirements, performing a financial evaluation, determining financing options, and obtaining legal opinions on matters related to certain questions raised, but not answered in the final study. Once the level of responsibility and role is determined, a recommendation can be made to match the desired responsibility and role with the best suited governance structure. Ultimately, the goal of this next phase of work is to identify the preferred governance alternative and to develop the long-term strategic plan for continued energy service to the Coachella Valley under such preferred governance alternative, which is a key objective of the CVEC.

the

Proposals are due on January 19, 2024. On the week of January 22, a review committee will score and rank the proposals, and CVAG staff anticipates having a recommended consultant by the time this item is presented to CVAG's Executive Committee on January 29. In anticipation, staff is recommending the Energy & Sustainability Committee authorize the Executive Director to move forward with the highest ranked response, and also provide authorization to negotiate agreements with the stakeholders to cover the costs. As part of the next steps, staff will also recommend the CVEC concur with the Executive Committee's action as well as to receive feedback on any refinement to the scope of work.

Fiscal Analysis: The current estimated cost for conducting the strategic governance plan phase of work is \$200,000. A final cost will be determined based on the RFP responses.

There is no cost to CVAG for this plan. Staff has reached out to stakeholders about sharing the costs. CVAG staff is proposing an equal cost-share between CVEC members, which include IID; CVWD; Riverside County; the cities of Indio, Coachella, and La Quinta; the Cove Communities; and Tribal Nations.

Staff time related to this work is covered under the existing MOU with IID, which is billed on a time and materials basis.

Attachment: RFP for Long-Term Governance and Electrical Services Strategic Plan



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REQUEST FOR PROPOSALS

FOR

LONG-TERM GOVERNANCE & ELECTRICAL SERVICES STRATEGIC PLAN

FOR

COACHELLA VALLEY ENERGY COMMISSION

Interested proposers should submit qualifications via email to:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Attn: Allen McMillen

procurement@cvag.org

**Proposals must be received to the email address above by
4:00 p.m. PST on January 19, 2024**

Questions regarding this Request for Proposals should be directed by email to
Allen McMillen at procurement@cvag.org

Issue Date: December 21, 2023

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

NOTICE INVITING PROPOSALS

LONG-TERM GOVERNANCE & ELECTRICAL SERVICES STRATEGIC PLAN COACHELLA VALLEY ENERGY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Coachella Valley Association of Governments (“CVAG”). CVAG invites proposals for the above stated services and will receive such proposals *only by email* no later than **4:00 p.m. PST on January 19, 2024**. Proposals received after this date will be rejected. Proposals will be submitted to the attention of Allen McMillen at procurement@cvag.org.

CVAG is a joint powers authority (JPA) formed in 1973 with the purpose of coordinating and improving the planning and delivery of governmental responsibilities common to all member entities within the local region. CVAG consists of representatives of 10 cities, one county, and four Native American tribes.

On November 30, 2023, the local agency formation commissions for Riverside County and Imperial County completed the “Alternative Governance and Electrical Services Study – Imperial Irrigation District” (study). The study was completed by Dopudja and Wells, a consulting firm that provides advisory services to public service delivery entities. The study identified several potential governance structures that were evaluated under two overarching frameworks, one in which IID continues to provide electrical service in perpetuity, and the other in which alternative governance structures are implemented to extend voting rights to registered voters residing within the IID electrical service area to provide proportional representation on a governing board that will have primary jurisdiction on all electrical service matters.

The governance alternatives identified under these two frameworks were evaluated against key foundational objectives that identify Coachella Valley stakeholders’ desired roles, responsibilities, and rights for the potential service and governance options. These foundational objectives include, but are not limited to, ensuring continued service under a publicly owned utility model, providing representation for Coachella Valley customers, a structure that can own utility assets, provides flexible funding opportunities, and minimizes risk to ratepayers. The seventeen foundational objectives were derived from the study’s stakeholder feedback and were used to evaluate the performance of each alternative option against the status quo.

After reviewing all the possible alternative governance options, the study identified the top two highest ranking options: Option 1.D Joint Powers Authority and option 2.B Form a New Publicly Owned Utility with specific service roles. These two options were identified as the highest-ranking among stakeholders and require further evaluation to assist in determining the preferred alternative option of the two and a corresponding strategic plan that identifies necessary steps, actions and strategies required to implement such alternative option.

CVAG, in coordination with Coachella Valley stakeholders and the Coachella Valley Energy Commission (CVEC), seeks proposals to further evaluate the two highest-ranking options identified in the study and to develop a long-term strategic plan for implementation of the preferred option of the two. The two highest-ranking alternative options identified in the study were selected

largely based on the most important foundational objectives, which include: A governance structure that is uncomplicated to implement; ability to achieve vertically integrated utility status; and ability to adapt to future changes and responsibilities.

The CVEC was created by IID in response to Assembly Bill 1021 and is tasked with providing immediate and diverse local representation by Coachella Valley stakeholders in IID's energy service area. Additionally, CVEC is tasked with developing a long-term strategic governance plan for continued energy service to the Coachella Valley.

The increased demands for various electrical services by Coachella Valley stakeholders and the desire to obtain local representation and control over electrical service matters by certain Coachella Valley stakeholders are the main factors driving further analysis of the two highest-ranking alternative options identified by the study. The long-term strategic governance plan shall focus on analyzing the technical feasibility, legal requirements and implications and financial policies of the two highest-ranking alternative options, identified as 1.D and 2.B in the study.

Project objectives:

- Evaluate options 1.D. and 2. B governance models for electrical services identified in the joint-LAFCO study relative to the foundational objectives in the study, with a focus on:
 - Affordability
 - Ratepayer Input
 - Economic Development
 - Financing
 - Representation
 - Industry Trends
 - Local Programs
 - Local Control
 - Legal [and Legislative] Considerations
- Identify the preferred alternative option based on comprehensive analysis and evaluation of options 1.D and 2.B of the study.
- Assess hybrid or collaborative alternatives to each of the preferred alternative options (1.D and 2.B of the study) and their effectiveness.
- Develop a long-term strategic governance plan based on the preferred alternative option, which includes actionable steps, process, legal and technical analysis and other information relevant to implementation of the preferred alternative option.

It is anticipated that the consultant will conduct interviews, preliminary financial and strategic analyses, facilitate workshops and meetings with Coachella Valley stakeholders, including the Coachella Valley Energy Commission and respective subcommittees, as well as ratepayers, and residents, reach areas of agreement, develop an initial draft strategic plan, and define next steps, including additional analyses as needed.

CVAG requires that all firms obtain the full content of this Request for Proposals (RFP) and any addenda via CVAG's website located at www.cvag.org/proposals.

Proposals will be evaluated and ranked in accordance with the Request for Proposals. The final ranked firms must be willing to sign an agreement with the terms and conditions required by CVAG in the Request for Proposals and attachments.

All questions must be put in writing and must be emailed to the attention of Allen McMillen at procurement@cvag.org and received by CVAG on **January 5, 2024, up to the hour of 4:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Consultant will be responsible for downloading the RFP and any addenda. Consultants that have provided contact information will receive notification of any addenda.

CVAG reserves the right to conduct interviews to better evaluate Proposers. If interviews are conducted, CVAG will notify the short-listed Proposers of the date, time and location.

The award of this contract is subject to the available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. CVAG reserves the right to reject any or all proposals determined not to be in the best interest of CVAG.

**Request for Proposals
For
Long-Term Governance & Electrical Services Strategic Plan**

Table of Contents

I. Background and Introduction	6
II. Request For Proposals	8
A. Scope of Services	8
B. Procurement Manager	8
C. Requests for Clarification	8
D. Pre-Proposal Meeting.....	8
E. Term of Contract	8
III. Submission Requirements	9
A. General	9
B. Content and Format of Technical Proposal.....	9
C. Content and Format of Fee Proposal	12
D. No Deviations from the RFP	12
E. Additional Stipulations	12
IV. Submission Process	13
A. Selection Schedule.....	13
B. Selection Process	14
C. Evaluation	14
D. Protests.....	15
V. Scope of Services.....	16
A. General Conditions and Requirements	16
B. Quality Assurance	17
C. Project Progress.....	17
D. Project Objectives and Services to be Performed	18
E. Project Scope.....	19
Attachment A: Professional Services Agreement	22

I. Background and Introduction

CVAG is a joint powers authority (JPA) formed in 1973 with the purpose of coordinating and improving the planning and delivery of governmental responsibilities common to all member entities within the local region. CVAG consists of representatives of 10 cities, one county, and four Native American tribes.

On November 30, 2023, the local agency formation commissions for Riverside County and Imperial County completed the “Alternative Governance and Electrical Services Study – Imperial Irrigation District” (study). The study was completed by Dopudja and Wells, a consulting firm that provides advisory services to public service delivery entities. The study identified several potential governance structures that were evaluated under two overarching frameworks, one in which IID continues to provide electrical services, and the other in which service with IID is terminated.

The governance alternatives identified under these two frameworks were evaluated against key foundational objectives that identify Coachella Valley stakeholders’ desired roles, responsibilities, and rights for the potential service and governance option. These foundational objectives include, but are not limited to, ensuring continued service under publicly owned utility model, providing representation for Coachella Valley customers, a structure that can own utility assets, provides flexible funding opportunities, and minimizes risk to ratepayers. The seventeen foundational objectives were derived from the study’s stakeholder feedback and were used to evaluate the performance of each alternative option against the status quo.

After reviewing all the possible alternative governance options, the study identified the top two highest ranking options: Option 1.D Joint Powers Authority and option 2.B Form a New Publicly Owned Utility with specific service roles. These two options were identified as the highest-ranking among stakeholders and require further evaluation to assist in determining the preferred alternative option of the two and a corresponding strategic plan that identifies necessary steps, actions and strategies required such alternative option.

CVAG, in coordination with Coachella Valley stakeholders and the Coachella Valley Energy Commission (CVEC), seeks proposals to further evaluate the two highest-ranking options identified in the study and to develop a long-term strategic plan for implementation of the preferred option of the two. The two highest-ranking alternative options identified in the study were selected largely based on the most important foundational objectives, which include: A governance structure that is uncomplicated to implement; ability to achieve vertically integrated utility status; and ability to adapt to future changes and responsibilities.

The CVEC was created by IID in response to Assembly Bill 1021 and is tasked with providing immediate and diverse local representation by Coachella Valley stakeholders in IID’s energy service area. Additionally, CVEC is tasked with developing a long-term strategic governance plan for continued energy service to the Coachella Valley.

Services to be provided:

CVAG is procuring professional services to complete an evaluation of the two highest-ranking options identified in the study and to develop a long-term strategic plan for implementation of the preferred option of the two. The two highest-ranking alternative options identified in the study were selected largely based on the most important foundational objectives, which include: A governance structure that is uncomplicated to implement; ability to achieve vertically integrated

utility status; and ability to adapt to future changes and responsibilities. The increased demands for various electrical services by Coachella Valley stakeholders and the desire to obtain local representation and control over electrical service matters by certain Coachella Valley stakeholders are the main factors driving further analysis of the two highest-ranking alternative options identified by the study. The long-term strategic governance plan shall focus on analyzing the technical feasibility, legal requirements and implications and financial policies of the two highest-ranking alternative options, identified as 1.D and 2.B in the study.

The consultant will build on the study recently completed by the joint LAFCO's. Specifically, the consultant will work on addressing policy and key determinations identified in the study.

CVAG seeks to retain a qualified professional consultant to conduct a long-term strategic governance plan for providing governance and electrical services for the Coachella Valley in consultation and coordination with the Coachella Valley Energy Commission (CVEC).

Funding:

\$200,000 has been allocated to conduct the long-term strategic governance plan.

Proposal:

It is anticipated that the consultant will conduct interviews, financial and strategic analyses, facilitate workshops and meetings with Coachella Valley stakeholders, including the Coachella Valley Energy Commission and respective subcommittees, as well as ratepayers and residents, reach areas of agreement, develop an initial draft strategic plan, and define next steps, including additional analyses as needed.

CVAG requires that all firms obtain the full content of this Request for Proposals (RFP) and any addenda via CVAG's website located at www.cvag.org/proposals.

Proposals will be evaluated and ranked in accordance with the Request for Proposals. The final ranked firms must be willing to sign an agreement with the terms and conditions required by CVAG in the Request for Proposals and attachments.

All questions must be put in writing and must be emailed to the attention of Allen McMillen at procurement@cvag.org and received by CVAG on **January 5, 2024, up to the hour of 4:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Consultant will be responsible for downloading the RFP and any addenda. Consultants that have provided contact information will receive notification of any addenda.

CVAG reserves the right to conduct interviews to better evaluate Proposers. If interviews are conducted, CVAG will notify the short-listed Proposers of the date, time and location.

The award of this contract is subject to the available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. CVAG reserves the right to reject any or all proposals determined not to be in the best interest of CVAG.

II. Request For Proposals

A. Scope of Services

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in [Section V: Scope of Work](#) herein. Notwithstanding the inclusion of such Services in [Section V: Scope of Work](#) herein, the final scope of Services negotiated between Coachella Valley Association of Governments (“CVAG”) and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between CVAG and the successful Proposer. A copy of the Agreement is attached hereto as Attachment “A” and incorporated herein by this reference.

B. Procurement Manager

The procurement manager for CVAG regarding this RFQ will be Allen McMillen, Management Analyst II, (760) 346-1127, procurement@cvag.org, or a designated representative, who will coordinate the assistance to be provided by CVAG to the Proposer.

C. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical, must be requested in writing and emailed to the CVAG procurement manager for this RFP.

All written questions, if answered, will be answered in writing via an Addendum, conveyed to all interested Proposers who have provided contact information, and posted to the CVAG website. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing via email by 2:00 PM local time on the date identified in [Section IV.A. Selection Schedule](#) herein.

D. Pre-Proposal Meeting

A Non-Mandatory Pre-Proposal conference will be held via MS Teams at 1:00 p.m. PST on January 03, 2024. [Click here](#) for a link to the MS Teams meeting.

While the meeting is not mandatory, all prospective Proposers are strongly encouraged to attend the pre-proposal conference. Oral statements regarding this RFP at the Pre-Proposal Meeting should be considered unverified information unless confirmed in writing.

E. Term of Contract

Contracts entered into for Professional Services will typically be for one (1) year with up to one (1) successive one-year term by mutual agreement of the Parties. Extension to a contract shall be subject to the availability and appropriation of funds and will be at the same awarded contract unit prices and under the same terms and conditions as specified herein.

III. Submission Requirements

A. General

Proposals shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as “Long-Term Governance & Electrical Services Strategic Plan” to Allen McMillen, procurement@cvag.org. Proposals shall consist of both a technical proposal and a separate fee proposal and are to be submitted (emailed) in one email submission as two separate attachments. The file names shall designate the contents (Technical Proposal or Fee Proposal) accordingly. Only one email submittal per Consultant consisting of the technical proposal and the fee proposals will be considered.

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow CVAG to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. CVAG reserves the right to request additional information which, in CVAG's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Technical literature that supports the Proposer's approach to providing the Services and work plan may be submitted to CVAG in conjunction with the Proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

Proposers are encouraged to visit the project location, as applicable, to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

B. Content and Format of Technical Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be emailed (.pdf file) as an attachment(s) and submitted via email to the Procurement Manager.

Proposals shall be limited to a total of 25 pages. The Cover Page, Cover Letter, Appendices and page separators will not count toward the page limit. Proposals shall be presented in the following order and shall include:

1. Cover Letter. This letter shall be a maximum of two pages, shall be addressed to Tom Kirk, Executive Director and shall, at a minimum, contain the following:

- Identification of Consultant that will have contractual responsibility with CVAG. Identification shall include legal name of company, corporate address, telephone, and fax number. Include name, title, address, and telephone number of the contact person identified during period of qualification evaluation.
- Identification of all proposed Subcontractors including legal name of company, contact person(s) name and mailing address, phone number and email address. Relationship between Consultant and Subcontractors, if applicable.
- Acknowledgment of receipt of all RFP addenda, if any. Note: All addenda posted on www.cvag.org/proposals for this solicitation shall be signed by the proposer and included in the appendices.
- A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- A statement that the Consultant does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will be pursuing the work.
- Signature of a person authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the qualifications is true and correct.

2. Qualifications, Related Experience and References. This section of the RFP should establish the ability of Consultant to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; strength and stability of the Consultant; staffing capability; workload; record of meeting schedules on similar projects; and at least three supportive client references. Consultant to:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
- Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the Project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this Project.
- Describe experience in working with the various government agencies and private entities that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas related to this RFP.
- A minimum of three (3) references should be given. Furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant also may supply references from other work not cited in this section as related experience.
- Any prior engagement or work which may result in any potential or actual professional conflict of interest in the performance of any services under this RFP.
- To avoid potential conflicts of interest, law firms and other professionals or licensees which represent or advise or have advised IID or CVWD on energy related matters may be deemed unqualified for purposes of this RFP.

3. Proposed Staffing and Project Organization. This section of the proposal should establish the method typically used by the Consultant to manage the Project as well as identify key personnel and sub-consultants assigned. Consultant to:
 - Provide education, experience, and applicable professional credentials of project staff. Include applicable professional credentials of “key” project staff.
 - Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel in the appendix, include copy of their certifications
 - Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
 - Include a project organization chart that clearly delineates communication and reporting relationships with CVAG among the project staff and subconsultants.
 - Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written consent of CVAG.
4. Work Plan. Consultant shall provide a narrative that addresses the Scope of Work and shows Consultant's understanding of CVAG's needs and requirements. Consultant to:
 - Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the Project objectives and overall schedule.
 - Outline sequentially, the activities that would be undertaken in completing the tasks and specify who would perform them and identify all deliverables.
 - Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the Project.
 - Identify any special issues or problems that are likely to be encountered during this Project and how the Consultant would propose to address them.
 - Consultant is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the Fee Proposal.
 - Provide Schedule and Deadlines. The draft schedule shall be depicted in a Gantt chart format.
5. Appendices:
 - Recent and Relevant Projects: Provide an example of a similar scoped project deliverable conducted within the last three (3) years, or in process if at least in the final draft stage. If published online, the Proposer may provide a link in lieu of inserting a lengthy document into the appendices.
 - Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.

- Project Team Resumes – Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.
- Changes to Professional Services Contract – CVAG’s standard professional services contract is included as [Attachment “A”](#) in this Request for Proposals. The Proposer shall review with proposed subconsultants and identify from Proposer or proposed subconsultants any objections to and/or request changes to the standard contract language in this section of the proposal.

C. Content and Format of Fee Proposal

Provide separate from the Technical Proposal a Fee Proposal for required services described in [Section V. Scope of Work](#) herein. The proposal shall be emailed (.pdf file) as an attachment(s) and submitted via email to the Procurement Manager.

The Fee Proposal shall be presented in a table format organized by task per [Section V.F. Project Tasks](#) herein and shall include hours and hourly rates for all personnel including subconsultants, subtotals for each task, and a grand total for total proposed fee. The Fee Proposal shall also include proposed direct costs and subcontractor mark-up, if any.

Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the Fee Proposal.

D. No Deviations from the RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement, the insurance and indemnification provisions therein.

E. Additional Stipulations

CVAG reserves the right to accept or reject all or any proposal and to waive any informality, incompleteness, or error in any proposal.

All proposals received become the property of CVAG. Once a contract has been awarded, the name(s) of the successful applicant(s) may be made available to the public upon request. All costs incurred by applicants in the preparation and presentation of their proposal will be at their own expense, and applicant materials will not be returned.

CVAG reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

Unless specifically requested by CVAG, no amendment, addendum or modification will be accepted after a proposal has been submitted to CVAG. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

CVAG will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of CVAG. CVAG will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

CVAG reserves the right to cancel this RFP at any time prior to the contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

Prices provided by Proposers in response to this RFP are valid for 90 calendar days from the proposal due date. CVAG intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

Issuance of this RFP and receipt of proposals does not commit CVAG to award a contract. CVAG expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

CVAG reserves the right to negotiate any price or provision, task order or service; accept any part or all of any proposals; waive any irregularities; and to reject any and all, or parts of any and all proposals; whenever, in the sole opinion of CVAG, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets CVAG's requirements.

IV. Submission Process

A. Selection Schedule

Proposals are due on **January 19, 2024, no later than 4:00 p.m. PST**. A Selection Committee comprised of CVAG and partnering agency staff may choose up to three applicants to be interviewed. Applicants invited to an interview will be notified by **5:00 p.m. PST on January 22, 2023**. Interviews will be scheduled to occur January **24-25, 2023** at a time and location to be provided by CVAG. Proposers are to hold the interview dates until confirmed by CVAG. The tentative schedule is as follows:

ACTION	DATE
1. Release of Request for Proposals <ul style="list-style-type: none">Post to www.cvag.org	December 21, 2023
2. Non-Mandatory Pre-Proposal Meeting <ul style="list-style-type: none">Click here for a link to the meeting	January 03, 2024 (1:00 p.m. PST)
3. Deadline to Email Questions <ul style="list-style-type: none">Email to procurement@cvag.org	January 05, 2024 (2:00 p.m. PST)

ACTION	DATE
4. Responses to Questions via Addendum <ul style="list-style-type: none"> Post to www.cvag.org 	January 12, 2024
5. Deadline for Receipt of Proposals <ul style="list-style-type: none"> Email to procurement@cvag.org 	January 19, 2024 (4:00 p.m. PST)
6. Evaluation of Proposals	January 22, 2024
7. Finalist Interviews (Proposers are to hold these dates until confirmed)	January 24-25, 2024
8. Expected Contract Award	January 29, 2024
9. Notice to Proceed	February 2024

The schedule above is tentative and CVAG retains the sole discretion to adjust dates.

B. Selection Process

CVAG will appoint a selection committee comprised of at least three members, which may include CVAG staff and staff from partnering agencies. The selection committee will review and score the Proposals submitted by the consultants based on the selection criteria and weights identified in the [Section IV.C. Evaluation](#) of this RFP and establish a preliminary list of qualified consultants and identify which, if any, consultants will be interviewed for final consideration. CVAG may contact previous clients identified in the RFP at any time prior to the interviews to verify the experience and performance of the consultants.

CVAG will notify consultants on the preliminary list which are to be interviewed and required to provide an oral presentation. CVAG will provide the time and location for the interview. CVAG reserves the right to waive interviews.

During the evaluation process, CVAG reserves the right, where it may serve CVAG's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

It is CVAG's intent to select a Proposer best evidencing demonstrated competence and professional qualifications to perform the Services. CVAG reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of CVAG's research and investigation.

Upon selection of a Proposer, CVAG will endeavor to negotiate a mutually agreeable professional services agreement with the selected Proposer. In the event that CVAG is unable to reach agreement, CVAG will proceed, at its sole discretion, to negotiate with the next Proposer selected by CVAG. CVAG reserves the right to contract for services in the manner that most benefits CVAG including awarding more than one contract if desired.

C. Evaluation

The Selection Committee will score qualifications based on the following scale:

1. Qualifications, Related Experience and References (30%)

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; demonstrated experience working with agencies directly involved in this Project; staffing capability; workload; record of meeting schedules on similar projects; and at least three (3) supportive client references.

CVAG strongly encourages proposals from qualified small local businesses. It is CVAG's policy to encourage greater availability, capacity development, and contract participation by small local business enterprises in CVAG contracts. It is intended to further CVAG's interest to stimulate economic development in the Coachella Valley through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community. Successful applicants will demonstrate experience and success in comparable projects. References will support examples of success in comparable projects.

2. Proposed Staffing and Project Organization (25%)

This section of the proposal should establish the method that will be used to manage the Project as well as identify key personnel assigned.

3. Work Plan (25%)

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows understanding of the Project needs and requirements.

4. Proposed fee (20%)

Successful applicants will propose fees that are cost-effective, sufficiently detailed, and feasible. Cost-effective proposals will be able to accomplish higher levels of planning and design with the available funds.

During the evaluation process, CVAG reserves the right, where it may serve CVAG's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

D. Protests

Protest procedures and dispute resolution process for the contract portions of the project that are federally funded will be in accordance with the CVAG process. The protest shall be in writing to the attention of the Executive Director and submitted to the attention as follows:

Executive Director
Coachella Valley Association of Governments
74199 El Paseo, Suite 100
Palm Desert, CA 92260

V. Scope of Services

A. General Conditions and Requirements

CVAG is seeking the services of qualified firms to conduct a Long-Term Governance & Electrical Services Strategic Plan for the Coachella Valley Energy Commission (CVEC).

CVAG reserves the right to perform any portion of this scope of services with CVAG staff or any other vendor, however, for the purposes of this RFP, the Consultant is requested to assume that no CVAG resources will be available to perform any portion of the scope of services described herein.

CVAG may have the contracted Consultant establish direct contact with member agencies and other stakeholders related to the subject matter of this RFP for the purpose of obtaining information, expertise and assistance in developing project information. The Consultant shall maintain a record of all such contacts and shall provide copies of the contacts and records promptly to CVAG on a regular basis. CVAG will participate in and/or provide prior approval for all intra-agency meetings.

The Consultant shall be responsible for reproduction, binding, circulation, and distribution of all deliverables pursuant to CVAG requirements.

The Consultant has total responsibility for the accuracy and completeness of the deliverables for the Project and shall check all such material accordingly. Reviews by CVAG and stakeholders do not include detailed review or checking of the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant or their sub-consultants shall not incorporate in the Project any materials or equipment of sole source origin without written approval of CVAG.

The deliverables furnished under this Scope of Services shall be of a quality acceptable to CVAG. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by CVAG.

The page identifying preparers of engineering reports shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation, as applicable.

The Consultant shall submit all project files to CVAG at the completion of the project. All studies, plans, reports, data, manuals, electronic software developed, databases, spreadsheets and intellectual properties developed during the life of this contract shall become the property of CVAG.

The Consultant shall not suspend performance of the contract during the negotiations of any change in scope of services except as they may be directed by CVAG. The Consultant shall perform all changes in accordance with the terms and conditions of this contract.

The Consultant shall employ risk management techniques that identify potential risks and uncertainties related to the development of the Project. If at any time during the performance of

this Scope of Services, the Consultant observes, encounters, or identifies any circumstance that could pose potential risk, the Consultant shall notify CVAG.

B. Quality Assurance

The Consultant has total responsibility for the accuracy and completeness of the deliverables furnished under the Project and shall meet that responsibility through quality assurance practices standard to the profession. The Consultant's quality assurance practices shall ensure the following:

- All work is done in accordance with good engineering practice and all analysis and technical work meets the standards set forth herein.
- A process is established whereby all deliverables and analysis are independently checked, corrected, and backchecked in accordance with accepted practice.
- Deliverables and computations must be accompanied by supporting documentation that may include copies of appropriate lists of deliverables, tables, etc.

C. Project Progress

The Consultant shall establish internal accounting methods and procedures acceptable to CVAG for documenting and monitoring contract costs.

The Consultant shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met, and whether the reasons are within the Consultant's control. In the event the Scope of Services is modified, and the modified Schedule is approved by CVAG, the Consultant shall submit a revised schedule.

On a monthly basis, the Consultant shall prepare and submit to CVAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline of the process which the Consultant and CVAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. Progress reports shall include the total number of hours worked by the Consultant's and sub-consultant's personnel. As a minimum, the monthly report should address the following specific areas:

- Time related project status via a bar chart schedule
- Physical progress
- Amendment summary history
- Narrative status report
- Graphical comparisons for actual progress vs. earned and planned progress for physical (%complete), performance (hours complete) and cash flow

Progress meetings between the Consultant and CVAG shall be held to discuss progress, potential problems, plans for the next period, and other progress issues. CVAG will establish with the Consultant the dates and times of these meetings. The Consultant shall provide CVAG with a written agenda for the meeting and prepare written meeting minutes and submit them to CVAG after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues. The Consultant shall submit at each Progress Meeting a four-week horizon schedule to be used in monitoring the progress of the work.

D. Project Objectives and Services to be Performed

Project Objectives:

- Evaluate options 1.D. and 2. B governance models for electrical services identified in the joint-LAFCO study relative to the foundational objectives in the study, with a focus on:
 - Affordability
 - Ratepayer Input
 - Economic Development
 - Financing
 - Representation
 - Industry Trends
 - Local Programs
 - Local Control
 - Legal [and Legislative] Considerations
- Assess different service delivery options and their effectiveness.
- Identify the preferred governance and service delivery model based on comprehensive analysis and evaluation of options 1.D and 2.B of the study.
- Develop a long-term strategic governance plan based on the preferred alternative, which includes actionable steps, process, legal and technical analysis, and other information necessary to implement the preferred governance option.

Services to be Performed:

- Identifying a leader: Confirm that the parties/stakeholders will continue with the CVEC as the leader to spearhead the efforts related to the long-term strategic governance plan.
- Determine options for the provision of electrical services for the Coachella Valley: Determine if IID intends to continue to provide electrical service to the Coachella Valley, and to understand potential financial and rate impacts associated with continued service by IID.
- Determine if a regional consensus-based solution will be pursued: To assess financing and revenue requirements, each party will need to determine and align local priorities to determine if regional or a local solution will be feasible.
- Analysis on the likelihood of prolonged litigation in the event a regional consensus-based or non-consensus-based solution is adopted or not adopted. If such litigation occurs, what is the anticipated duration and cost to ratepayers, residents and stakeholders in terms of delay in the implementation of any solution?
- Identify enabling legislation for member eligibility: Identify member eligibility and enabling legislation requirements to allow a member to join any alternative option under consideration. Existing law prohibits certain public districts and entities from joining certain structures (I.e. joining a JPA), and owning and operating electrical assets.
- Legal opinion on leased power rights under the Agreement of Compromise: Analyze the investments of IID, and CVWD (if any), upon termination of lease power rights under the Agreement of Compromise, including each party's respective legal and equitable rights in said power rights, works, and facilities on or in connection with the All-American Canal, to understand the potential impact this could have on IID and/or any proposed successor.

- Asset valuation and condition assessment: A preliminary financial analysis related to the asset disposition, including an opinion related to asset disposition and/or associated costs to potentially acquire existing and new assets from IID (i.e. inventory of assets and assessment of assets), to determine financial impact related to the governance option with service responsibilities.
- Legal opinion and enabling legislation for Joint Powers and desire for service Responsibilities: For a regional based solution and the desire to obtain electrical service responsibilities, a legal opinion related to “common powers” rule and identify enabling legislation for members to pursue service responsibilities to meet a specific need, since service is provided outside of the underlying utilities jurisdiction.
- Identify market risks and trends: To identify foreseeable risks associated with creating and operating a new utility. The assessment should focus on understanding potential market drivers, trends, mandates, and requirements, to determine costs associated with such efforts and associated mitigation efforts to address foreseeable risks.
- Clarify legal understandings related to rights and responsibilities arising from or adjacent to the 1934 Agreement of Compromise.
- Establish debt policy principles: General debt policy principles should be established to aid in the assessment and decision-making process related to the alternative options. These include policy guidelines to identify limits, obligations, and associated risk mitigation measures for uncertain market drivers and customer demands. These guidelines will assist with issuing, managing and adhering to affordability standards for the proposed alternative option under consideration. This will also assist with balancing obligations associated with asset acquisition, associated rehabilitation and replacement projects, and new capital investment planning.
- Community education: Establish a committee or public engagement program to keep customers informed about the proposed electric service options and benefits. This will also help assess the support of residents, local officials and business leaders.

E. Project Scope

CVAG seeks to retain a qualified professional consultant to develop a Long-Term Governance and Electrical Services Strategic Plan for providing governance and electrical services for the Coachella Valley in consultation and coordination with the Coachella Valley Energy Commission (CVEC). This will consist of professional and technical services including, but not limited to:

1. Literature Review:

- a. Review existing literature on governance and service delivery models for electrical services.
- b. Analyze case studies of successful and unsuccessful implementations similar to the alternative options.
- c. Identify key trends, challenges, and best practices in the industry.

2. Stakeholder Analysis:

- a. Review stakeholders identified in the joint LAFCO study related to electrical services governance and delivery.

- b. Conduct interviews and surveys to gather perspectives and expectations.
- c. Conduct interviews and surveys with ratepayers, and residents.

3. Governance Models:

- a. Examine governance structures 1.D and 2.B of the joint LAFCO study.
- b. Evaluate the advantages and disadvantages of each governance model.
- c. Consider regulatory frameworks and compliance requirements, including legal and statutory considerations related to enabling and creating such governance structures.

4. Service Delivery Options:

- a. Investigate options 1.D and 2.B of the joint LAFCO study and examine service delivery options, such as centralized, decentralized, or hybrid approaches.
- b. Evaluate the impact of emerging technologies (e.g., smart grids, renewable energy integration) on service delivery.
- c. Assess the scalability, efficiency, and resilience of each service delivery option.

5. Cost-Benefit Analysis:

- a. Develop a comprehensive cost-benefit analysis for each governance and service delivery model.
- b. Consider initial setup costs, operational expenses, and long-term sustainability.
- c. Evaluate the potential economic, social, and environmental benefits.

6. Risk Assessment:

- a. Identify potential risks associated with each governance and service delivery option.
- b. Assess the likelihood and impact of identified risks.
- c. Develop risk mitigation strategies for the preferred option.
- d. Consider risk of legal challenges (litigation) if a non-consensual option is pursued.

7. Legal and Regulatory Considerations:

- a. Examine existing legal frameworks governing electrical services related to options 1.D and 2.B.
- b. Identify regulatory constraints and opportunities for innovation related to each of options 1.D and 2.B.
- c. Ensure alignment with local, regional, State and Federal policies, regulations and other rules and obligations affecting electric service providers.

8. Comparative Analysis:

- a. Develop a matrix for the side-by-side comparison of governance and service delivery options.

- b. Rank options based on predefined criteria and stakeholder preferences.

9. Recommendations:

- a. Present a clear recommendation for the preferred governance and service delivery model.
- b. Provide justifications based on the findings and analysis.

10. Implementation Plan:

- a. Outline a phased implementation plan for transitioning to the recommended model.
- b. Identify key milestones, responsibilities, and timelines.

11. Monitoring and Evaluation:

- a. Develop metrics for monitoring the success of the implemented model.
- b. Establish a regular evaluation mechanism for continuous improvement.

12. Reporting:

- a. Prepare a comprehensive report documenting the study's methodology, findings, and recommendations.
- b. Present the report to relevant stakeholders and solicit feedback.

13. Long-Term Governance and Electrical Services Strategic Plan:

Produce the Long-Term Governance and Electrical Services Strategic Plan that includes, but is not limited to, the key findings and emphasizes the importance of the recommended model in achieving representation for IID's Coachella Valley stakeholders on electrical service matters, long-term sustainability and effectiveness in electrical service governance and delivery.

END OF SCOPE OF SERVICES

Attachment A: Professional Services Agreement

PROFESSIONAL SERVICES CONTRACT
between
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
[INSERT CONSULTANT]

THIS AGREEMENT is made and effective as of [INSERTS DATE], 2021 between the Coachella Valley Association of Governments ("CVAG") and [INSERT CONSULTANT] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on [INSERT DATE], 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than [INSERT DATE], [INSERT YEAR] 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 [INSERT NUMBER] additional one-year terms. 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 **PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A LONG-TERM GOVERNANCE & ELECTRICAL SERVICES STRATEGIC PLAN** consistent with the provisions of the Request for Proposals for the proposed **COACHELLA VALLEY ENERGY COMMISSION PROJECT**, released on December 21, 2023, (the "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)

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 \$[INSERT NOT-TO-EXCEED AMOUNT]

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

To Consultant:	[INSERT NAME, TITLE INSERT CONSULTANT NAME ADDRESS CITY, STATE, ZIP]
----------------	---

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

[INSERT CONSULTANT]

By: _____
[INSERT NAME, TITLE]

EXHIBIT “A”
SCOPE OF WORK

ITEM 7B

Coachella Valley Association of Governments Energy & Sustainability Committee January 11, 2024



STAFF REPORT

Subject: Partnership with Governor's Office of Planning and Research for the Environmental Justice Government-to-Government Program

Contact: Jacob Alvarez, Program Manager (jalvarez@cvag.org)

Recommendation: Authorize the Executive Director to take the necessary steps to partner with the Governor's Office of Planning and Research and Integrated Climate Adaptation and Resiliency Program and accept \$100,000 from the Environmental Protection Agency's Environmental Justice Government to Government Program (EPA EJG2G) program for the Community Based Climate Resilience: California Extreme Heat Adaptation Planning project

Background: The Governor's Office of Planning and Research (OPR) runs the Integrated Climate Adaptation Program (ICARP), which is tasked with coordinated local, regional and statewide efforts to approaches to addressing climate change through mitigation and adaptation. Part of ICARP's role is to distribute state funding. But last year, OPR staff approached staff from the City of Coachella and CVAG about a partnership to apply for federal funding from the U.S. Environmental Protection Agency Office's Environmental Justice Government-to-Government Program. As announced at the November 2023 meeting of the Energy & Sustainability Committee, OPR has been awarded nearly \$1 million in funding.

The "Community Based Climate Resilience: California Extreme Heat Adaptation Planning" project is a partnership with CVAG, the City of Coachella, California's Office of Community Partners and Strategic Communications (OCPSC) and two community-based organizations, Training Occupational Educational Communities and Building Resilient Communities. It is a three-year project that aims to integrate community perspectives and local planning expertise into adaptation resources and planning guidance in California, in collaboration with project funded partners and local government. The State has said one of its overarching goals is to center local insights in the development of adaptation resources and priorities, and to identify opportunities for how these resources could be used in other locations facing similar challenges.

Through a phased collaborative process, OPR and its partners will develop extreme heat adaptation resources. The first phase will define extreme heat risks and vulnerabilities that resonate with community partners and identify gaps and opportunities for adaptation strategies that build towards holistic planning and policy guidance for extreme heat. The project will produce an extreme heat adaptation planning guide, identify priorities for communication of these risks and actions, and develop case study examples. The project also includes outreach and engagement to evaluate the utility of these planning guides for decision making in communities and local governments.

This work will help inform Action Track A: Build Public Awareness and Notification in California's [Extreme Heat Action Plan](#). OPR anticipates that the lessons learned from this process and public engagement will be used to inform a scalable framework that can be replicated in other communities or regions facing

similar challenges across California, or other heat-impacted communities nationwide. In applying for funds, the State noted that the project was grounded in the high-level EPA principles of connecting science and evidence-based decision making around extreme heat with the local expertise of community-based organizations and local governments.

This project seeks to serve as a model for partnership building and community-engaged action around pressing environmental challenges that embed solutions ingrained in environmental justice and equity.

OPR staff is finalizing what work will be conducted in the Coachella Valley. It is anticipated that CVAG and Coachella staff will help lead development of the Extreme Heat Adaptation Planning Guide and support evaluation and promotion of these products and their relevance to other organizations within the region and statewide. Because this project is anticipated to begin as soon as March 2024, CVAG staff is recommending the Executive Director be authorized to take the steps necessary to partner with OPR on this project, which will likely include a memorandum of understanding between agencies.

Fiscal Analysis: California Office of Planning & Research – ICARP is receiving \$999,994 for its three-year Community Based Climate Resilience: California Extreme Heat Adaptation Planning project. The project provides \$100,000 for CVAG, \$439,994 for the State, \$200,000 for each community-based organization and \$60,000 for the City of Coachella.

Staff time associated with this grant would be reimbursable. CVAG's funding would be programmed beginning with this fiscal year.

ITEM 7C

**Coachella Valley Association of Governments
Energy & Sustainability Committee
January 11, 2024**



STAFF REPORT

Subject: Regional Opportunities for the Environmental Protection Agency's Climate Pollution Reduction Grant

Contact: Jacob Alvarez, Program Manager (jalvarez@cvag.org)

Recommendation: Authorize the Executive Director to take any necessary steps for CVAG to participate in the submission of the EPA Climate Pollution Reduction Grant application, including executing an agreement between partnering agencies, and provide feedback on climate pollution reduction concepts that are included in the Metropolitan Statistical Area's Priority Climate Action Plan

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 an Executive Committee, with CVAG's votes represented by the Energy & Sustainability Committee Chair, or Vice Chair as needed.

A special I-REN Executive Committee meeting was held on November 21, 2023. The focus was an emerging funding opportunity from the U.S. Environmental Protection Agency. The Climate Pollution Reduction Grants Program (CPRG) is designed to develop Priority Climate Action Plans (PCAP) and then fund the projects identified in these plans to reduce greenhouse gas emissions and other harmful air pollution. Authorized under Section 60114 of the Inflation Reduction Act, this two-phase program provides \$250 million for noncompetitive planning grants, and approximately \$4.6 billion for competitive implementation grants.

To be eligible for implementation grant funding, a project must be in a PCAP. The EPA allocated funding to 117 entities nationally to prepare these studies and identify GHG emissions reduction strategies. This funding was provided to states as well as regional governments representing Metropolitan Statistical Areas (MSAs), which are designated by the U.S. Census and represent countywide or multi-county areas with a significant level of economic interaction. The Riverside-San Bernardino-Ontario MSA was one of the selected entities, and a PCAP is now being led by SBCOG with assistance from CVAG, WRCOG, Southern California Association of Governments (SCAG), South Coast Air Quality Management District (SCAQMD) and other stakeholders.

The regional PCAP will be completed and submitted to the EPA by March 1, 2024 – and the implementation grant applications are due by April 1, 2024. EPA encourages grant applications that focus on greenhouse gas (GHG) emissions reduction measures that will significantly reduce cumulative GHG emissions by 2030 and beyond, and that will accelerate decarbonization across one or more major sectors responsible for GHG emissions. EPA will score grant applications based on multiple evaluation criteria, with an emphasis on the magnitude of near-term GHG emissions reductions that will be achieved

by the proposed measures. Additionally, EPA will prioritize applications which demonstrate regional collaboration.

The grant opportunity, and development of the PCAP, was the focus of a special I-REN Executive Committee meeting on November 21, 2023, when WRCOG staff sought feedback on whether to move forward with an application. The I-REN Executive Committee requested that WRCOG staff investigate project opportunities that are within I-REN's current scope and evaluate what other agencies will apply for this grant. I-REN will next meet on January 16, 2024. Should the I-REN application move forward, SBCOG is positioned to serve as the "Lead Agency" in a grant application due to leading the PCAP efforts. WRCOG's Executive Committee in December also provided staff authorization to assist with the application process.

This is an incredibly tight deadline for completion for both a plan and a detailed grant submission. It has prompted a flurry of activity among various agencies' staff to not only gather project ideas but also enough analysis to make a compelling argument to the EPA. Despite the meetings and ongoing coordination, CVAG staff would note that there is not yet consensus on what project application – or applications – may be coming from the region. In addition to I-REN, SCAQMD and SCAG staff have been exploring opportunities to take the lead on the application. SCAQMD since early December has been holding virtual discussions around a project application that addresses goods movement across the Riverside-San Bernardino-Ontario MSA and the Los Angeles-Long Beach-Anaheim MSA.

CVAG staff's approach has been to include as many projects as possible in the PCAP to create options to consider for this funding cycle and for future funding cycles. As noted in a staff report provided to CVAG's Executive and Transportation Committees at their joint meeting on December 4, 2023, CVAG staff has reached out to jurisdictions' staff to provide any feedback on project types that should be included in the PCAP.

Below is a list of climate pollution reduction strategies that CVAG staff has submitted for the PCAP:

- Building Upon the California's Energy Commission's Equitable Building Decarbonization Direct Install Program by prompting energy efficiency in residential buildings. This would include low-income weatherization programs and partnering with community services agencies, utilities, nonprofits, and other entities to incentivize energy-efficiency projects, including HVAC, lighting, water heating equipment, insulation and weatherization for low-income residents.
- Expansion of I-REN programs in both governmental and school facilities to allow for a range of energy efficiency upgrades.
- Regionalizing a car sharing program, such as the California Vanpool Authority's van share or City of Coachella's Tesla rideshare.
- Promoting micro-mobility through infrastructure like CV Link, including electric bikes and broad access to neighborhood electric vehicles.
- Upgrades and expansion of the CV Sync signal synchronization program to additional corridors.
- Regionalizing a landscape conversion program such as the Coachella Valley Water District's turf rebate program.
- Implementing various reduction strategies for the agricultural industry, including solar agriculture water pumps, diesel engine conversions and on-farm renewable energy generation.

Additionally, CVAG is submitting to the SBCOG any implementation strategies that are put forward by its member jurisdictions and can be shovel ready for implementation. If some strategies are local and project oriented to a particular city, CVAG staff asked that they be scaled up so that any jurisdiction can benefit from a similar project. Some of these projects have included creating electric charging parking lots, a heat island mitigation plan and a tree planting initiative similar to the one that CVAG's committees have previously endorsed.

Given CVAG's meeting schedule, staff is asking for additional project feedback from its committee members so the ideas can be finalized for a PCAP. Additionally, staff is seeking authorization for the Executive Director to take any necessary steps for CVAG to participate in the submission of the EPA Climate Pollution Reduction Grant application. This could include executing an agreement between partnering agencies and potentially leading a grant application submission on behalf of the region.

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

The potential benefits for the region will depend on the scope of a grant application and how much is awarded. The EPA anticipates awarding individual grants between \$2 million and \$500 million, and has designed funding tiers to allow comparably sized projects to compete against one another. Should SBCOG move forward with an application for the I-REN partnership, staff anticipates the request would be for about \$200 million.

ITEM 7D

Coachella Valley Association of Governments Energy & Sustainability Committee January 11, 2024



STAFF REPORT

Subject: Dust Storms and Poor Air Quality Likely Resulting from Tropical Storm Hilary

Contact: Tom Kirk, Executive Director (tkirk@cvaq.org)

Recommendation: Information

Background: On August 20, 2023, Tropical Storm Hilary pummeled the Coachella Valley. Record amounts of rainfall landed in the western Coachella Valley, particularly in the upper Mission Creek water shed. The impacts of the storm were unprecedented, receiving national media coverage. When the updates were last provided, much of the focus was on roadway fixes and infrastructure. But since then, one of the longer-term impacts of the Tropical Storm Hilary has become increasingly evident: horrible air quality. The deposit of new mud and sediment, comprised of fine silt, seems to be the culprit. It is much smaller than gravel and sand that is typically deposited during storms. Such small diameter material appears to be much more likely to become airborne, even during the fall, which isn't the desert's windiest season.

CVAG staff provided a written update on the air quality concerns as part of the Energy and Sustainability Committee's agenda packet in November. However, due to timing concerns at the meeting, the presentation was tabled until the next meeting.

In the weeks since the storm, CVAG staff has been coordinating with member jurisdictions' staffs to ensure the region is maximizing the Federal Emergency Management Agency financial assistance available under the federal disaster declaration that President Biden declared in November 2023. One of those eligible expenses is the application of soil stabilizer in areas that were impacted by flood and mud, which is believed to be the source of fine silt that has contributed to poor air quality. Currently, rough estimates are that there are more than 6,500 acres of such muddy deposits from Mission Creek's flood flows.

Poor air quality is not only bad for residents' health, but also bad for the health of the regional economy. Based on the preliminary findings of hourly PM10 data, there have been several days of extremely high levels of PM10 (Particulate Matter of 10 microns or less) since the storm. The South Coast Air Quality Management District's (SCAQMD) monitoring stations in both Palm Springs and Mecca have shown high levels. The levels downwind, at the Mecca monitoring station, are particularly high, even hazardous. Derived from the hourly data, the Coachella Valley has experienced at least five days that have exceeded the Federal 24-hour PM10 health standard of 150 ug/m3 at the Mecca monitoring site. In comparison, only three days are reported exceeding the Federal standard over a six year, 2015-2021, period.

CVAG staff has been meeting with the County of Riverside, SCAQMD and impacted cities to better understand the air quality issues that are resulting from these mud deposits. CVAG's

longtime consultant on air quality issues, Dr. Emily Nelson, has reviewed data gathered from SCAQMD to help analyze air quality post-Hilary.

CVAG staff has also interfaced with the office of Riverside County Supervisor V. Manuel Perez, who represents Riverside County on SCAQMD and sits on the California Air Resources Board. SCAQMD staff has noted the increase prevalence of poor air quality days post-Hilary, noting that dust is becoming emissive at lower windspeeds, about 12 miles per hour, which is not typical. Although a direct correlation between the storm, the mud deposits and increased PM10 has not been conclusively proved, there does not seem to be any other plausible reasons for the horrible air quality. SCAQMD has responded to these new conditions and modified their agency's wind advisory alerts to account for the lower wind speeds which are leading to poor air quality.

PM 10 problems have long plagued the Coachella Valley. SCAQMD, CVAG, local cities and Riverside County have made important strides, such as CVAG's Regional Street Sweeping Program, to reduce PM10 levels. If the current conditions result in more extremely dusty days, the public's health and the regional economy will suffer. CVAG staff is also working with local stakeholders and partners to gather more data on the likely links between Hilary and recent poor quality. For instance, understanding hospitalizations, mortality, hotel room or event cancellations, can render additional data that can help better understand the health and economic impacts of days in which the Coachella Valley experiences poor air quality.

Fiscal Analysis: There are no costs for providing this update. CVAG staff has been working with Riverside County and local cities to provide documentation as they seek FEMA reimbursement for air quality mitigation work.

ITEM 8A

**ENERGY AND SUSTAINABILITY COMMITTEE
ATTENDANCE RECORD
FY 2023-2024**

<i>VOTING MEMBERS</i>	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

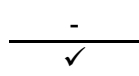
Desert Water Agency	-	-		-		-			-			
Riverside County - District 5	-	-		-		-			-			

Absent
Vacancy



**

No Meeting
Present



ITEM 8B

Coachella Valley Association of Governments
Energy & Sustainability Committee
January 11, 2024

**STAFF REPORT**

Subject: Upcoming Used Oil and Oil Filter Recycling Events

Contact: Emily Langenbahn, Management Analyst (elangenbahn@cvag.org)

Recommendation: Information

Background: The California Department of Resources Recycling and Recovery (CalRecycle) is mandated to regulate and manage used oil within the state and administer the Used Oil Recycling Event Grant program. This program provides funds for local jurisdictions to collect and recycle used oil that may otherwise be hazardedly discarded. CalRecycle offers the Used Oil Payment Program to address this, and CVAG has secured this funding and provided used oil recycling events since 2003. CVAG is currently funded for events through Fiscal Year 2023-24.

CVAG offers seven used oil recycling events per cycle at various AutoZone locations throughout the Coachella Valley, spanning from the City of Desert Hot Springs to the City of Blythe. HF&H Consultants (HF&H) is contracted to coordinate these services, including events and marketing for the upcoming Spring 2024 events. The official flyer for each event is attached to this staff report.

Fiscal Analysis: There is no cost to CVAG for this informational update. Costs associated with the program are covered under the CalRecycle grant.

Attachments: 2024 Used Oil Recycling event flyer – English
2024 Used Oil Recycling event flyer – Spanish

USED OIL & OIL FILTER RECYCLING EVENTS



The Coachella Valley Association of Governments (CVAG) invites you to recycle your used motor oil and filters. Bring your used oil filters to the event and receive a new replacement filter (of up to \$12) for FREE. Limit two free filters per household. Bring your used oil for recycling (up to five gallons per vehicle). Participants will also receive a shop rag and funnel for FREE (while supplies last).

All Events From 8:00 a.m. to 11:00 a.m.

**Saturday
March 2, 2024**
AutoZone
50-700 Harrison St.
Coachella, CA

**Sunday
March 3, 2024**
AutoZone
1717 E. Vista Chino Dr.
Palm Springs, CA

**Saturday
March 23, 2024**
AutoZone
34860 Monterey Ave.
Palm Desert, CA

**Sunday
March 24, 2024**
AutoZone
12660 Palm Dr.
Desert Hot Springs, CA

**Saturday
April 6, 2024**
AutoZone
78792 Highway 111
La Quinta, CA

**Sunday
April 7, 2024**
AutoZone
812 East Hobson Way
Blythe, CA

**Saturday
May 4, 2024**
AutoZone
50-700 Harrison St.
Coachella, CA

**Sunday
May 5, 2024**
AutoZone
32375 Date Palm Dr.
Cathedral City, CA



Visit www.CVAG.org for the full 2024 used oil event schedule.
Call CVAG at (760) 346-1127 for additional questions.



EVENTOS PARA RECICLAR FILTROS Y ACEITE



La Asociación Gubernamental del Valle de Coachella (CVAG) lo invita a reciclar el aceite usado de motor y los filtros. Traiga su filtro de aceite usado al evento y reciba un repuesto (de \$12 o menos) GRATIS. Hay un límite de dos filtros gratis por hogar. Traiga el aceite usado para reciclar (hasta 5 galones por carro). Los participantes también recibirán un trapo y un embudo GRATIS (hasta agotar las existencias).

Todos los eventos 8:00 a.m. a 11:00 a.m.

Sábado
2 de marzo, 2024
AutoZone
50-700 Harrison St.
Coachella, CA

Domingo
3 de marzo, 2024
AutoZone
1717 E. Vista Chino Dr.
Palm Springs, CA

Sábado
23 de marzo, 2024
AutoZone
34860 Monterey Ave.
Palm Desert, CA

Domingo
24 de marzo, 2024
AutoZone
12660 Palm Dr.
Desert Hot Springs, CA

Sábado
6 de abril, 2024
AutoZone
78792 Highway 111
La Quinta, CA

Domingo
7 de abril, 2024
AutoZone
812 East Hobson Way
Blythe, CA

Sábado
4 de mayo, 2024
AutoZone
50-700 Harrison St.
Coachella, CA

Domingo
5 de mayo, 2024
AutoZone
32375 Date Palm Dr.
Cathedral City, CA



Visite www.CVAG.org para ver el calendario completo de eventos de aceite usado 2024.
Si tiene preguntas sobre los eventos, por favor llámé a CVAG al (760) 346-1127



ITEM 8C

Coachella Valley Association of Governments Energy & Sustainability Committee January 11, 2024



STAFF REPORT

Subject: Rollout of California's Solar Access Act

Contact: Emily Langenbahn, Management Analyst (elangenbahn@cvag.org)

Recommendation: Information

Background: In September 2022, Gov. Gavin Newsom approved Senate Bill (SB) 379 to expedite and streamline the permitting process for residential solar energy and battery storage systems. This bill, also known as the Solar Access Act, requires every city and county to implement an online, automated permitting platform that verifies code compliance and issues real-time permits for residential solar energy systems that are no larger than 40 kW.

Cities and counties currently have three paths to comply with SB 379:

- They can adopt SolarAPP+, a software system made by the Department of Energy and the nation's leading building safety organizations. SolarAPP+ issues permits instantly to most residential rooftop solar projects that meet state codes, and it is free for cities to use. According to the Solar Rights Alliance, more than 20 California cities and counties have already successfully implemented it.
- They can adopt Symbium, a free software system which automatically checks for code compliance and issues permits instantly for residential rooftop solar and battery storage systems.
- Cities and counties with online permitting already in place can enhance their existing system to match the capability of SolarAPP+ or Symbium.

All of CVAG's member cities except for the City of Indian Wells, which has a population under 5,000, must adhere to SB 379 requirements. The State's compliance schedule dictates that cities with a population between 5,000 and 50,000 must satisfy these requirements by September 30, 2024. That include the Cities of Blythe, Coachella, Desert Hot Springs, La Quinta, Palm Springs and Rancho Mirage. Cities with a population greater than 50,000 – including the Cities of Cathedral City, Indio and Palm Desert – were supposed to meet these requirements by September 30, 2023. The National Renewable Energy Laboratory (NREL) has indicated that these three cities are currently out of compliance with SB 379. CVAG staff is working with these three cities and NREL to determine which steps are left to complete and support meeting compliance.

In early 2023, CVAG began efforts to alert its member cities of available funding to comply with SB 379. There is still grant funding available for pilot programs and to cover any costs associated with implementing a solar permitting process to comply with SB 379. However, funding is first-come, first-serve. Currently, the Cities of Blythe, Indio, La Quinta, Palm Desert, Palm Springs, and Desert Hot Springs have applied for this funding. The City of Indio is currently the only city to have initiated its pilot program.

CVAG will continue to monitor and assist with any funding opportunities available for its member cities in order to comply with SB 379.

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