

ENERGY & ENVIRONMENTAL RESOURCES COMMITTEE VOTING MEMBERS WILL RECEIVE A UNIQUE PANELIST LINK BY EMAIL. PLEASE USE THIS LINK TO PARTICIPATE IN THIS MEETING.



Pursuant to Governor Newsom's Executive Order N-29-20 (March 18, 2020), this meeting will only be conducted via video/teleconferencing.

ENERGY & ENVIRONMENTAL RESOURCES COMMITTEE AGENDA

**THURSDAY, SEPTEMBER 9, 2021
12:00 p.m.**

INSTRUCTIONS FOR PUBLIC PARTICIPATION

Members of the public may use the following link:
<https://us02web.zoom.us/j/84513833053?pwd=NW8yWXR3SkhxdVorbmdKZGpaNkFSQT09>
Passcode: 748108

One tap mobile: +16699009128,,84513833053#
Dial In #: +1 669 900 9128
Webinar ID: 845 1383 3053
Passcode: 748108

This will provide listening access and ability to address the Energy & Environmental Resources Committee when called upon.

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

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

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

1. **CALL TO ORDER** – Mayor Linda Evans, City of La Quinta, Chair

2. **ROLL CALL**

A. **Member Roster**

[P4](#)

3. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

4. **COMMITTEE MEMBER / DIRECTOR COMMENTS**

5. **CONSENT CALENDAR**

A. **Approve June 10, 2021 Committee Meeting Minutes**

[P5](#)

B. **Authorize the Executive Director to execute an agreement with Dividend Financial to implement their Property Assessed Clean Energy (PACE) program in the Coachella Valley with CVAG oversight**

[P10](#)

C. **Authorize the Executive Director to execute a no-cost contract amendment with Southern California Mountains Foundation to extend the regional Tire Amnesty program through September 29, 2022**

[P35](#)

D. **Authorize the Executive Director to execute a cooperative cost sharing agreement with Western Riverside Council of Governments and San Bernardino Council of Governments to finalize approval of a Regional Energy Network by the California Public Utilities Commission, with CVAG's share of costs not to exceed \$15,000**

[P37](#)

6. **DISCUSSION / ACTION**

A. **Understanding Climate Change and Its Impacts in the Coachella Valley** – Dr. Cameron Barrows, UC Riverside Center for Conservation Biology

[P48](#)

Recommendation: Information

B. **Update to North Shore Weather Event and Power Outage** – Marilyn Gilbert, Imperial Irrigation District

C. **Update on the East Valley Electricity Task Force and related actions** – Emmanuel Martinez

[P49](#)

Recommendation: Information

D. Study of Regional PM₁₀ Street Sweeping Effectiveness – Emmanuel Martinez [P51](#)

Recommendation: Authorize the Executive Director to take necessary actions to execute an agreement for the Regional PM₁₀ Street Sweeping Efficiency and Effectiveness Study with ECORP Consulting, Inc., for a total not-to-exceed amount of \$28,511, including a 10 percent contingency

E. Election of Energy & Environmental Resources Committee Officers – Tom Kirk [P77](#)

Recommendation: Elect a Chair and Vice Chair for the Energy & Environmental Resources Committee for Fiscal Year 2021/2022

7. INFORMATION

A. Attendance Record [P79](#)

B. Update on Property Assessed Clean Energy (PACE) program [P80](#)

C. Letter advocating for Salton Sea funding [P81](#)

8. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

9. ANNOUNCEMENTS

Upcoming Meetings:

The next meeting of the **Energy & Environmental Resources Committee** will be held on Thursday, November 18, 2021, at noon either via Zoom webinar or in-person pending the State's guidance and finalization of logistics.

The next meeting of the **Executive Committee** will be held on Monday, September 27, 2021, at 4:30 p.m. via Zoom webinar.

10. ADJOURN

Item 2A

**Energy & Environmental Resources Committee
Member Roster
2021 - 2022**



VOTING MEMBERS	
Agua Caliente Band of Cahuilla Indians	Chairman Jeff Grubbe
City of Blythe	Vice Mayor Joseph DeConinck <i>Alternate: Councilmember Joseph Halby III</i>
City of Cathedral City	Councilmember Nancy Ross <i>Alternate: Councilmember Rita Lamb</i>
City of Coachella	Councilmember Neftali Galarza <i>Alternate: Mayor Pro Tem Josie Gonzalez</i>
Coachella Valley Water District	Board Member Anthony Bianco
City of Desert Hot Springs	Mayor Pro Tem Russell Betts <i>Alternate: Councilmember Gary Gardner</i>
Imperial Irrigation District	Director Alex Cardenas
City of Indian Wells	Councilmember Donna Griffith <i>Alternate: Mayor Richard Balocco</i>
City of Indio	Councilmember Oscar Ortiz, Vice Chair <i>Alternate: Mayor Elaine Holmes</i>
City of La Quinta	Mayor Linda Evans, Chair
Mission Springs Water District	President Nancy Wright <i>Alternate: Vice President Randy Duncan</i>
City of Palm Desert	Councilmember Gina Nestande
City of Palm Springs	Councilmember Dennis Woods <i>Alternate: Mayor Pro Tem Lisa Middleton</i>
City of Rancho Mirage	Mayor Pro Tem Charles Townsend <i>Alternate: Councilmember Richard W. Kite</i>
Riverside County – District 4	Supervisor V. Manuel Perez
Cabazon Band of Mission Indians	Unassigned
Ex-Officio / Non-Voting Members	
Desert Water Agency	Board Member Patricia Oyar
Riverside County – District 5	Supervisor Jeff Hewitt

Staff	
Tom Kirk, Executive Director	
Jodi Ross-Borrego, Director of Energy & Environmental Resources	
Benjamin Druyon, Management Analyst	
Trisha Stull, Program Assistant II	

ITEM 5A

**Energy and Environmental Resources Committee
Meeting Minutes
June 10, 2021**



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

1. **CALL TO ORDER** – The meeting was called to order by Chair Linda Evans, City of La Quinta, at 12:01 p.m. via Zoom, pursuant to Governor Newsom’s executive order governing how public meetings are held during the COVID-19 pandemic.

2. **ROLL CALL** – Roll call was taken and it was determined that a quorum was present.

Members Present

Vice Mayor Joseph DeConinck
Councilmember Nancy Ross
Councilmember Neftali Galarza
Mayor Pro Tem Russell Betts
Councilmember Donna Griffith
Councilmember Oscar Ortiz, Vice Chair
Mayor Linda Evans, Chair
Councilmember Gina Nestande
Councilmember Dennis Woods
Mayor Pro Tem Charles Townsend
Supervisor V. Manuel Perez
President Nancy Wright
Chairman Jeff Grubbe

Agency

City of Blythe
City of Cathedral City
City of Coachella, *arrived during Item 3*
City of Desert Hot Springs
City of Indian Wells
City of Indio
City of La Quinta
City of Palm Desert
City of Palm Springs
City of Rancho Mirage, *left during Item 6C*
Riverside County – District 4, *arrived during Item 3*
Mission Springs Water District
Agua Caliente Band of Cahuilla Indians

Ex-Officio Members Present

Supervisor Jeff Hewitt

Riverside County – District 5

Others Present

Tom Kirk	CVAG
Katie Barrows	CVAG
Benjamin Druyon	CVAG
Erica Felci	CVAG
Joanna Stueckle	CVAG
Peter Satin	CVAG
Oscar Vizcarra	CVAG
Valdemar Galeana	CVAG
Benjamin Druyon	CVAG
Mike Gladish	CVAG
Tory Brewster	CivicSpark Fellow
Margaret Park	Agua Caliente Band of Cahuilla Indians
Chuck Parker	Salton Sea Coalition
Emmanuel Martinez	Imperial Irrigation District
JB Hamby	Imperial Irrigation District
John Knobel	Assemblyman Chad Mayes’ Office
Pat Cooper	Riverside County District 4
Patrick O’Dowd	Salton Sea Authority
Sara Toyoda	City of Indio

Liz Hernandez
Sylvia Montenegro
Trish Rhay
Kerry Morrison
Judith Graham
Feliz Nunez
Tom Sephton
Susan St. Louis

PSDS/DVD
Coachella Housing Coalition
Indio Water Authority
EcoMedia Compass

Three other individuals joined the meeting but did not provide their fullnames.

Members & Ex-Officios Not Present

Board Member Anthony Bianco
Director Alex Cardenas
Board Member Patricia Oygard

Coachella Valley Water District
Imperial Irrigation District
Desert Water Agency

3. PUBLIC COMMENTS ON AGENDA ITEMS

A comment submitted by Joy Silver was read on Item 6A regarding the Salton Sea and any plans to control dust and water pollution to enable new housing.

Chuck Parker, of the Salton Sea Coalition, commented on Item 6A and asked questions for the Salton Sea Authority and noted the recently-passed resolutions from desert cities supporting importation of ocean water to the Salton Sea.

Feliz Nunez also commented on Item 6A, specifically asking what plans there are to address concerns about the health of residents near the Salton Sea given issues with dust, odor, and wastewater.

Sylvia Montenegro commented on Item 6A and the need to establish a scientific partnership with Mexico to bring water from the Sea of Cortez to the Salton Sea.

Susan St. Louis commented on Item 6A and expressed the need for ocean water importation as a solution to saving the Salton Sea.

Tom Sephton commented on Item 6A, noting the resolutions showing that Coachella Valley cities are supporting ocean water import as a potential long-term solution for the Salton Sea.

Kerry Morrison, of EcoMedia Compass, echoed the previous comments on Item 6A, including concerns that more study and focus was needed on water importation.

4. COMMITTEE MEMBER / DIRECTOR COMMENTS

Katie Barrows shared that she will be retiring from CVAG in the fall and expressed her appreciation to the committee for the work they have done together. Members of the Committee thanked Ms. Barrows for her service.

Councilmember Ortiz gave an update from the Southern California Association of Governments (SCAG), including information on the updated CalEnviroScreen and Southern California Edison's battery storage and public safety power shutoffs.

5. CONSENT CALENDAR

IT WAS MOVED BY MAYOR PRO TEM BETTS AND SECONDED BY COUNCILMEMBER TOWNSEND TO:

- A. Approve May 13, 2021 Committee Meeting Minutes, as revised to include the Goals and Objectives and correct the spelling of JB Hamby's name**

THE MOTION CARRIED WITH 13 AYES AND 2 MEMBERS ABSENT.

Vice Mayor Joey DeConinck	Aye
Councilmember Nancy Ross	Aye
Councilmember Neftali Galarza	Aye
Mayor Pro Tem Russell Betts	Aye
Councilmember Donna Griffith	Aye
Councilmember Oscar Ortiz	Aye
Mayor Linda Evans	Aye
Councilmember Gina Nestande	Aye
Councilmember Dennis Woods	Aye
Mayor Pro Tem Charles Townsend	Aye
Supervisor V. Manuel Perez	Aye
Board Member Anthony Bianco	Absent
Director Alex Cardenas	Absent
President Nancy Wright	Aye
Chairman Jeff Grubbe	Aye

6. DISCUSSION / ACTION

A. Update on the Salton Sea Authority

Patrick O'Dowd, Executive Director of the Salton Sea Authority (SSA), gave an update on the recent activity of the SSA including its mission and priorities. Member discussion ensued.

There was no action taken as this was an informational item.

B. Report on CivicSpark Fellowship Program activities for CVAG

Ms. Barrows introduced CivicSpark Fellow Tory Brewster. Ms. Brewster updated the Committee on the projects she has been working on for CVAG over the past year, including an urban greening guidebook and a climate action story map. Member discussion ensued.

There was no action taken as this was an informational item.

C. Creation of an East Valley Electricity Task Force

Ms. Barrows presented the staff report and the staff recommendation for an East Valley Electricity Task Force. Chair Evans facilitated a discussion between the members of the committee and JB Hamby, Vice President of the IID Board of Directors, about the staff recommendation and IID's own plans for a Coachella Valley Energy Commission. The Committee modified the staff recommendation to authorize the CVAG Executive Director to establish a task force but narrow the focus of the group to reflect IID's plans.

IT WAS MOVED BY COUNCILMEMBER GRIFFITH AND SECONDED BY SUPERVISOR PEREZ TO AUTHORIZE THE EXECUTIVE DIRECTOR TO CREATE AN EAST VALLEY ELECTRICITY TASK FORCE, HAVE MEETINGS TO REVIEW IMPERIAL IRRIGATION DISTRICT'S COACHELLA VALLEY ENERGY COMMISSION RECOMMENDATIONS AND REPORT BACK TO THE CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE WITH NOTES AND INFORMATION ON THE COMMISSION, WITH THE UNDERSTANDING THAT IID IS FAVORABLE TO THE CVAG TASK FORCE INVOLVEMENT.

THE MOTION CARRIED WITH 12 AYES AND 3 MEMBERS ABSENT.

Vice Mayor Joey DeConinck	Aye
Councilmember Nancy Ross	Aye
Councilmember Neftali Galarza	Aye
Mayor Pro Tem Russell Betts	Aye
Councilmember Donna Griffith	Aye
Councilmember Oscar Ortiz	Aye
Mayor Linda Evans	Aye
Councilmember Gina Nestande	Aye
Councilmember Dennis Woods	Aye
Mayor Pro Tem Charles Townsend	Absent
Supervisor V. Manuel Perez	Aye
Board Member Anthony Bianco	Absent
Director Alex Cardenas	Absent
President Nancy Wright	Aye
Chairman Jeff Grubbe	Aye

7. INFORMATION – The following item was provided in the agenda for information only:

A. Attendance Record

B. Member Survey on CVAG Meetings in Post-COVID environment

C. Meeting Calendar for Fiscal Year 2021/2022

8. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

9. ANNOUNCEMENTS

Upcoming Meetings:

- The next meeting of the Energy & Environmental Resources Committee will be held on Thursday, September 9, 2021, at noon either via Zoom webinar or in-person.
- The next meeting of the Executive Committee will be held on Monday, June 28, 2021, with closed session at 4 p.m. and regular session at 4:30 p.m. via Zoom webinar.
- The next meeting of the General Assembly will be held on Monday, June 28, 2021, at 6:00 p.m. via Zoom webinar.

10. ADJOURN – Chair Evans adjourned the meeting at 2:03 p.m.

Respectfully submitted,

Trisha Stull

ITEM 5B

Coachella Valley Association of Governments
Energy & Environmental Resources Committee
September 9, 2021



Staff Report

Subject: Agreement with Dividend Financial for Regional PACE program

Contact: Benjamin Druyon, Management Analyst (bdruyon@cvag.org)

Recommendation: Authorize the Executive Director to execute an agreement with Dividend Financial to implement their Property Assessed Clean Energy (PACE) program in the Coachella Valley with CVAG oversight

Background: On January 25, 2016, the CVAG Executive Committee authorized the implementation of new Property Assessed Clean Energy (PACE) programs regionally, with CVAG oversight and similar policies and procedures that have been incorporated into the other PACE programs. There are now seven PACE programs operating in the Coachella Valley, and a summary of their services is summarized as a separate informational item in the Committee's agenda packet. Dividend Financial has recently approached CVAG about implementing their program on a regional scale. To include Dividend Financial as a PACE provider in the Coachella Valley, CVAG staff is recommending approval of an agreement with Dividend Financial that is similar to the agreements CVAG has with other programs.

Dividend Financial, which is formerly known as Figtree Financial, is a commercial PACE provider. Dividend is a leading national provider of renewable energy and energy-efficient financing solutions to property owners. They give customers the opportunity to obtain clean energy financing through a comprehensive suite of financing options. Dividend will be offering commercial PACE, which is a public-private financing mechanism for energy efficiency, renewable energy, water conservation and seismic upgrades on privately-owned property.

The agreement developed with Dividend Financial to be a PACE provider in the Coachella Valley provides for CVAG oversight of the Dividend Financial program and consistency with the policies, procedures and oversight that are currently in place with our other regional PACE programs. The agreement developed between CVAG and Dividend Financial is consistent with the one developed with the other existing PACE providers serving the Coachella Valley. This agreement will allow for CVAG staff to provide oversight on behalf of member jurisdictions in order to: 1) minimize issues that may arise from the operation of multiple programs simultaneously in the Coachella Valley; 2) assist with community outreach; 3) coordinate with and assist CVAG member agencies; and 4) mediate any property owner or contractor complaints that come to CVAG's attention. This agreement will also provide for a participation fee associated with CVAG's oversight role.

Contract Finalization: Authorize the Executive Director and/or CVAG legal counsel to make minor changes/revisions to the agreement as needed for clarification purposes.

Fiscal Analysis: Similar to other providers, the cost to CVAG for time spent on this PACE program will be recovered through a participation fee associated with this program.

Attachment:

1. Agreement with Dividend Financial

ADMINISTRATION AGREEMENT

by and among

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

and

DIVIDEND FINANCE INC.

1. PARTIES AND DATE.

This Administration Agreement is effective as of the ____ day of _____, 2021 (“the Effective Date”), by and among the Coachella Valley Association of Governments, a California Joint Powers Authority (“CVAG”) and Dividend Finance Inc. (fka Dividend Finance LLC), (hereafter, “PACE Administrator”). CVAG and PACE Administrator are sometimes individually referred to as a “Party” and collectively as “Parties.” This agreement may be referred to herein as the “CVAG Administration Agreement” or the “Agreement.”

2. RECITALS.

2.1 The California Enterprise Development Authority (“Authority”) has established a voluntary contractual assessment program designated as the Figtree PACE Program (the "Authority's PACE Program") pursuant to the provisions of Chapter 29 of Part 3, Division 7 of the California Streets and Highways Code (commencing at Section 5898.12) (“Chapter 29”), to assist owners of real properties to finance the cost of installation of distributed generation renewable energy sources or energy efficiency or water conservation improvements or electric vehicle charging infrastructure (the “Eligible Products”) that are permanently fixed to the properties of such owners.

2.2 In establishing the Authority's PACE Program, Authority has pursuant to Chapter 29 approved a report addressing the matters specified therein (such report and any supplemental handbook, as each have or may be amended from time to time, are collectively referred to as the “Authority's PACE Program Report”). The Authority's PACE Program Report governs the administration of the Authority's PACE Program and establishes, among other terms, the eligibility requirements applicable to property owners, properties, contractors and Eligible Products, financial terms applicable to property owners and the administrative process for property owner participation in the Authority's PACE Program.

2.3 Authority has entered into an agreement establishing the terms and conditions pursuant to which PACE Administrator shall provide administration services to Authority for the Authority's PACE Program for property owners participating in the Authority's PACE Program (the “Authority Program Administration Agreement”).

2.4 CVAG would like to add to the options available to owners of commercial properties within the Coachella Valley for obtaining financing of the installation of Eligible Products that are permanently fixed to the properties of such owners.

2.5 In April 2013, the CVAG Executive Committee directed staff to explore the option of encouraging competition by offering PACE programs provided by both Ygrene Energy Fund and the HERO program. The Executive Committee identified requirements to be part of any PACE program. Ygrene was selected as the only entity meeting these requirements at the time and CVAG already offers a PACE program with Ygrene Energy Fund. CVAG now offers a PACE program through other providers as well. It is the intent of this Agreement to provide for the requirements established by the CVAG Executive Committee regarding participation in the Authority's PACE Program: 1) adhere to Consumer Protections and Policies adopted by CVAG Executive Committee, and 2) CVAG Executive Committee lead in reviewing changes to the PACE program.

2.6 CVAG and PACE Administrator desire to enter into this Agreement to establish the terms and conditions pursuant to which administration services for the Authority's PACE Program (the "Program Administration Services") will be provided to CVAG and all cities and that portion of Riverside County located in the CVAG region (including the census designated places of Mecca, Thousand Palms, Thermal and Bermuda Dunes) which have elected to participate in the Authority's PACE Program (collectively, the "CVAG Jurisdictions").

3. THE PURPOSE OF THE AGREEMENT.

CVAG and PACE Administrator desire to enter into this Agreement to establish the terms and conditions pursuant to which the PACE Administrator shall provide Program Administrative Services to CVAG and the CVAG Jurisdictions. PACE Administrator desires to perform and assume responsibility for the provision of such Program Administration Services on the terms and conditions set forth in this Agreement. CVAG understands and agrees that the PACE Administrator does not, and will not, perform services under the Figtree PACE Program on residential properties. Rather, services performed by PACE Administrator under the Figtree PACE Program are performed on commercial properties. Any services provided by PACE Administrator under this Agreement shall be solely performed on commercial properties. PACE Administrator represents that it is legally qualified to provide such Program Administration Services, and has or will obtain all necessary licenses and authorizations from the State of California and any agency of the federal government with the authority to regulate the provision of such Program Administration Services.

4. TERMS.

4.1 Scope of Program Administration Services and Term of Agreement.

4.1.1 General Scope of Program Administration Services. PACE Administrator promises and agrees to provide Program Administration Services and to furnish financing necessary to provide labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately implement the provision of the Program Administration Services. All Program Administration Services shall be subject to, and performed in accordance with, the Authority Program Administration Agreement that PACE Administrator has entered into with Authority, the exhibits attached thereto and incorporated therein by reference, except as otherwise provided in this Agreement, and all applicable local, state and federal laws, rules and regulations.

4.1.2 Term. The term of this Agreement shall be three years from the Effective Date of this Agreement, unless sooner terminated as provided herein. Thereafter, the term of this

Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least thirty (30) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.

4.2 Responsibilities of PACE Administrator and CVAG.

4.2.1 Control and Payment of Subordinates; Independent Contractor. The Program Administration Services shall be performed by PACE Administrator or under its supervision in accordance with the Authority Program Administration Agreement and this Agreement (collectively, the “Agreements”). PACE Administrator will determine the means, methods and details of performing the Program Administration Services subject to the requirements of the Agreements. PACE Administrator retains the right to perform services similar to Program Administration Services authorized to be provided under the Agreements for other public agencies implementing similar programs. Any personnel performing Program Administration Services under the Agreements on behalf of PACE Administrator shall also not be employees of CVAG and shall at all times be under PACE Administrator’s exclusive direction and control. PACE Administrator shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Program Administration Services under the Agreements and as required by law. PACE Administrator shall be responsible, if legally required, for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers compensation insurance.

4.2.2 PACE Administrator’s Responsibilities. PACE Administrator shall perform Program Administration Services as set forth in the Authority Program Administration Agreement, except as such Program Administration Services are modified as set forth in Exhibit A, including but not limited to the requirement that all projects comply with the pricing guidelines provided by CVAG. PACE Administrator represents that it has the professional and technical personnel and financial resources required to perform Program Administration Services in conformance hereto.

4.2.3 CVAG Responsibilities. In order to facilitate PACE Administrator’s performance of Program Administration Services, CVAG shall respond to PACE Administrator’s requests and submittals in a timely manner including auditing projects as set forth in the Schedule of Responsibilities attached as Exhibit A. Bonds issued to finance improvements pursuant to this Program shall be issued by Authority. In order for bonds to be issued with respect to projects in CVAG Jurisdictions, applicable member agencies of CVAG must adopt the resolution as set forth in Exhibit B. CVAG represents that it has the professional personnel and financial resources required to perform the CVAG Responsibilities in conformance hereto. CVAG has also contracted with other contractors to provide PACE programs pursuant to Chapter 29 and/or the Mello Roos Community Facilities Act of 1982 (codified at California Government Code section 53311 and following, and as amended by Senate Bill 555, Statutes of 2011, chapter 493,) within its member jurisdictions, and reserves the right to implement similar and any other programs with other contractors.

4.2.4 Compensation.

(a) CVAG has no responsibility to pay PACE Administrator for the provision of Program Administration Services.

(b) On January 15, April 15, July 15 and October 15 of each calendar year, PACE Administrator will pay CVAG an amount equal to 0.25% of the total financed amount for projects on properties within the boundaries of CVAG Jurisdictions that were funded under the Authority's PACE Program during the preceding calendar quarter. All such fees paid to CVAG by PACE Administrator shall not be collected from or passed on to the property owner; nor shall such fees be included in the amount financed by the property owner; rather, all such fees paid to CVAG shall be paid out of PACE Administrator's general revenues.

(c) The Parties agree that all program fees for the Authority's PACE Program charged to the property owner and/or the contractor shall be designed to minimize up-front costs for property owners. In furtherance of this objective, PACE Administrator shall make CVAG aware of any changes to program fees. Fees charged to property owners in the CVAG region shall be no more than comparable fees charged to property owners in other cities and counties participating in the Authority's PACE Program (except for Lien Recordation fees which are set by each county).

4.2.5 Conformance to Applicable Requirements. Prior to launch and no less frequently than once a quarter, PACE Administrator shall meet with the CVAG Representative and other CVAG representatives to review and approve PACE Administrator's marketing and customer service plans for the Authority's PACE Program in the CVAG Jurisdictions. To the extent there are material changes to the marketing and customer service plans, PACE Administrator shall meet with the CVAG Representative and other CVAG representatives to review and approve the revised marketing and customer service plans for the CVAG Jurisdictions. PACE Administrator and CVAG shall schedule quarterly meetings at PACE Administrator offices or CVAG's offices for an update on the Authority's PACE Program.

4.2.6 The CVAG Representative. CVAG hereby designates Thomas Kirk, or his or her designee, to act as its representative for the performance of this Agreement (the "CVAG Representative"). The CVAG Representative shall have the power to act on behalf of CVAG for all purposes under this Agreement. PACE Administrator shall not accept direction or orders from any person on behalf of CVAG other than the CVAG Representative or his designee. The CVAG Representative shall provide written notice to PACE Administrator of the appointment or the rescission of the appointment of any designee of the CVAG Representative hereunder.

4.2.7 The PACE Administrator Representative. PACE Administrator hereby designates Peter S. Grabell, or his or her designee, to act as its representative for the performance of this Agreement (the "PACE Administrator Representative"). The PACE Administrator Representative shall have the power to act on behalf of PACE Administrator for all purposes under this Agreement. CVAG shall not accept direction or orders from any person on behalf of PACE Administrator other than the PACE Administrator Representative or his or her designee. The PACE Administrator Representative shall provide written notice to CVAG of the appointment or the rescission of the appointment of any designee of the PACE Administrator Representative hereunder.

4.2.8 Coordination of Program Administration Services. PACE Administrator agrees to work closely with CVAG staff in the performance of Program Administration Services and shall be reasonably available to CVAG's staff.

4.2.9 Standard of Care. PACE Administrator shall perform all Program Administration Services under the Agreements in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. PACE Administrator represents and maintains that it is skilled in the professional calling and has the financial resources necessary to perform Program Administration Services. PACE Administrator warrants that all employees and/or agents of PACE Administrator shall have sufficient skill and experience to perform Program Administration Services assigned to them. Further, PACE Administrator represents that it, its employees and agents have, or will have prior to the performance of Program Administration Services, all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform Program Administration Services, and that such licenses and approvals shall be maintained throughout the term of the Agreements. CVAG again acknowledges that (1) any services provided by PACE Administrator under this agreement shall only be performed on commercial properties, and (2) that PACE Administrator does not perform services under the Figtree PACE Program on residential properties. PACE Administrator shall perform, at its own cost and expense and without reimbursement from CVAG, any services necessary to correct errors or omissions which are caused by PACE Administrator's failure to comply with the standard of care provided for herein.

4.2.10 Laws and Regulations. PACE Administrator shall keep itself fully informed of and in material compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Authority's PACE Program or Program Administration Services, including without limitation, all Cal/OSHA requirements and all applicable federal and state securities laws and regulations, and shall give all notices required by law. PACE Administrator shall be liable for all of its violations of such laws, rules and regulations in connection with Program Administration Services.

4.3 Accounting Records – Maintenance and Inspection.

PACE Administrator shall maintain complete and accurate records, consistent with its records retention policy and applicable law. All such records shall be clearly identifiable. PACE Administrator shall, no more than once per calendar year, at reasonable times and upon thirty (30) days' prior written notice from CVAG, allow a representative of CVAG and/or its agent during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. PACE Administrator shall, at reasonable times and upon reasonable notice, allow inspection of all work, data, documents, proceedings, and activities related to the Agreement. CVAG agrees to maintain the confidentiality of the records in accordance with the Confidentiality provisions of Section 4.4.6.

4.4 General Provisions.

4.4.1 Termination of Agreement for Cause. Should either Party breach one or more of its material obligations as outlined herein in a material way, the non-breaching Party may, by written notice, terminate the whole or any part of this Agreement by giving written notice to the breaching Party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Notwithstanding anything to the contrary

in the immediately preceding sentence, the non-breaching Party shall provide the breaching Party with at least thirty (30) days advance written notice within which to cure any such potential breach. If the matter is cured within this thirty (30) day period, then the non-breaching Party shall not be entitled to terminate this Agreement, and if the matter is not so cured, the non-breaching Party may proceed with the process outlined in the first sentence of this Section 4.4.1.

4.4.2 Termination Without Cause. Either Party may terminate this Agreement, without cause, effective 90 days after giving written notice of such termination to the other Party.

4.4.3 Transition Period Upon Termination. PACE Administrator shall stop accepting applications for Program Assessment Contracts within the CVAG Jurisdictions on the effective date of any termination of this Agreement. Upon request by CVAG and following the effective date of any termination of this Agreement by CVAG, as provided above, PACE Administrator shall provide CVAG with an accounting of (i) all pending applications for Program Assessment Contracts respecting properties that were initiated prior to such effective date and (ii) all executed Program Assessment Contracts respecting properties that were outstanding but unfunded as of the time of such termination (collectively, “Pending Program Assessment Contracts”). PACE Administrator shall have the option to close and fund each Pending Program Assessment Contract in accordance with its respective terms, subject to the review of the appropriate documentation by CVAG, and notwithstanding the termination of this Agreement. Within two (2) business days following receipt by CVAG of the relevant documentation, CVAG shall have the authority to deny any project that CVAG reasonably deems to have insufficient consumer protection, is not an eligible measure and/or which is not within the pricing guidelines. Absent notice of a denial by CVAG of a Pending Program Assessment Contract, approval will be deemed to have been given on the third business day after CVAG's receipt of the relevant documentation.

4.4.4 Effect of Termination on the Authority Program Administration Agreement. The termination of this Agreement by CVAG pursuant to the provisions hereof shall not result in the termination of the Authority Program Administration Agreement as such agreement applies to the provision of Program Administration Services outside of the CVAG Jurisdictions.

4.4.5 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

PACE Administrator: Dividend Finance Inc.
Attn: Legal Department
Attn: Peter S. Grabell, SVP PACE
9330 Scranton Road, Suite 600
San Diego, CA 92121
Email: PACE@dividendfinance.com
Email: Legal@dividendfinance.com

CVAG: Coachella Valley Association of Governments
73710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Attn: Executive Director
Facsimile: (760) 340-5949

Such notice shall be deemed made when personally delivered or 48 hours after sent via certified mail and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

4.4.6 Confidentiality, Intellectual Property and Data Compilation.

(a) Confidentiality. Except as otherwise set forth in this Agreement, all non-public ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data provided by either Party to the other Party (including any copies or manuscripts of such information produced by a Party pursuant to this Agreement) or otherwise including any financial structure and financing approach of Program Assessments in connection with the performance of this Agreement shall be held confidential by the other Party. Nothing furnished to either Party which is (i) otherwise known to the receiving Party prior to such disclosure, (ii) is generally known to the public through no fault of the party to whom such information has been disclosed, (iii) has become known, to the related industry, (iv) rightly obtained from third parties, who, to the best of a party's knowledge, are not under an obligation of confidentiality, (v) independently developed by the receiving party without reference to the originating party's information, or (vi) is subject to the California Public Records Act, shall be deemed confidential. The parties shall mutually agree on the use of their respective insignia or names in any magazine, trade paper, newspaper, television or radio production or other similar medium. Notwithstanding the above, any documents prepared for the Authority's PACE Program that are intended to be provided to the public shall not be subject to the limitations of this Section 4.4.6.

(b) Intellectual Property. CVAG expressly acknowledges and agrees that any and all computer software and all source code thereof, used or developed by PACE Administrator ("Proprietary Software") in performing the Program Administration Services is proprietary and PACE Administrator, or its licensors, shall at all times exclusively own all rights, title, and interest in such software and Proprietary Software, including all intellectual property rights contained therein. However, such software shall be made available to CVAG to the extent necessary to examine, review or audit Program records and documents. Further, except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of either party's intellectual property rights to the other party, and each party will retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

(c) Data Compilation. CVAG acknowledges and agrees that PACE Administrator, or its licensors, will have spent substantial time and effort in collection and compiling data and information (the "Data Compilations") in connection with the Authority's PACE Program Administration Services and that such Data Compilations may be used by PACE Administrator (or such licensors) for their own purposes, including, without limitation, sale or distribution to third parties; provided, however, that PACE Administrator will not, and shall ensure that its licensors will not, sell or distribute any of CVAG's confidential information that may be contained in such Data Compilations, unless such confidential information is used only on an aggregated and anonymous basis.

4.4.7 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be reasonably necessary, appropriate or convenient to attain the purposes of this Agreement.

4.4.8 Arbitration and Equitable Relief.

(a) *Arbitration.* In consideration of PACE Administrator's rights under this Agreement, CVAG's promise to arbitrate disputes under this Agreement, and the receipt of revenue earned by PACE Administrator, at present and in the future, PACE Administrator and CVAG agree that any and all controversies, claims, or disputes with anyone (including CVAG and any employee, officer, director, volunteer of CVAG in its capacity as such or otherwise), whether brought on an individual, group, or class basis, arising out of, relating to, or resulting from PACE Administrator's performance of Program Administration Services under this Agreement or the termination of this Agreement, including any breach of this Agreement by either Party, shall be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1283.05 (the "Rules") and pursuant to California law. Disputes which PACE Administrator and CVAG agree to arbitrate, and thereby agree to waive any right to a trial by jury, include any statutory claims under state or federal law, the California Labor Code, and claims of harassment, discrimination and wrongful termination. PACE Administrator and CVAG further understand that this Agreement to arbitrate also applies to any disputes that PACE Administrator or CVAG may have with each other.

(b) *Procedure.* PACE Administrator and CVAG agree that any arbitration will be administered by the American Arbitration Association ("AAA"), and that the neutral arbitrator will be selected in a manner consistent with AAAs National Rules for the Resolution of Contract Disputes. PACE Administrator and CVAG agree that the arbitrator shall have the power to decide any motions brought by any Party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. PACE Administrator and CVAG also agree that the arbitrator shall have the power to award any remedies available under applicable law, and that the arbitrator shall award attorneys' fees and costs to the prevailing Party except as prohibited by law. PACE Administrator agrees that the arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules and that to the extent that the AAA's National Rules for the Resolution of Contract Disputes conflict with the Rules, the Rules shall take precedence. PACE Administrator and CVAG agree that the decision of the arbitrator shall be in writing.

(c) *Remedy.* Except as provided by the Rules and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between PACE Administrator and CVAG. Accordingly, except as provided for by the Rules and this Agreement, neither PACE Administrator nor CVAG will be permitted to pursue court action regarding claims that are subject to arbitration except to have an arbitration award entered as a judgment for enforcement purposes.

(d) *Availability of Injunctive Relief.* PACE Administrator and CVAG agree that either PACE Administrator or CVAG may petition a court for provisional relief, including injunctive relief, as permitted by the Rules, including, but not limited to, where either PACE Administrator or CVAG alleges or claims a violation of this Agreement between CVAG and PACE Administrator. PACE Administrator and CVAG understand that any breach or

threatened breach of such an agreement (including this Agreement) will cause irreparable injury and that money damages will not provide an adequate remedy therefor and both CVAG and PACE Administrator hereby consent to the issuance of an injunction.

4.4.9 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

4.4.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in the County of Riverside.

4.4.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

4.4.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

4.4.13 Assignment or Transfer. PACE Administrator shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of CVAG provided, however, PACE Administrator may assign this Agreement to an affiliate or in connection with a merger or the sale of all or substantially all of its assets provided that the successor entity expressly assumes all of the obligations and confirms all of the representations and warranties of PACE Administrator hereunder. Any such unpermitted assignment, hypothecation or transfer shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

4.4.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise defined herein above, any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to PACE Administrator include all personnel, employees, agents, and subcontractors of PACE Administrator, except as otherwise specified in this Agreement. All references to CVAG include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.4.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by the Parties.

4.4.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

4.4.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.4.19 Prohibited Interests. PACE Administrator maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for PACE Administrator or independent contractors and consultants engaged by PACE Administrator to perform services of the nature of those included on the Schedule of Responsibilities attached hereto, to solicit or secure this Agreement. Further, other than its outside counsel, PACE Administrator warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for PACE Administrator, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CVAG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CVAG, during the term of his or her service with CVAG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

4.4.20 Equal Opportunity Employment. PACE Administrator represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or other protected class. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

4.4.21 Labor Certification. By its signature hereunder, PACE Administrator certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of Program Administration Services.

4.4.22 Authority to Enter Agreement. PACE Administrator has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreements. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

4.5 Subcontracting.

4.5.1 Prior Approval Required. PACE Administrator shall not subcontract any portion of Program Administration Services, except as expressly stated herein, without prior written approval of CVAG; *provided that* PACE Administrator may subcontract its duties to its affiliates or hire individuals that act as independent contractors or consultants; *and provided further* that no such arrangement shall relieve PACE Administrator of its obligations hereunder and PACE Administrator will be responsible for all acts and omissions of such subcontractors and agents in performance of any duties so delegated. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

4.6 Insurance.

4.6.1 Time for Compliance. PACE Administrator shall not commence Program Administration Services under this Agreement until it has provided evidence satisfactory to CVAG that it has secured all insurance required under this Section. In addition, PACE Administrator shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to CVAG that the subcontractor has secured all insurance required under this section.

4.6.2 Minimum Requirements. PACE Administrator shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by PACE Administrator, its agents, representatives, employees or subcontractors. PACE Administrator shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) *Minimum Scope of Insurance.* Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers Compensation and Employers Liability:* Workers Compensation insurance as required by the State of California and Employers Liability Insurance.

(b) *Minimum Limits of Insurance.* PACE Administrator shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers Compensation and Employers Liability:* Workers Compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

4.6.3 Professional Liability. PACE Administrator shall procure and maintain and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of Program Administration Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

4.6.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or PACE Administrator shall provide endorsements on forms supplied or approved by CVAG to add the following provisions to the insurance policies:

(a) *General Liability.* The general liability policy shall be endorsed to state that: (1) CVAG, its directors, members, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to Program Administration Services or operations performed by or on behalf of PACE Administrator, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects CVAG, its directors, members, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of PACE Administrator's scheduled underlying coverage. Any insurance or self-insurance maintained by CVAG, its directors, members, officials, officers, employees, agents and volunteers shall be excess of PACE Administrator's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) CVAG, its directors, members, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by PACE Administrator or for which PACE Administrator is responsible; and (2) the insurance coverage shall be primary insurance as respects CVAG, its directors, members, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of PACE Administrator's scheduled underlying coverage. Any insurance or self-insurance maintained by CVAG, its directors, members, officials, officers, employees, agents and volunteers shall be excess of PACE Administrator's insurance and shall not be called upon to contribute with it in any way.

(c) All Coverages. The professional liability, general liability and automobile liability policies required by this Agreement shall be endorsed to state that the respective insurer (or in the case of professional liability insurance provided pursuant to Section 4.6.3, the respective insurer or PACE Administrator) shall provide CVAG with written notice within thirty (30) days of any suspension, voiding or cancellation of the insurance policy. Such insurers shall also agree to waive all rights of subrogation against CVAG, its directors, members, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by PACE Administrator.

4.6.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to CVAG, its directors, members, officials, officers, employees, agents and volunteers.

4.6.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions in an amount greater than \$10,000 (other than the professional liability policy, for which the relevant amount of any deductibles or self-insured retentions shall not be greater than \$250,000) must be declared to and approved by CVAG. If any deductibles or self-insured retentions exceed such amounts, CVAG may require PACE Administrator to, at CVAG's option, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CVAG, its directors, members, officials, officers, employees, agents and volunteers; or (2) PACE Administrator shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

4.6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Bests rating no less than A-VII, licensed to do business in California.

4.6.8 Verification of Coverage. PACE Administrator shall furnish CVAG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to CVAG. The Certificates of Insurance shall not only name the type of policy provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by CVAG if requested. All certificates and endorsements must be received and approved by CVAG before work commences. CVAG reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.7 Indemnification.

PACE Administrator shall defend, indemnify and hold CVAG, its directors, members, officials, officers, employees, volunteers and agents (each, a “CVAG Indemnified Person”) free and harmless from any and all claims, demands, causes of action, reasonable, documented, out-of-pocket costs and expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent or wrongful acts or omissions or willful misconduct of PACE Administrator, its directors, officials, officers, employees, agents, consultants, contractors and subcontractors, arising out of or in connection with the performance of the Program Administration Services, the Authority's PACE Program or this Agreement, including without limitation the payment of all reasonable attorneys’ fees and other related costs and expenses. PACE Administrator shall defend, at PACE Administrator’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any CVAG Indemnified Person in accordance with this Section 4.7. PACE Administrator shall pay and satisfy any judgment, award or decree that may be rendered against any CVAG Indemnified Person in any such suit, action or other legal proceeding. PACE Administrator shall reimburse CVAG Indemnified Person for any and all reasonable, documented, out-of-pocket legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. PACE Administrator’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by any CVAG Indemnified Person.

CVAG shall defend, indemnify and hold PACE Administrator, its officials, officers, employees, volunteers and agents (each, a “PACE Administrator Indemnified Person”) free and harmless from any and all claims, demands, causes of action, reasonable, documented, out-of-pocket costs and expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any reckless acts or omissions or willful misconduct of CVAG, its officials, officers, employees, agents, consultants, contractors and subcontractors, arising out of or in connection with the performance of the Program Administration Services, the Authority's PACE Program or this Agreement, including without limitation the payment of all reasonable, documented, out-of-pocket attorneys’ fees and other related costs and expenses. CVAG shall defend, at CVAG’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any PACE Administrator Indemnified Person in accordance with this Section 4.7. CVAG shall pay and satisfy any judgment, award or decree that may be rendered against any PACE Administrator Indemnified Person in any such suit, action or other legal proceeding. CVAG shall reimburse each PACE Administrator Indemnified Person for any reasonable, documented, out-of-pocket legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CVAG’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by any PACE Administrator Indemnified Person.

In the event that any CVAG Indemnified Person or PACE Administrator Indemnified Person (collectively “Indemnified Persons”) shall receive any claim or demand or be subject to any suit or proceeding of which a claim may be made against the other under this Section 4.7, the Indemnified Person shall give prompt written notice thereof to the indemnifying Party (each, an “Indemnitor”); provided that the failure to give such notice in a timely manner shall not impact the availability of indemnification except to the extent that it materially and adversely impacts the defense of the claim or demand. Upon receipt of such notice, the Indemnitor shall have thirty (30) days to object to the demand to defend and/or indemnify the Indemnified Person set forth in such

notice by delivery of a written objection to the Indemnified Person specifying in reasonable detail the basis for such objection. Failure to timely deliver an objection shall constitute Indemnitor's final and binding acceptance of its obligation to defend such claim and its indemnification obligations in respect of such claim or demand once finally resolved.

If the Indemnitor timely delivers an objection to its obligation to defend pursuant to this Section 4.7, the Parties shall in good faith seek to resolve any dispute within the 30-day period following delivery of such objection or such shorter period of time required to prevent a material adverse impact to the defense of the claim or demand. If the Parties have not resolved their dispute within such period or such shorter period of time required to prevent a material adverse impact to the defense of the claim or demand, the Indemnified Party may assume control of the defense as provided below and any dispute over the Indemnitor's ultimate liability for indemnity and defense obligations under this Section 4.7 for such claim or demand shall be resolved by arbitration in accordance with the dispute resolution procedures set forth in Section 4.4.8.

With respect to third party claims, the Indemnitor shall have the right, at its option and expense, to be represented by counsel of its choice (with the consent of the Indemnified Party, not to be unreasonably withheld) and to participate in, or control all aspects of, the defense, negotiation and/or settlement of any such claim; provided, that the Indemnified Person may control all aspects of any such claim with counsel of its choice, at the expense of the Indemnitor (for the avoidance of doubt, subject to recovery of any amounts determined by arbitration to have been properly and timely objected to by the Indemnitor in accordance with this Section 4.7), only if (i) the Indemnitor disputes its obligation to defend under 4.7, (ii) the Indemnitor does not pursue with reasonable diligence such defense, negotiation or settlement, or (iii) such claim involves the potential imposition of criminal liability upon such Indemnified Person. The Indemnitor and the Indemnified Person shall cooperate fully with each other in connection with the defense, negotiation or settlement of any claim described in this Section 4.7, including keeping each other fully informed regarding material developments relating to the claim. The Indemnitor shall have the right to settle any claim and the Indemnified Person shall have a right to notice of any such settlement, provided that the Indemnitor shall not execute or otherwise agree to any settlement agreement that (1) provides for other than monetary payment by the Indemnitor (including, for the avoidance of doubt, any admission of guilt or wrongdoing by any applicable Indemnified Party) without the Indemnified Person's prior written consent, which consent shall not be unreasonably withheld, or (2) does not include as an unconditional term thereof the giving of a release from all liability with respect to such claim by each claimant or plaintiff to each Indemnified Person that is or may be subject to the claim. Notwithstanding the foregoing, the Indemnified Person shall have the right to pay or settle any claim; provided that in such event it shall waive any right to indemnity therefor from the Indemnitor unless the Indemnitor has not pursued with reasonable diligence the defense, negotiation or settlement of such claim. If the Indemnitor elects not to defend such claim or is prohibited from doing so, and the Indemnified Person defends such claim directly, the Indemnified Person shall provide fifteen (15) days advance written notice of any proposed settlement of such claim to the Indemnitor and shall act in connection therewith reasonably and in accordance with the Indemnified Person's good faith business judgment.

No third party shall be a direct beneficiary of this Section 4.7.

4.8 Application of this Agreement. This Agreement shall apply solely to the provision of Program Administration Services within those cities within CVAG that have elected to participate in the Authority's PACE Program.

4.9 Conflict with the Authority's PACE Program Report. If any provision of this Agreement shall conflict with the provisions of the Authority's PACE Program Report, the provisions of the Authority's PACE Program Report shall prevail.

4.10 No Amendment to the Authority Program Administration Agreement. Except as expressly provided for herein, all terms of the Authority Program Administration Agreement shall remain in full force and effect.

4.11 NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

COACHELLA VALLEY
ASSOCIATION OF GOVERNMENTS

DIVIDEND FINANCE INC.

By: _____
Name:
Title: CVAG Chair

By: _____
Name: Peter Grabell
Title: Senior V.P. C-PACE

APPROVED AS TO FORM:

By: _____
Name: Michael Jenkins
Title: CVAG General Counsel

EXHIBIT "A"

CVAG SCHEDULE OF RESPONSIBILITIES

CVAG will be responsible for coordination with PACE Administrator and the CVAG member agencies to implement the Authority's PACE Program in the CVAG Jurisdictions. Consequently, CVAG shall timely take the following actions:

- a. Assist CVAG member agencies with the process of adoption of resolutions and/or other actions necessary to participate in the Authority's PACE Program.
- b. Adopt resolutions and approve documents authorizing the Authority's PACE Program;
- c. Audit, at CVAG's discretion, of funded projects for which property owners have used Authority financing within the CVAG Jurisdictions. The audit may include verification that the projects are eligible and are within pricing guidelines. PACE Administrator will provide an Eligible Products list that is specific to Authority's PACE Program and CVAG will provide the pricing guidelines that set a maximum consumer cost for projects funded through all PACE programs in CVAG territory.

On a monthly basis, as requested by CVAG, PACE Administrator will provide CVAG with a list of completed projects that have used Authority financing. The information will include the product details and the associated costs for each project. CVAG shall have the option of auditing any one or all of the projects to verify the projects are eligible and costs are within the agreed upon range. From the date that PACE Administrator provides the relevant documentation, CVAG shall have two (2) weeks to complete the audit. The CVAG fee will be paid only on projects that receive funding.

If there is a reasonable question on a project, CVAG will flag the project and contact PACE Administrator for an explanation. If there is no reasonably satisfactory explanation, PACE Administrator shall warn the respective contractor, place them on probation, or remove them from the program, depending on their previous performance and demonstration of a commitment to prevent similar issues from occurring in the future. CVAG may terminate participation in the Authority's PACE Program if, at any point, it reasonably determines that an audit has produced significant unsatisfactory results without proper response from PACE Administrator.

CVAG's exercise of its right to audit, or to not audit, a project shall not relieve PACE Administrator of its obligation to indemnify and defend CVAG from and against an act or omission by PACE Administrator pursuant to Section 4.7 above, whether an audit by CVAG would have put CVAG on notice of a potential claim.

- d. The CVAG Representative may, from time to time, recommend to the PACE Administrator Representative revisions to the program criteria and the CVAG Representative and the PACE Administrator Representative shall meet and consult, either in person or by conference call, regarding such recommendations. CVAG acknowledges that revisions to the program criteria are subject to the approval of Authority as required pursuant to Chapter 29.

e. Coordinate with PACE Administrator on program marketing and outreach, to ensure that such marketing and outreach is compatible with existing PACE programs offered in the CVAG region and property owners in the CVAG region are aware of the options for all PACE programs.

EXHIBIT “B: RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE [BOARD OF SUPERVISORS/CITY COUNCIL] OF THE [COUNTY/CITY] OF [_____] CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE [COUNTY/CITY] IN THE PACE PROGRAMS; AUTHORIZING [_____] TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE [COUNTY/CITY]; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the [_____] (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the [County/City] of [_____] (the [“County”/“City”]); and

WHEREAS, the Authority is implementing various Property Assessed Clean Energy (PACE) programs, each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are [_____] , and the Authority will notify the [County/City] in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the [County/City] desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the [County's/City's] official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the [County/City] will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the [Board of Supervisors/City Council] of the [County/City] of [_____] as follows:

Section 1. This [Board of Supervisors/City Council] hereby finds and declares that properties in the territory of the [County/City] will benefit from the availability of the Programs within the territory of the [County/City] and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the [County/City] hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the [County/City] and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The [County/City] will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the [County/City] are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the [_____] of the [County/City] from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: [_____ specify name of position].

Section 4. The appropriate officials and staff of the [County/City] are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The [Board of Supervisors/City Council] hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect once it is adopted only for a program administrator who has entered into an administration agreement with the Coachella Valley Association of Governments (CVAG) and provides the City a fully executed copy of such agreement with CVAG. The [Clerk of the Board/City Clerk] is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, [insert name and address of Authority_____].

PASSED AND ADOPTED this _____ day of _____, 20__ by the following vote, to wit:

AYES: [Board/Council] Members _____

NOES: [Board/Council] Members _____

ABSENT: [Board/Council] Members _____

ABSTAIN: [Board/Council] Members _____

RESOLUTION NO. _____

RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO [_____]

WHEREAS, the [County/City] of _____, California (the ["City"/"County"]), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to _____, dated as of _____ (the "Agreement"); and

WHEREAS, there is now before this [Board of Supervisors/City Council] the form of the Agreement; and

WHEREAS, the [County/City] proposes to participate in the Programs and desires that certain projects to be located within the [County/City] be financed pursuant to the Programs and it is in the public interest and for the public benefit that the [County/City] do so; and

WHEREAS, the Agreement has been filed with the [Clerk of the Board/City Clerk], and the members of the [Board of Supervisors/City Council] of the [County/City], with the assistance of its staff, have reviewed said document;

NOW, THEREFORE, BE IT RESOLVED BY THE [BOARD OF SUPERVISORS/CITY COUNCIL] OF THE [COUNTY/CITY] OF _____ AS FOLLOWS:

Section 1. The Agreement is hereby approved and the [Chairman of the Board of Supervisors/Mayor of the City] is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said [Board of Supervisors/City Council], and the [Clerk of the Board/City Clerk] is hereby authorized and directed to affix the [County's/City's] seal to said document and to attest thereto.

Section 2. [The Chairman of the Board of Supervisors/The Mayor of the City], the [County Executor Officer/City Manager], the [Clerk of the Board/City Clerk] and all other proper officers and officials of the [County/City] are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The [Clerk of the Board/City Clerk] shall forward a certified copy of this Resolution and an originally executed Agreement to General Counsel for the Authority:

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the [Board of Supervisors/City Council] of the [County/City] of _____ at a regular meeting of said [Board of Supervisors/City Council] held on the _____ day of _____, 20__, by the following vote:

AYES:

NOES:

ABSENT:

[Chairman/Mayor]

ATTEST:

[Clerk of the Board/City Clerk]

ITEM 5C

Coachella Valley Association of Governments
Energy & Environmental Resources Committee
September 9, 2021



Staff Report

Subject: Amendment #1 with Southern California Mountains Foundation

Contact: Benjamin Druyon, Management Analyst (bdruyon@cvag.org)

Recommendation: Authorize the Executive Director to execute a no-cost contract amendment with Southern California Mountains Foundation to extend the regional Tire Amnesty program through September 29, 2022

Background: CalRecycle's Tire Amnesty program is a two-year grant program that CVAG applies for each cycle. The tires recycled through this program might otherwise have been dumped around the community and in open desert areas. The tires that are collected are all recycled into tire-derived aggregate, rubberized asphalt concrete or used for tire-derived products such as floor mats, drainpipes, mulch, office supplies and surfacing.

CVAG has participated in this grant program since 2011. CVAG applied for the Tire Amnesty cycle 5 (TA5) grant program in 2019 and was approved for \$50,000 for FY 2020/2021. CVAG released a request for bids and selected Southern California Mountains Foundation (SCMF) as the winning bid. An agreement with CVAG and SCMF was signed on January 15, 2020. The program began holding tire collection events in early 2020.

Since March 2020, events like these have been impacted by the COVID-19 pandemic, which required social distancing and, at times, social isolation. The shut-down remained in place until earlier this year. SCMF was able to offer two tire collection events before the initial program cut-off date of June 30, 2021, bringing in about 500 tires. However, additional events were not possible due to pandemic restrictions.

CalRecycle offered an option to extend the tire recycling grant program to agencies who submitted a letter requesting an extension. CVAG staff submitted a letter to CalRecycle and a grant extension was approved to keep the program funded through September 29, 2022.

Staff is recommending Amendment #1 with SCMF to extend the Tire Amnesty program for one year. The schedule for future tire recycling events will be advertised widely. Events will generally be held between November and April, depending on state guidance and any COVID-19 restrictions for such events.

Fiscal Analysis: CVAG received \$50,000 in grant funding for this program, and the recommended contract extension adds no additional costs to the program. The cost to CVAG for time spent on this Tire Amnesty program is covered through grant funds from CalRecycle.

Attachment:

1. Amendment #1 with Southern California Mountains Foundation

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

**CONSULTING SERVICES AGREEMENT
AMENDMENT #1**

with

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION

The Consulting Services Agreement (the "Contract") by and between Coachella Valley Association of Governments ("CVAG") and Southern California Mountains Foundation ("Consultant") is amended, effective September 9, 2021, as follows:

- 1) The contract is amended to extend the agreement date to September 29, 2022, coinciding with CalRecycle's amended Tire Amnesty 5 grant term extension.

- 2) All other terms and conditions shall remain the same as stated in the original Contract.

Tom Kirk
Executive Director,
Coachella Valley Association of Governments

Stacy Gorin
Executive Officer,
Southern California Mountains Foundation

Coachella Valley Association of Governments
Energy & Environmental Resources Committee
September 9, 2021



Staff Report

Subject: Regional Energy Network Cooperative Cost Sharing Agreement

Contact: Benjamin Druyon, Management Analyst (bdruyon@cvag.org)

Recommendation: Authorize the Executive Director to execute a cooperative cost sharing agreement with Western Riverside Council of Governments and San Bernardino Council of Governments to finalize approval of a Regional Energy Network by the California Public Utilities Commission, with CVAG's share of costs not to exceed \$15,000

Background: For the last several years, CVAG has been collaborating with Western Riverside Council of Governments (WRCOG), and San Bernardino Council of Governments (SBCOG) on the possibility of creating a new joint Regional Energy Network (REN) for the Inland Empire. The goal was to fill some of the funding gaps that were a result of declining funding from the California Public Utilities Commission (CPUC) for Local Government Partnerships and energy efficiency programs, as well as the end of the ten-year Desert Cities Energy Partnership funding. RENs are becoming a viable model that many local governments are looking towards to replicate and implement within their service territory to continue providing energy efficiency support to their communities. The CPUC's intent is for RENs to undertake programs that the Investor-Owned Utilities such as Southern California Edison cannot or do not intend to do. Existing RENs work with the utilities to ensure their programs do not overlap. RENs can target hard to reach areas, low-income customers, and design programs that have the potential to be scaled to larger geographic areas. Initial analysis demonstrates the potential for an Inland Empire REN (IREN) to bring between \$5 to \$10 million in annual funding to Riverside and San Bernardino Counties.

The CVAG Executive Committee first authorized a cost-sharing agreement with WRCOG and SBCOG in 2019. But it was never fully executed. In 2020, CVAG Executive Committee authorized a new cost-sharing agreement to finalize a business plan for the IREN, for which CVAG's costs were not to exceed \$50,000. That cooperative agreement expired on June 30, 2021, and the funding has been expended.

While great progress has been made, the IREN business plan is awaiting approval by the CPUC. Based on feedback from CPUC staff, the business plan was submitted to the CPUC on February 26, 2021. At the April 8, 2021 meeting, staff updated the Energy & Environmental Resources Committee on the status of the IREN, and included a link to the business plan that was submitted to the CPUC. On July 6, 2021, the CPUC released [Rulemaking 13-11-005](#), seeking further comment on the IREN business plan. Comments were filed by other supporting REN's as well as Southern California Edison, Southern California Gas Company, and opposing factions. The IREN team also submitted responses to the comments.

CVAG staff is now recommending that we continue the partnership with WRCOG and SBCOG until the business plan is formerly approved by the CPUC, which may occur near the end of 2021. At the request of SBCOG, a new agreement is being presented instead of an amendment to the previous one to address the current phase of the project. SBCOG and WRCOG are also in the process of approving the new agreement. If the business plan is approved – and CPUC staff has indicated a favorable outcome – the next phase of the IREN involves development of an

implementation plan and detailed budget, which will be submitted to the CPUC for final approval and assignment of funds. The recommended cost sharing agreement would include funds to prepare for the implementation of the IREN in early 2021. Multiple requests for proposals will need to be drafted and released for consultants to assist with implementation tasks.

Throughout this business plan development, staff from all three councils of governments have coordinated with CPUC staff who have provided great support and have advocated on behalf of this REN initiative. In addition to discussions with the CPUC, staff has worked with member jurisdictions to acquire letters of support and to finalize details regarding the IREN business plan. The IREN team will also continue close collaboration with the IOUs, other existing RENs, and with other operational Community Choice Aggregations within its service territory, such as Desert Community Energy and Rancho Mirage Energy Authority, to ensure there is no duplication of efforts.

Staff's recommendation is to authorize the Executive Director to execute a cooperative cost sharing agreement with WRCOG and SBCOG for the final steps of the approval process of the Business Plan with the CPUC to form a REN, with CVAG's share of costs not to exceed \$15,000. Staff would note that, at their request, the agreement refers to SBCOG under its previous acronym of SANBAG.

Contract Finalization: Authorize the Executive Director and/or CVAG legal counsel to make minor changes/revisions for clarification purposes.

Fiscal Analysis: The CVAG Executive Committee approved \$50,000 on June 8, 2020, for the creation and submission of the IREN business plan. These funds, which came from the Property Assessed Clean Energy (PACE) program, have been spent. The cost sharing agreement has also expired.

The recommended cost-sharing agreement authorizes another \$15,000 from CVAG to complete the approval process for the IREN business plan with the CPUC. SBCOG and WRCOG will pay the same amount. If the business plan is approved by the CPUC, the IREN team would need to go out to bid for the implementation plan phase. A cost estimate for that work will be provided in the future, but any costs incurred after the business plan is approved by the CPUC will be covered by the proposed IREN budget. Initial analysis demonstrates the potential for an Inland Empire REN (IREN) to bring between \$5 to \$10 million in annual funding to Riverside and San Bernardino Counties.

CVAG has PACE funding available to fund this agreement.

Attachments:

1. IREN Business Plan: https://www.cvag.org/library/pdf_files/enviro/REN_Biz_Plan.pdf
2. Cooperative Agreement between WRCOG, CVAG, and SBCOG (formerly SANBAG)

COOPERATIVE AGREEMENT NO. XX-XXXXXXX
BY AND BETWEEN
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
FOR
REGIONAL ENERGY NETWORK (REN) DEVELOPMENT WITH FRONTIER
ENERGY, INC.

THIS COOPERATIVE AGREEMENT (“Contract”) is made and entered into by and between the Coachella Valley Association of Governments (“CVAG”), whose address is 73-710 Fred Waring Dr #200, Palm Desert, CA 92660; San Bernardino Associated Governments (“SANBAG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and the Western Riverside Council of Governments (“WRCOG”), whose address is 3390 University Ave Suite #200, Riverside, California 92501. The CVAG, SANBAG and WRCOG are each a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, on April 4, 2019, WRCOG contracted with Frontier Energy, Inc. (“VENDOR”) to conduct a business plan development for the implementation of a Regional Energy Network (REN) in Riverside and San Bernardino counties; and

WHEREAS, VENDOR’s work is described in Attachment A and is defined as the “PROJECT”; and

WHEREAS, the Parties wish to enter into this Contract to delineate roles, responsibilities, and funding commitments relative to the PROJECT; and

WHEREAS, CVAG and SANBAG have requested WRCOG to coordinate the PROJECT.

NOW, THEREFORE, the Parties agree as follows:

I. WRCOG RESPONSIBILITIES:

- A. To designate a Project Manager to represent WRCOG through whom all communications between the Parties shall be channeled.
- B. To provide CVAG and SANBAG with a proposed project schedule to complete the PROJECT.

- C. To include CVAG and SANBAG in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CVAG and SANBAG with copies of PDT meeting minutes and action items.
- D. To make all PROJECT work performed available for review and comment by CVAG and SANBAG.
- E. To invoice CVAG and SANBAG on a quarterly basis for funds sufficient to cover the costs for the specific payment period.

II. CVAG AND SANBAG RESPONSIBILITIES:

- A. To designate a responsible staff member that will be each Party's respective representative for purposes of attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To be responsible for payment of a total amount not to exceed \$15,000 (fifteen thousand) each for CVAG's and SANBAG's respective portion of the PROJECT, and to pay WRCOG's invoices within sixty (60) days of receipt.

III. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment A, which is attached to this Contract and by this reference is incorporated herein.
- B. CVAG and SANBAG agree WRCOG is coordinating completion of PROJECT. Estimated costs to complete the PROJECT are included as Attachment B to this Contract.
- C. Neither CVAG, SANBAG, nor any officer, director, employee, or agent thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, WRCOG shall fully defend, indemnify and save harmless CVAG, SANBAG, and their officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. WRCOG shall include this requirement in its contract with VENDOR.
- D. The term of the Contract shall continue in full force and effect through completion and closeout of the PROJECT or on June 30, 2022, whichever is earlier in time. Should any claims arising out of the PROJECT be asserted against one or more of the PARTIES, the PARTIES agree to extend the fixed termination date of this Contract until such time as the claims are settled, dismissed, or paid.

- E. WRCOG shall require VENDOR to name CVAG and SANBAG as additional insureds under any applicable insurance policies that WRCOG requires VENDOR to obtain and maintain for work under its contract with WRCOG.
- F. The signatories hereto warrant that they are duly authorized to execute this Contract on behalf of said Parties and that, by so executing this Contract, the Parties hereto are formally bound to this Contract.
- G. Except on subjects preempted by Federal law, this Contract shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, and federal laws and ordinances with respect to the performance under this Contract.
- H. The Parties agree that they shall maintain and make available for inspection all books, records, papers, accounting records, or other documents pertaining to the performance of the PROJECT, including but not limited to, the costs associated with the PROJECT. The Parties shall make all such items available at their respective offices at reasonable times during the Contract term and for three years from the date of PROJECT completion. The Parties agree that all duly authorized representatives shall have access to the documents during normal business hours.
- I. If any clause or provision of this Contract is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this Contract shall not be affected but shall remain in full force and effect.
- J. This Contract can be amended with a written amendment when authorized and duly executed by all Parties.
- K. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees. This provision does not affect the obligations set forth in Sections III. C. and D.
- L. This Contract may be signed in counterparts, each of which shall constitute an original.
- M. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Contract shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by email or by facsimile addressed to the relevant party at the address/fax number stated below.
- N. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested). Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

To WRCOG	To SANBAG
3390 University Avenue, #200	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92501	San Bernardino, CA 92410-1715
Attn: Kurt Wilson	Attn: Duane Baker
Cc: Casey Dailey	Cc: Procurement Manager
Phone: (951) 405-6700	Phone: (909) 884-8276

To WRCOG	To CVAG
3390 University Avenue, #200	73-710 Fred Waring Dr #200
Riverside, CA 92501	Palm Desert, CA 92260
Attn: Kurt Wilson	Attn: Tom Kirk
Cc: Casey Dailey	Cc: Jodi Ross-Borrego
Phone: (951) 405-6700	Phone: (760) 346-1127

- O. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.
- P. Attachment A and Attachment B are attached to this Contract and by this reference are incorporated herein.
- Q. The Effective Date of this Contract with WRCOG shall be July 1, 2021.

----- **SIGNATURES ON THE FOLLOWING PAGE** -----

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year written below.

WRCOG

SANBAG

By: _____
Kurt Wilson
WRCOG Executive Director

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Steven DeBaun
General Counsel

By: _____
Julianna K. Tillquist
General Counsel

CVAG

CONCURRENCE:

By: _____
Tom Kirk
CVAG Executive Director

By: _____
Jeffery Hill
Procurement Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Jenkins
General Counsel

CONCURRENCE:

By: _____
TBD

ATTACHMENT A PROJECT DESCRIPTION

SCOPE OF WORK

Project Understanding and Approach

For more than ten years, the Frontier Energy and Bluepoint Planning Team (hereafter referred to as the Team) has worked with all of the local governments who now form the SoCalREN, BayREN, and 3C-REN. Our Team has been on the journey with them as they started Energy Efficiency programs under the American Recovery and Reinvestment Act (ARRA) and Energy Upgrade California, through the work to secure a long-term role for local governments within the CPUC ratepayer-funded energy efficiency programs. This experience has provided insights, understanding, and a unique ability to navigate the complexities of developing and assisting with the implementation of a REN Business Plan. Specifically, this experience informs the effort we would undertake with the Client Team, which includes the following key elements:

1. Continuing to assess existing IOU programs in the regions, identifying market needs, determining potential gaps, and potential audiences that fall within the REN criteria. This includes incorporating a strategy that the CPUC, IOUs, and stakeholders will support.
2. Discussing and continuing to help formulate a general governance and organizational approach for the future REN.
3. Continuing to fine-tune the development of a portfolio-level vision, along with defined sector goals and strategies, including providing guidance and assistance with the sectors the REN has identified in their business plan, and how the REN may begin to implement these strategies⁴. Refining and quantifying the sector-level approaches and narrative to operationalize the strategies.
5. Establishing and assisting in implementation of appropriate Marketing, Outreach, and Education (ME&O) strategies, Workforce Education and Training (WE&T) support, and evaluation, measurement and verification elements (EM&V).
6. Continue to review and provide guidance regarding Portfolio level budgets with required cost effectiveness calculations, and appropriate levels of administration, marketing and evaluation budgets.
7. Identifying and refining appropriate metrics in line with approved business plan metrics and the REN focus.

Developing and implementing a Business Plan involves wrangling big-picture ideas into actionable documentation. The Team proposes ongoing collaborative discussions with the Client Team to further fine-tune an effective and detailed Business Plan outline as well as discuss implementation strategies.

Task 1: California Public Utilities Commission (CPUC) Energy Division support

As a new Program Administrator, developing key relationships and allies within CPUC and with other stakeholders is an essential part of the Team's strategy for REN development and implementation. It is critical that the Client Team develop these relationships and have an active presence with the CPUC. To support the long-term success of the REN, the Team plans to use its connections and experience to support the Client Team's staff in representing the REN at key meetings.

Gaining authorization as a REN does not begin with submission of necessary documents. The Team proposes to orchestrate introductions and stakeholder buy-in between the REN and key CPUC Energy Division staff including those overseeing RENs, reporting, and other relevant departments. Likewise, to mitigate intervenor protests or other forms of opposition, we propose to facilitate ongoing discussions between known groups who may challenge the creation of this REN.

Frontier Energy has notable experience in regulatory support for proceedings at the CPUC and Energy Commission. On behalf of the BayREN, 3C-REN, and previously the SoCalREN, Frontier Energy has supported reporting, filing, and many other necessary data exchanges to meet CPUC requirements. Thanks to our successful experience operating within the CPUC framework, the Team will provide time- and cost-effective guidance on planning and execution of filings to minimize supplemental filings and informal requests for more information. Further, BluePoint Planning's location in the Bay Area can serve to facilitate in-person meetings with CPUC when needed. BluePoint currently provides ongoing coordination and strategic support to the three RENs through monthly coordination calls, including alignment of regulatory comments, identification of potential opportunities and relevant new proceedings for the RENs, and joint communications and messaging to the CPUC and key decision makers. As the newest REN contender, the Client Team would be welcomed and encouraged to join these conversations to learn directly from existing RENs.

The Team proposes the following key services and products for regulatory proceeding support:

- Continue to support Client Team's discussion and negotiate Business Plan comments and revisions with CPUC staff.
- Track, research, and analyze regulatory and legislative proceedings.
- Provide guidance on regulatory proceedings including drafting comments, responses, and addressing protests.
- Develop and implement reporting protocols and schedules; coordinate and oversee reporting activities with program implementers.
- Support client counsel with inputs to regulatory filing protocol.

Key Deliverables:

- Reporting protocol and schedule development
- Guidance to prepare for CPUC meetings

Task 2: California Energy Efficiency Coordinating Committee (CAEECC) Stakeholder support

Similar to the Team's proposed approach with the CPUC, the Team proposes to support the Client Team with ongoing support and context for navigating the CAEECC stakeholder process. The Team will maintain a calendar of key dates and deadlines, a roster of key stakeholders, and will manage the review cycle. However, the Client Team should remain the face of the REN with the CAEECC. The Team will instead serve an advisory/consultative role to help prepare and guide the Client Team staff.

The Team will also support with framing responses to comments received during the CAEECC process. As with any stakeholder process, public comments can vary in detail and technical scope. We will support the Client Team in determining the best process to address all comments received, whether in the Business Plan or elsewhere. The Team has the experience to identify which feedback items are critical for implementation, and which feedback items are helpful as general guidance that can be considered for future activities. The Team's goal when responding to feedback is to stay focused on meeting the near-term milestones for approval, without losing track of big-picture goals and opportunities.

The Team has been part of the CAEECC stakeholder process since CAEECC's inception. We have helped 3C-REN position itself for launch as a REN and guided it through its stakeholder engagement process into approval, and supported both SoCalREN and BayREN as they navigated later steps in the CAEECC cycle. Our experience has shown that while RENs do not have the same resources as IOUs when working with the CAEECC, RENs can still focus their efforts wisely to successfully provide updates, gather feedback, and iterate their plans in alignment with CPUC direction. With our experience, the REN will enter CAEECC meetings prepared and confident, without requiring extensive over-preparation or IOU-level staff resources.

That said, even with strategic counsel and support, the Client Team should anticipate that the CAEECC process can be lengthy, and that sometimes minor requests from the CAEECC can result in significant delays. Notably, the CAEECC full meetings occur only quarterly, and the Client Team should anticipate providing updates when needed. The Team will advise the Client Team on the best way to coordinate the CAEECC process and manage timeline expectations accordingly.

The Team proposes the following key services and products for CAEECC support:

- Provide strategic guidance on managing key CAEECC processes.
- Provide context on CAEECC stakeholders.
- Support WRCOG, CVAG and SBCOG in preparing for representation at CAEECC meetings, including coordinating planning meetings.
- Maintain a schedule of key dates and deadlines, including managing an internal development schedule, to ensure the REN is prepared for all key deliverables.
- Support the REN in determining responses to comments received during the CAEECC process.

Key Deliverables:

- Schedule of key dates and deadlines for CAEECC process
- Support for CAEECC meeting preparation
- Support in responding to CAEECC feedback

**ATTACHMENT B
PROJECT COST ESTIMATE**

			TOTAL
SANBAG			\$15,000
WRCOG			\$15,000
CVAG			\$15,000
TOTAL			\$45,000

ITEM 6A

**Coachella Valley Association of Governments
Energy & Environmental Resources Committee**

September 9, 2021



Staff Report

Subject: Understanding Climate Change and Its Impacts in the Coachella Valley

Contact: Jodi Ross-Borrego, Director of Environmental Resources (jrossborrego@cvag.org)

Recommendation: Information

Background: In the Coachella Valley, warmer temperatures, more unpredictable rainfall, and more frequent and severe droughts are all evidence of climate change. On August 9, 2021, the Intergovernmental Panel on Climate Change (IPCC) released working group report, *Climate Change 2021: the Physical Science Basis*, to provide some significant updates on the science behind climate change, the role of human influence, and predictions for the future. The report confirms that human actions can still make a difference and influence the future course of Earth's climate.

The IPCC report demonstrates that Earth's temperature has warmed approximately 1.1°C (2°F) since 1850-1900 and that emissions of greenhouse gases from human activities are responsible for this warming. Global temperature is expected to reach or exceed 1.5°C (2.7°F) of warming in the 2030s, earlier than some past predictions. The IPCC encourages immediate, rapid and large-scale reductions in greenhouse gas emissions. They warn that, without these reductions, limiting warming to close to 1.5°C or even 2°C will be beyond reach. The working group's co-chair, Valérie Masson-Delmotte, referred to the report as a "reality check" and described it as an opportunity to understand the trends, what can be done, and how people can help make a difference. The IPCC press release is available at: [IPCCPressReleaseAugust92021](#).

To provide some context for this report in terms of what it means to the Coachella Valley, CVCC staff has invited Dr. Cameron Barrows of the UC Riverside Center for Conservation Biology to describe how climate change works and how it is affecting the Coachella Valley. In addition to his research on the effects of climate change on desert ecosystems, Dr. Barrows teaches the Climate Stewards course through UCR Palm Desert. The course introduces students to how climate is changing both natural and social systems, and empowers them to discover ways to improve ecosystem and community resilience.

Dr. Barrows will present an overview of the impacts of climate change on desert plants and animals, the desert ecosystem, as well as humans and the human ecosystem. He will also discuss positive steps to reduce greenhouse gas emissions and make the region more climate resilient.

Fiscal Analysis: There is no cost to the CVCC for this informational item.

ITEM 6C

**Coachella Valley Association of Governments
Energy and Environmental Resource Committee
September 9, 2021**



Staff Report

Subject: Update on the East Valley Electricity Task Force and related actions

Contact: Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Information

Background: The looming expiration of the 1934 Agreement of Compromise between the Imperial Irrigation District (IID) and the Coachella Valley Water District (CVWD) has led to several discussions at CVAG's Energy and Environmental Resources Committee. In June 2021, at the recommendation of the Energy and Environmental Resources Committee, the CVAG Executive Committee authorized the Executive Director to create an East Valley Electricity Task Force that would focus on reviewing the Coachella Valley Energy Commission, which IID was creating in order to work with jurisdictions in the Coachella Valley. CVAG staff is providing this report in order to update the Energy and Environmental Resources Committee on the task force and related issues.

The CVAG Executive Director this summer has been coordinating with member jurisdictions in order to establish CVAG's task force. Many of the member jurisdictions were also coordinating with IID to join its Energy Commission. Based on the direction, CVAG's task force was established primarily to review Energy Commission bylaws. But it did not formally meet as no significant concerns were raised as it related to the bylaws. CVAG staff has continued to coordinate with members and the Executive Director, in coordination with the Chair of the Energy and Environmental Resources Committee, may convene an ad hoc working group of affected parties who are outside the IID water service boundaries, to independently assess associated issues as needed.

During the summer months, IID did convene its first meeting of the Energy Commission. As IID has described at previous CVAG meetings, the purpose of Energy Commission is to provide immediate representation to Coachella Valley stakeholders on energy matters and develop a long-term strategic plan for continued energy service after 2033. That's a key date, as it is when the 1934 Compromise Agreement expires – thereby ending IID's 99-year lease on Coachella Valley power rights which had been granted in exchange for CVWD receiving 8 percent of the net proceeds of energy sales. The Energy Commission includes 11 members and the bylaws outline how it will work with the Coachella Valley to address local issues concerning energy service, representation and protection of IID's water rights. The Energy Commission held its first meeting on August 5, 2021 at the Coachella library. It is anticipated the group will meet on a monthly basis to formulate both short- and long-term plans for future electrical service.

It should be noted that the bylaws for IID's Energy Commission include a dissolution provision which would dissolve the commission should legislation be enacted that alters the composition of the IID Board, which does not have any voting membership from the Coachella Valley. Since 2003, five bills have been introduced in the California Legislature to address concerns related to representation for the IID's Coachella Valley electric ratepayers. Assemblymember Chad Mayes (I-Rancho Mirage) has introduced three of those bills, including Assembly Bill 1021 that is currently being considered by lawmakers. The bill was aimed to address Riverside County's representation at IID and also included provisions to have the Imperial County and Riverside County Local Agency Formation Commissions engaged in studies about voting rights and options for electrical service.

The legislation has been amended multiple times over the summer. Most significantly, the requirement of a non-voting board member from Riverside County – a provision that IID strongly opposed – has been removed from AB 1021. Given the new amendments, it is anticipated that IID will continue to convene its Energy Commission. AB 1021 was approved by the Assembly on September 2 after concurring with Senate amendments and is now headed to the Governor's desk. If approved, a study by the Local Agency Formation Commission would focus on providing options for service under a publicly owned model prior to, and after, the expiration of the 99-year lease between CVWD and IID. It also would explore options for alternative governance structures that provide proportional representation on the governing board. AB 1021 calls for the study to be completed by July 2022 and the state budget includes \$500,000 for the effort.

CVAG staff will continue to monitor the Energy Commission meetings and the related legislation.

Fiscal Analysis: There is no cost to this information item. CVAG is using existing staff resources for the task force and related efforts.

ITEM 6D

**Coachella Valley Association of Governments
Energy and Environmental Resource Committee
September 9, 2021**



Staff Report

Subject: Study of Regional PM₁₀ Street Sweeping Effectiveness

Contact: Emmanuel Martinez, Senior Programs Manager (emartinez@cvag.org)

Recommendation: Authorize the Executive Director to take necessary actions to execute an agreement for the Regional PM₁₀ Street Sweeping Efficiency and Effectiveness Study with ECORP Consulting, Inc. for a total not-to-exceed amount of \$28,511, including a 10 percent contingency

Background: Since the 1990s, CVAG and member agencies have cooperated on a Regional PM-10 Street Sweeping Program that allows the Coachella Valley to meet the standards set forth in the State Implementation Plan for air quality. Street sweeping is considered a best available control measure (BACM) to reduce PM-10 (particulate matter of less than 10 microns) which comes from dust generating activities such as vehicles traveling over paved or unpaved streets and construction activities.

Currently, CVAG contracts with M&M Sweeping, Inc., to perform regional street sweeping services. However, the current street sweeping route schedule is informed by studies conducted in 1992. Given the growth within the Coachella Valley, CVAG staff has been working to launch an efficiency study that updates data such as average daily traffic counts in relation to the blowsand zone in order to better prioritize impacted streets and operate a more efficient street sweeping program. The efficiency study will investigate the efficiency and effectiveness of the street sweeping schedule, identify problem areas and possible improvements as well as conduct a cost-benefit analysis, to help optimize the resources allocated to the program.

In 2019, the South Coast Air Quality Management District (SCAQMD) approved a five-year grant for \$1.15 million that includes \$220,000 annually for operations. Under the grant terms, funding beyond the first year is contingent on the completion and approval of an efficiency and effectiveness study of CVAG's street sweeping program.

CVAG staff worked with SCAQMD staff to develop a scope of work for the efficiency and effectiveness study and released a request for proposals in May 2021. The request was well distributed but CVAG received only one proposal from ECORP Consulting, Inc. (ECORP). The proposal was reviewed by CVAG staff, CVAG air quality consultant Emily Nelson, and SCAQMD staff. A proposed scope of work and detailed tasks are attached. The amount is less than the \$50,000 that was originally estimated for the study, because ECORP is able to utilize existing PM-10 data and modeling from SCAQMD. CVAG staff is now recommending that the Executive Director be granted authority to take the necessary steps to execute a contract, which is being drafted in partnership with SCAQMD.

Fiscal Analysis: The ECORP scope of work is for \$25,918.80. CVAG staff is recommending a 10 percent contingency, for a not-to-exceed amount of \$28,511.

In 2019, the CVAG Executive Committee authorized the Executive Director to enter into a contract with SCAQMD for \$1.15 million in funding for the regional street sweeping program and a study to improve program efficiency. At the time, \$50,000 was estimated the study, which will cover the ECORP fees and other costs. CVAG staff is now working with SCAQMD to clarify its agreements and use the remaining funds for related program costs, such as consultant costs and staff time.

Completion of the study will allow CVAG to receive years two through five of the SCAQMD grant, which totals \$880,000. CVAG staff is currently working with SCAQMD to finalize the execution of necessary documents and disburse the \$220,000 in funds for the first year of program operations.

The estimated total cost for the Regional Street Sweeping Program in FY 21-22 is \$655,402. The Regional PM-10 Street Sweeping Program is also funded each year by 75% of CVAG member agencies' AB 2766 funds and Riverside County's Colmac Air Quality Enhancement Fund. The program previously used Mobile Source Air Pollution Reduction funding, but a program change in 2017 eliminated street sweeping as an eligible use. The SCAQMD grant helps to replace loss of MSRC funds.

Attachment:

ECORP Proposal for Regional PM10 Street Sweeping Efficiency Study



COVER LETTER

August 26, 2021 (revised)
(P21-343)

Katie Barrows
Coachella Valley Association of Governments
73-710 Fred Waring Dr., Suite 200
Palm Desert, CA 92260
Via Email: kbarrows@cvag.org

RE: *Response to Request for Proposals for Street Sweeping Efficiency Study*

Dear Ms. Barrows:

ECORP Consulting, Inc. (ECORP) is pleased to submit our proposal in response to the Coachella Valley Association of Governments (CVAG) Request for Proposals for Street Sweeping Efficiency Study. We have assembled an outstanding team of environmental professionals to ensure the efficient and successful completion of the project.

Unlike many large engineering companies that only offer environmental services as an adjunct to their main business focus, the team members are specialists in their respective technical disciplines and are experts in the preparation of environmental studies and on the resources (air quality) that may be affected by project implementation. We have established strong professional working relationships with representatives of federal and state regulatory agencies based on technical excellence, a thorough understanding of regulatory processes, and a long history of successful project completion. In addition, our project management team has relevant experience providing contract planning services to local government agencies, ensuring that our team will be sensitive to challenges associated with processing and approving projects.

Thank you for this opportunity to present our proposal. ECORP will provide proof to CVAG that we can and will provide the required insurance for the duration of the project upon award of the contract and/or commencing work on this project. As witnessed by the signature below I am authorized by ECORP to enter into contracts with CVAG. If you have questions or would like to discuss our proposal further, please contact me or Seth Myers (Project Manager) at:

Anne Surdzial, Vice President
ECORP Consulting, Inc.
215 N 5th St, Redlands, CA 92374
Phone: (909) 307-0046; Fax: (909) 307-0056
Email: asurdzial@ecorpconsulting.com

Seth Myers, Project Manager
ECORP Consulting, Inc.
55 Hanover Lane, Suite A, Chico, CA 95973
Phone: (530) 809-2585; Fax: (530) 809-4149
Email: smyers@ecorpconsulting.com

Sincerely,

ECORP Consulting, Inc. (909) 307-0056

Anne Surdzial, Vice President
Attachment(s)

ORGANIZATION PROFILE

Organization Name

ECORP Consulting, Inc.

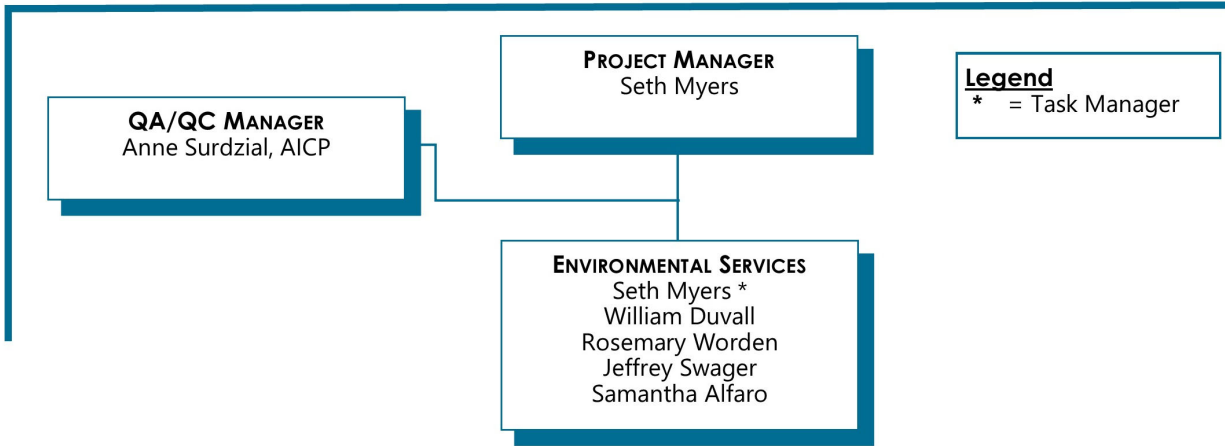
Brief History of Organization

Sugnet & Associates was established in 1987 and in 1998 was purchased by employees and incorporated as ECORP Consulting, Inc. (ECORP). ECORP assists public and private clients with a wide range of environmental services including technical studies for biological and cultural resources, air quality, greenhouse gas, noise, water resources, land use planning, and regulatory compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Clean Water Act, federal and state Endangered Species Acts, National Historic Preservation Act (NHPA), and other laws and regulations. ECORP provides support over the life of a project from initial baseline studies; to environmental planning and review, permit negotiation, liaison with resource agencies, and mitigation design; and through to construction monitoring, and compliance reporting. ECORP will provide the Coachella Valley Association of Governments (CVAG) with an experienced team of more than 100 air quality/greenhouse gas specialists, noise analysts, CEQA and NEPA specialists, environmental permitting specialists, environmental analysts, terrestrial and aquatic biologists, wetland specialists, air quality/greenhouse gas/noise analysts, archaeologists/cultural resources specialists, architectural historians, and geographic information system (GIS) specialists to meet the needs of the City.

Founded in 1987, ECORP is committed to excellent service and client satisfaction. To ensure the success of our clients' projects, we use a combination of well tested practices. We build the best team for the job, drawing from our own professionals and a large network of relationships with other technical and scientific experts. We then implement a carefully honed project management approach based on a client-focused, responsive, and results-driven philosophy.

Organization Chart/Size

ECORP Team organization chart below, which outlines how the ECORP Project Manager and staff will be structured for this assignment. ECORP currently has 134 employees and proposes six key employees for this study.



ECORP Team Organization Chart

Capability and Commitment

The ECORP team is committed to the timely completion of all Task Orders for this contract and has a proven track record of performing similar work with complex issues and tight deadline. Key members of the team for this contract (Seth Myers and William Duvall) are available to provide approximately 50 percent of their time to this program during its duration and proposed key personnel are available for 40 percent of their time. All proposed personnel will be available for up to 100 percent of their time for short periods during the life of the contract.

ECORP has held numerous contracts with federal, state, regional and local agencies that require multi-agency collaboration and coordination with government land managers, resource agencies, utilities, tribes, and the concerned public. Examples of these contracts include as-needed environmental contracts for the California Real Estate Services Department, several Caltrans districts, the California Public Utilities Commission, and State Parks; and numerous projects for water districts, flood control districts, school districts, counties, and cities throughout southern California. We have worked in all counties in the southern California and have excellent working relationships with the regulatory agencies, federal landowners, and local governments.

ECORP team members are specialists in their respective technical disciplines. Project Manager and Air Quality Task Manager, **Seth Myers**, is involved in the preparation of a full range of environmental compliance and planning documents as well as planning activities such as municipal code updates and design review. He specializes in the technical fields of air quality, energy consumption, greenhouse gas emissions, noise, and arboriculture. He is currently the Air Quality Task Manager for ECORP’s on-call environmental services contract with Coachella Valley Water District. As a senior environmental planner for ECORP and the Project Manager for this effort, Mr. Myers will provide direct hands-on oversight of the Project. He will provide primary quality control for all products resulting from the effort and will serve as the liaison and direct contact for the ECORP team’s work.

William Duvall, is an atmospheric scientist with more than 13 years of experience in the environmental field, based southern California. A recognized meteorological and air quality expert, Mr. Duvall is a highly responsive scientist who brings a strategic, yet pragmatic, approach to projects.

He frequently utilizes legacy commercial and open source technologies to implement and maintain environmental data monitoring systems. His attention to detail and clear and concise presentation of information is complemented by his confident, yet approachable, presentation skills.

The Air Quality services group of ECORP contains more than thirty years of combined experience, providing public agency staff services, environmental analysis and studies, and technical studies for private-sector clients. ECORP is a multidisciplinary organization and our Air Quality services group works collaboratively with biologists, archaeologists, CEQA personnel, and agency staff to complete environmental studies and planning documents. We are committed to working with CVAG staff to provide needed materials and data required to complete a thorough and comprehensive study and are confident that we will deliver the highest level of service and value through our responsiveness, diligent project management, and technical excellence. We promise the CVAG the following:

- ◆ Dedication and high-priority service
- ◆ Open communication and personalized attention
- ◆ Awareness of the need to balance schedules and cost
- ◆ Technically and legally sound documentation
- ◆ No substitution of key staff with junior or underqualified staff
- ◆ A positive and collaborative working relationship among team members
- ◆ A commitment to excellence

Existing Agreements

ECORP has several existing agreements with other agencies to provide similar services. Currently, ECORP is contracted with the Los Angeles County Department of Public Works to quantify sediment haul truck fleet emissions from a sediment removal project behind Devil's Gate Dam in Pasadena and in doing so identify the least efficient (most polluting) haul trucks in the fleet for dismissal from Project sediment hauling activities. Led by Seth Myers, the ECORP Air Quality services group accomplishes this task this based on emission rate data collected from a sampling of individually tested trucks from the sediment hauling fleet, as further categorized by model year and engine type. In addition to completing air quality-related studies for the Los Angeles County Department of Public Works' sediment hauling activities, ECORP also conducts noise monitoring of these same activities to determine the noise generated during sediment loading activities in comparison with the existing ambient noise environment.

William Duvall has been the contracted operations and maintenance manager of the Port of Los Angeles and Port of Long Beach regulatory grade monitoring networks, where for over ten years he has been in charge of leading the effort to digitize the stations enabling remote quality assurance of instruments reducing downtime and travel costs. Under these contracts, he has created various data visualization and analysis methodologies utilizing data collected from the instruments in this monitoring program along with various government data sources including USEPA's AirNow and CARB's AQMIS2.

Mr. Duvall has also contracted as an air quality engineer responsible for meteorological data processing for each the Port of Los Angeles and Port of Long Beach (ECORP is currently in the process of renewing these contracts through Leidos Engineering). Mr. Duvall utilized Python and

batch files in combination with AERMET executable to streamline and automate data processing and quality assurance, which were approved by the South Coast Air Quality Management District (SCAQMD).

References

Devil's Gate Sediment Haul Project Litigation Support, Los Angeles County – County of Los Angeles Department of Public Works

Reference: Fahim Rahimi, Los Angeles County Public Works, 900 South Fremont Avenue, Alhambra, CA 91803, Phone: (626) 458-4964

ECORP, as a full-service environmental, permitting, and resource firm under contract with the County of Los Angeles Department of Public Works, is providing air quality analysis, noise monitoring, and biological monitoring at the Devil's Gate Reservoir during ongoing sediment removal and hauling activities. Seth Myers is the task manager for the air quality analysis and noise monitoring tasks.

Peabody and Cliffside Apartments, Solano County – Real Estate Consultant Group

Reference: Russ Shaw, Real Estate Consultant Group, P.O. Box 1569, Oakhurst, CA 93644, Phone: (559) 683-3764

ECORP prepared a peer review of a health risk assessment that was completed by the lead agency to assess the potential risks associated with locating an apartment complex in close proximity to a major gasoline dispensing facility, a major highway (Interstate 80), and several arterial surface streets. In the first step of this process, ECORP prepared an independent health risk assessment in order to compare against the one completed by the lead agency. ECORP additionally prepared assessments surrounding several different Project scenarios involving differing Project designs for use by the client. ECORP staff provided client presentations to educate client staff on the overall health risk assessment process, varying methods available for properly calculating air toxic dispersion and health risk calculation options.

Ports of Los Angeles and Long Beach Air Quality Monitoring and Meteorological Data Processing, Los Angeles County – Leidos

Reference: Joel C. Torcolini, Leidos, 4161 Campus Point Court, San Diego, CA 92121, Phone: (858) 826-2732

ECORP staff member, William Duvall (while employed elsewhere), digitized the Port of Los Angeles three-station regulatory grade monitoring networks and the Port of Long Beach two-station regulatory grade monitoring networks in order to enable remote quality assurance of instruments thereby reducing downtime and travel costs. He created various data visualization and analysis methodologies utilizing data collected from the instruments in this monitoring program along with various government data sources. Will has also been responsible for meteorological data (AERMET) processing on five years of data for each of the six Port of Los Angeles and Port of Long Beach monitoring sites. In addition to these two ports, he installed and connected multiple 'low cost' purple air sensors to explore the potential for expanding monitored area around the Port of Hueneme. Mr.

Duvall studied the relationship between data gathered via low-cost sensors in comparison to regulatory grade sensors using various post processing techniques in python including timeseries Neural Networks and XGBoost utilizing Pytorch, Sklearn and other open source python libraries.

Proposed Project Personnel

As the ECORP Team's Project Manager, Seth Myers will provide the leadership and close coordination with CVAG and all other parties needed to successfully complete the project. He will be the primary point of contact for CVAG and will ensure proactive communication and competence of all analyses and Project deliverables through a rigorous quality assurance/quality control process.

Seth Myers – Project Manager. With 15 years of experience as an environmental planner and air quality analyst, Mr. Myers is involved in the preparation of a full range of environmental review studies. He oversees the activities and work of ECORP's Air Quality services group and provides senior-level project management services. He has extensive expertise conducting air quality analyses and is proficient in the use of CalEEMod, EMFAC, AERMOD, AP-42 and other industry standard emissions calculation tools. In addition, Mr. Myers prepares implementation documents and programs such as zoning ordinance updates, design review programs, and planning program guidelines, while also specializing in the analysis of emissions-reduction projects. Such projects pose unique challenges to conducting technical emissions-related calculations since they vary so widely as to outpace traditional model default options. Seth's years of experience and exposure to such studies has provided him the know-how to adequately replicate all the proposed actions involved with a specific emission-reduction program in order to disclose the most representative predictions and estimates. Mr. Myers is a highly responsive project manager who brings a strategic, yet pragmatic, approach to projects. His attention to detail and clear and concise writing style is complemented by his confident, yet approachable, presentation skills.

Anne Surdzial, AICP – QA/QC Manager. Ms. Surdzial is an environmental analyst with 30 years of experience in the planning field. As Operations Manager for ECORP's full-service Inland Empire office, she is responsible for a staff of environmental analysts, biologists, archaeologists, GIS analysts, and support staff. Much of her experience focuses on the environmental analysis of water, wastewater, transportation, and energy infrastructure projects for a variety of federal; state, regional and local agencies; and private clients. Her expertise includes management of large, on-call environmental programs for public agencies, requiring the completion of multiple, simultaneous task orders and management of multiple internal project teams and subcontractors. She is also experienced in land use planning and historic preservation issues and has worked for public planning departments. Her clients in the Coachella Valley include Coachella Valley Water District, Riverside County, the cities of Desert Hot Springs and Indian Wells, and the Bureau of Land Management.

William Duvall – Atmospheric Scientist. Mr. Duvall is an Atmospheric Scientist with more than 13 years of experience in the environmental field. His specialties include meteorological and air quality monitoring; health risk assessments; air quality data visualization; environmental data engineering; and air quality permitting. He has prepared environmental documents, including EIR/EISs, Air Quality Impact Assessments (AQIAs), and Air Quality Permit applications for various government, industrial and commercial organizations. He frequently utilizes legacy commercial and regulation-based

software and hardware along open source technologies to implement efficient solutions for complex projects. He has taken part in multiple projects in Southern California including San Diego and Los Angeles counties.

Mr. Duvall has extensive experience with various forms of particulate sampling, including the collection of speciate samples on quartz filters, semi-realtime sampling with Beta Attenuation Monitors (BAMs) and next generation real time monitoring with T-640 multi-wavelength sensors. He is particularly interested in the relationship between data collected by multiple instruments, meteorological data and composition data. He is very comfortable gathering data from various online data sources and regulatory agencies. During previous projects, he has submitted various data sets to the SCAQMD including speciated particulate data and processed meteorological data.

Rosemary Worden – Associate Air Quality Planner. Ms. Worden is an Associate Air Quality Planner with experience in conducting related analyses. She has excellent analytical, reasoning, research skills and thrives on challenges and the opportunity to expand her expertise into new areas.

Jeffery Swager – Associate Air Quality Planner. Mr. Swager has 16 years of experience in the field of Environmental Science, Ecology and GIS. His experience includes GIS database design, data management, computer-based cartography, geoprocessing/spatial analysis; Global Navigation Satellite Systems (GNSS) data collection; and app-based field data collection. Mr. Swager has extensive knowledge in the use of ESRI ArcGIS suite of products and GNSS products from Trimble, EOS and Juniper, as well as data integration into popular formats such as AutoCAD, Google Earth, QGIS, Google Maps and Garmin MapSource. Mr. Swager has worked on projects throughout California and Nevada for both private and public clients. Mr. Swager's work has covered a wide array of topics including jurisdictional delineations, special-status species and cultural resources, many in support of large infrastructure projects, specific plans and regional conservation efforts.

PROJECT UNDERSTANDING

Street surface pollution can result in multiple pollution issues primarily in the air and water. Surface runoff can enter the water stream and pick up various pollutants deposited on the streets. In addition, fine particulate matter can be created from vehicle traffic on the dust filled roads. Thus, it is common practice to perform street sweeping to remove the road dust. The Coachella Valley region has been performing street sweeping for over 30 years to alleviate the effects of road dust on human health and the environment.

The Coachella Valley was once a vast sea of sand resulting from a natural sand migration process that carried sand to the valley floor from the surrounding mountains via desert washes including the Whitewater River. Today, the Coachella Valley is a rapidly growing urban area with only remnants of the former sand dune system remaining. Though sand dunes are much more limited, the movement and deposition of desert sands continues across the network of roads on the valley floor. Known as "blowsand" this sand migration has direct and indirect effects on air quality, producing particulate matter with a diameter less than 10 microns (PM₁₀) in two ways: 1) direct particle erosion and fragmentation, known as natural PM₁₀, and; 2) secondary effects -- as sand deposits on road surfaces are ground into PM₁₀ by moving vehicles and resuspended in the air, as man-made PM₁₀.

Blowsand events have a direct and indirect effect on air quality resulting in the suspension of fine particulate matter into the atmosphere. Blowsand is created by wind systems that transport sand masses from a source area to a location downwind. Blowsand events have a large effect on the road dust concentrations in the Coachella Valley. During the windy season, blowsand covers the roadway and dust fills the air. The blowsand process varies considerably over time, depending on the availability of flood-provided sand, fluctuations in the transporting wind regime, and to a lesser extent, changes in vegetative cover. Blowsand events can be particularly intense when major wind events follow downpours. The months of March to May have been identified as Blowsand Peak Season in the Coachella Valley. Once having entered the Coachella Valley, the winds tend to dissipate rapidly in the southeasterly direction. For instance, upon reaching the lower portion of the Whitewater River channel near the City of Indio, wind velocities have reduced and dissipated to a level incapable of transporting significant quantities of sand.

Multiple Studies have been conducted on the frequency and affected area from blowsand events. These studies have identified a “blowsand zone” which signifies the region most affected by the blowsand. In addition, multiple years of traffic analysis have been made available throughout the Coachella Valley on CVAG’s website. Both the “blowsand zone” and the traffic data can be viewed on a map using GIS software. GIS software also allows for the combination of layers and analysis of data from multiple datasets together.

In the Coachella Valley, PM₁₀ is one of the primary air pollutants of concern. PM₁₀ is classified as a “criteria air pollutant” by the U.S. Environmental Protection Agency (USEPA), which means the pollutant has been identified as one that is known to harm health and is federally regulated through the Clean Air Act. The principal health effects of airborne PM₁₀ are on the respiratory system. Short-term exposure of high PM₁₀ levels are associated with premature mortality and increased hospital admissions and emergency room visits. Long-term exposure is associated with premature mortality and chronic respiratory disease. Some people are much more sensitive than others to breathing PM₁₀. People with influenza, chronic respiratory and cardiovascular diseases, and the elderly may suffer worse illnesses; people with bronchitis can expect aggravated symptoms; and children may experience decline in lung function due to breathing in PM₁₀. PM₁₀ originates from natural and man-made sources which can generally be identified using the composition of the PM.

The primary mechanism for federal regulation of “criteria pollutants” are the National Ambient Air Quality Standards (NAAQS). Coachella Valley is listed as a Serious – Nonattainment area for PM₁₀ by the USEPA. In addition to the federally mandated NAAQS, there are California Ambient Air Quality Standards (CAAQS) established in the California Code of Regulations (CCR). The Coachella Valley is also classified as Nonattainment for PM₁₀ under the CAAQS.

The Coachella Valley portion of the Salton Sea Air Basin is located within in the SCAQMD service territory. The SCAQMD is responsible for implementation and enforcement of local, state and federally mandated air quality regulations. The agency’s primary responsibility is ensuring that national and state air quality standards are attained and maintained in the air basin. The SCAQMD is also responsible for adopting and enforcing rules and regulations concerning air pollutant sources, issuing permits for stationary sources of air pollutants, inspecting stationary sources of air pollutants, responding to citizen complaints, monitoring ambient air quality and meteorological conditions,

awarding grants to reduce motor vehicle emissions, and conducting public education campaigns, as well as many other activities. The SCAQMD also conducts multiple monitoring and other scientific studies in the region to further understand the sources, affects, and dynamics of atmospheric pollutants. In addition to the atmospheric data collected by SCAQMD, CVAG has conducted multiple transportation studies in the Coachella Valley region, including Traffic Census Reports, the latest Active Transportation Plan, and the Non-Motorized Transportation Plan.

ECORP understands that the Coachella Valley region has been performing street sweeping for over 30 years to alleviate the effects of road dust on human health and the environment. The street sweeping program is coordinated through CVAG's Street Sweeping Task Force, composed of representatives of Coachella Valley cities and Riverside County. The street sweeping program is an essential part of the regional efforts to comply with the Coachella Valley State Implementation Plan (CVSIP), which seeks to reduce PM₁₀ in the Valley. This street sweeping program has minimized the amount of time that blowsand remains on paved roadway surfaces and thus reduces the localized concentrations of PM₁₀ affecting the region, making street sweeping one of the primary air quality control measures to reduce PM₁₀. However, no annual quantification of the volume of sand collected from Coachella Valley roadways has been conducted and the total PM₁₀ emissions reductions accomplished by street sweeping have not been calculated. The purpose of the Street Sweeping Effectiveness Study is to evaluate the existing street sweeping program using existing blowsand and traffic data, gather information on other street sweeping programs, and suggest modifications or changes to improve the effectiveness of the program in reducing the amount of blowsand in drive lanes.

SCOPE OF WORK

ECORP will conduct a study investigating the current effectiveness, problem areas, and possible improvements to the CVAG street sweeping program. ECORP will utilize the previous "Strategic Street Sweeping Study CVAG" conducted in 1993 as a basis for the study methodologies including the "blowsand zone" identification. The primary focus of the study will be to identify any areas for improvement to the current street sweeping program and to assess and/or update the findings in the 1993 study. The study will include a combined analysis of available traffic, air quality, and meteorological data from sources as identified by the CVAG and approved by SCAQMD. In preparation for this study ECORP will compose data request(s) to the SCAQMD for relevant data not publicly available. Prior to the implementation of the study, the study design completed by ECORP will be submitted to the CVAG Street Sweeping Task Force (and SCAQMD if necessary) for review. "Cities and Counties" included in this study will be Indian Wells, Rancho Mirage, Palm Desert, Desert Hot Springs, Indio, Cathedral City, Coachella, Palm Springs, La Quinta and the portion of the County of Riverside within the Coachella Valley.

The scope of work for this study is outlined in the following task list and explained in detail below:

- Task 1: Gather Necessary Data
 - o SCAQMD Data Request
 - o Gather Relevant Academic Reports

- Task 2: Highest ADT Existing Roads and Intersection Inventory
 - o Gather ADT Report Data Shapefiles from CVAG
 - o Combine Geo-Referenced Traffic with Blowsand Area
- Task 3: Existing Service Evaluation
 - o Obtain and Analyze Costing and Operational Data from Existing Contracts
 - o Gather Quotes from Any Competitors if Available
- Task 4: Street Sweeping Survey of Comparable Areas
 - o ECORP to Draft Template for Agency Data Request
 - o CVAG Approve Data Request and ECORP to Send to Listed Agencies
- Task 5: Effectiveness Evaluation and Cost Benefit Analysis
 - o Combine Data from Tasks 2 and 3 and Analyze in Context of Tasks 1 and 4
- Task 6: Review and Analyze Results
 - o Incorporate Findings from Above Tasks in Report Format
 - o Submit Draft Report for CVAG to Review
- Task 7: Final Report Preparation
 - o Address any Comments from CVAG
 - o Submit Final Report

Multi-year traffic data consisting of Average Daily Trips (ADTs) made available online by CVAG combined with the “blowsand zone” identified in previous studies will be utilized to identify areas of concern for excessive PM₁₀ entrainment after blowsand events. This data will be presented graphically and in table format. Areas of concern from the previous study will be compared to areas of concern identified in the proposed study to recognize any new areas. All traffic data will be provided by the CVAG and no additional traffic analysis will be conducted by ECORP for this report. Previous studies used to identify the blowsand zone will include, but not be limited to, the *Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley* (Baker 2020) and *Initial Blowsand Study for the Coachella Valley* (SCQAMD 1992) study coupled with any data provided by CVAG and SCAQMD.

Using the analysis on ADTs in relation to the “blowsand zone”, the previous methodology for prioritizing areas of concern will be revised if necessary. The population of the Coachella Valley has increased since the previous PM₁₀ Street Sweeping Study and the ADT thresholds could potentially need to be revised. However, the blowsand events and meteorology will be assumed to be constant. Using the new prioritization parameters, the street sweeping areas will be re-prioritized and the results will be presented and discussed in the study. Discussion on post-event clean up and further potential street sweeping enhancements will be included in this section of the study.

Publicly available meteorological and particulate data will be obtained from the Palm Springs and Indio SCAQMD monitoring stations. SCAQMD modeled PM₁₀ data will be gathered from Final PM₁₀ redesignation documentation and any other modeled PM₁₀ data will be included in the data request. This data will be aggregated and presented in the context of blowsand events and any significant changes in the street sweeping program. Any long-term trends will be identified, discussed, and presented graphically in the study. Timeseries graphs presenting data aggregated over specified time periods will be the primary method to graphically analyze the PM₁₀ data.

A review of current street sweeping technology will be conducted using regulatory and academic sources. Using the information found during the review, the status of the CVAG street sweeping program will be conducted. Sources of this review will include, but not be limited to, the Journal of the Air and Waste Management Association; any available information from the USEPA and CARB; and current local, State, and federal regulations. The findings of this review will be forwarded to the SCAQMD and their opinion of the findings and any additional information they can supply will be requested.

A template will be drafted and tailored and sent to no less than seven representative regional agencies to request information and any lessons learned on their street sweeping programs. The regions will include but not be limited to San Joaquin Valley, Great Basin NV, Clark County NV, Spokane, WA, Washoe County, NV, Maricopa County AZ, and the Colorado Health Department.

Through the research review and any correspondence with similar regional agencies, the current practices of CVAG's enhanced street sweeping program will be analyzed. Much of the data on the current enhanced street sweeping program in the Coachella Valley has been included with the Request for Proposal (RFP) for this study and any additional necessary data will be requested by ECORP from CVAG. A determination of the effectiveness of the current program will be made using this analysis and presented to the SCAQMD in the form of a draft report. Any comments from the SCAQMD will be addressed and any necessary revisions will be made for a final report.

Costing information will be presented from data provided by CVAG and the street sweeping vendors. ECORP will request quotes for post blowsand event cleanups from the current street sweeping vendor and any available competitors. This information will be combined with the potential benefits of these services as a cost-benefit analysis. In addition, monitoring and measuring techniques from the research review and agency correspondence will be compiled and a recommendation will be included in the report to track effectiveness of the CVAG street sweeping program.

Utilizing emission factors developed via AP-42, EMFAC and other regulatory sources and models, a review of the effectiveness of street sweeping schedules will be conducted. Any available data from the SCAQMD emissions inventory(s) will also be utilized. As with other sections of this study, the analysis will be sent to the SCAQMD for any comments/suggestions prior to submittal of the final report.

As mentioned above, throughout the preparation of the study the CVAG Street Sweeping Task Force and SCAQMD will be consulted. ECORP will incorporate or address any comments or concerns from both organizations. Once the SCAQMD and CVAG Street Sweeping Task Force have reviewed the draft study report, ECORP will prepare and submit a response to comments (RTC). After the RTC is approved by CVAG a final report will be drafted and submitted by ECORP.

ATTACHMENT A

Resumes of Key Personnel

Order of Presentation:

1. Seth Myers – Project Manager
2. Anne Surdzial – Quality Assurance
3. William Duvall – Atmospheric Scientist
4. Rosemary Worden – Associate Air Quality Planner
5. Jeffery Swagger – Associate Air Quality Planner

Seth Myers

Project Manager

With 15 years of experience as an environmental planner and air quality analyst, Mr. Myers is involved in the preparation of a full range of environmental review studies. He oversees the activities and work of ECORP's air quality services group and provides senior-level project management services. He has extensive expertise conducting air quality analyses and is proficient in the use of CalEEMod, EMFAC, AERMOD, AP-42 and other industry standard emissions calculation tools. In addition, Mr. Myers prepares implementation documents and programs such as zoning ordinance updates, design review programs, and planning program guidelines, while also specializing in the analysis of emissions-reduction projects. Such projects pose unique challenges to conducting technical emissions-related calculations since they vary so widely as to outpace traditional model default options. Seth's years of experience and exposure to such studies has provided him the know-how to adequately replicate all the proposed actions involved with a specific emission-reduction program in order to disclose the most representative predictions and estimates.

Education

BA, Environmental Studies and Planning (Minor in Biology) | Sonoma State University

Registrations, Certifications, and Affiliations

- Certified Arborist, International Society of Arboriculture (WE 7501A)
- San Joaquin Valley Air Pollution Control District Regulation VIII Dust Control Certification

Representative Professional Experience

Clubhouse (Salton Sea Plot Studies) Project, Imperial County – Imperial Irrigation District (2021). The Imperial Irrigation District is proposing the development of groundwater wells and associated features to establish and sustain vegetation cover and waterless dust control measures on 128.71 acres of the exposed Salton Sea playa to reduce air quality risks from emissive particles. Analyzed the Project-related effects associated with air quality, greenhouse gas emissions, and noise.

San Felipe (Salton Sea Plot Studies) Project, Imperial County – Imperial Irrigation District (2021). The Imperial Irrigation District is proposing the development of groundwater wells and associated features to establish and sustain vegetation cover and waterless dust control measures on 375 acres of the exposed Salton Sea playa to reduce air quality risks from emissive particles. Analyzed the Project-related effects associated with air quality, greenhouse gas emissions, and noise.

Devil's Gate Sediment Haul Project Litigation Support, Los Angeles County – County of Los Angeles Department of Public Works (2018-Ongoing). As an emissions analyst, provides Public Works staff with emissions quantification of actual haul truck fleet based on field tested vehicle emission rates and real distances to dump sites. Identifies the least efficient (most polluting) haul trucks for possible dismissal from

Project sediment hauling activities. Duties have included data reports and live presentations. As a noise analyst, Mr. Myers has additionally provided sediment hauling noise monitoring to evaluate the increase of noise experienced at neighboring residences.

Ontario Avenue Widening Project, Riverside County – City of Corona (2020). Prepared an air quality, greenhouse gas emissions, and noise impact assessment for the Ontario Avenue Widening Project (Project), which includes a congestion relief effort involving the widening of an approximately 2,000 feet portion of Ontario Avenue in the City of Corona. The severity of impacts was determined based upon the comparison of AM and PM peak hour vehicle idling times during existing conditions and post-Project implementation conditions.

Coachella Valley Water District Sanitation Master Plan Update, Riverside & Imperial Counties – Coachella Valley Water District (2020). Prepared assessments of air quality, greenhouse gas emissions, energy consumption, and noise for a comprehensive Capital Improvement Program consisting of recommendations to refurbish existing assets, optimize operations, and satisfy projected capacity needs of all Coachella Valley Water District sanitation facilities (collection system including gravity pipelines, force mains, lift stations, and five water reclamation plants) in a phased program to be implemented in five-year implementation phases between 2021 to 2040.

SPARC Program, San Bernardino County – County of San Bernardino Planning Department (2015). Emissions analyst for the Project that would include the creation of the Renewable Energy and Conservation General Plan Element with the intent to facilitate the efficient use of energy and to manage and guide the development of renewable energy in the unincorporated county. Specifically, the purpose of the element is to clarify the County's collective community, environmental, and economic values for renewable energy and efficiency; articulate what the County will strive to achieve and avoid through energy conservation, energy efficiency, and renewable energy development; establish goals to manage renewable energy resources and development; and identify a set of standards to guide the regulatory system for renewable energy.

Imperial County General Plan Conservation and Open Space Element Update, Imperial County – County of Imperial Planning Department (2014-2015). Prepared the air quality and climate change subsection for the updated General Plan Element. The discussion focused on issues particular to Imperial County, such as the shrinking Salton Sea and the associated effects to air quality and public health, the International Border Crossing's effects to air quality and public health, and pollutant migration into the county from San Diego, Arizona, and Mexico.

Renewable Energy Streamlining Program EIR, San Luis Obispo County – County of San Luis Obispo (2014). Emissions analyst for the EIR to evaluate the effects of a County process for streamlining the development of renewable energy projects in suitable locations and minimal environmental impacts. The process includes the creation of a Renewable Energy Combining Designation that identifies locations where certain renewable energy facilities will qualify for permit streamlining if they meet specified standards and conditions for project size, site characteristics, and environmental protections.

Anne Surdzial, AICP

QA/QC Manager

Ms. Surdzial is an environmental analyst with 30 years of experience in the planning field. She has prepared and managed the preparation of ISS/EAs and EIRs/EISs for a variety of projects subject to review under CEQA and NEPA. As Director of CEQA/NEPA Services for ECORP, she is responsible for ensuring consistency and quality of all CEQA and NEPA products companywide. As Operations Manager for ECORP's full-service Inland Empire office, she is responsible for a staff of environmental analysts, biologists, archaeologists, GIS analysts, and support staff. Much of her experience focuses on the environmental analysis of water, wastewater, transportation, and energy infrastructure projects for a variety of federal; state, regional and local agencies; and private clients. Her expertise includes management of large, on-call environmental programs for public agencies, requiring the completion of multiple, simultaneous task orders and management of multiple internal project teams and subcontractors. She is also experienced in land use planning and historic preservation issues and has worked for public planning departments.

Ms. Surdzial's alternative energy experience includes BLM Plan of Development preparation support, temporary land use application, conditional use permit, and CEQA/NEPA support. She has also provided third-party review of wind and solar EISs and EIS/EIRs. Ms. Surdzial also has expertise in land use and visual analyses. Her visual analyses experience has included the use of U.S. Forest Service and U.S. Bureau of Land Management (BLM) methodologies, as well as customized analyses.

Ms. Surdzial has conducted Environmental Justice analysis for numerous projects with federal funding since the implementation of federal Environmental Justice requirements in 1994. Projects have ranged in size from parcels of less than 1 acre to project areas of approximately 650,000 acres, and have included transportation and property transfer projects for various federal and regional agencies.

Education

B.S., Environmental Science, University of California, Riverside

Registrations, Certifications, Permits and Affiliations

- American Institute of Certified Planners (AICP), July 1994, Certificate No. 11097
- Awards Jury Member, California Association of Environmental Professionals State Awards Program (2012, 2016-2020)
- Association of Environmental Professional CEQA workshops, updated annually
- American Planning Association
- Association of Environmental Professionals
- Association of Women in Water, Energy, and Environment

Professional Experience

Salton Sea Vertical Tube Evaporation Pilot Project IS/MND, Imperial County – Salton Sea Authority.

As Deputy Project Manager and Lead Environmental Analyst, responsible for the preparation of this IS/MND for a pilot project to improve water quality at the Salton Sea. The Salton Sea is an excessively

salty, nutrient-rich lake in a closed basin. The Sea exists primarily due to continued agricultural drainage from the Imperial, Coachella, and Mexicali valleys and smaller contributions from municipal effluent and storm water runoff. The purpose of the pilot project is to demonstrate the feasibility of reducing the salinity of the Sea water by using geothermal steam, rejected from power turbines at the CalEnergy geothermal plant, to drive the desalination process using vertical tube evaporation (VTE). The main objectives of this pilot project are to demonstrate the feasibility of the proposed multi-effect desalination process and to obtain needed test data with the pilot plant.

On-Water Fish Recovery Pilot Project IS/MND, Imperial County – Salton Sea Authority. The fish community in the Sea experiences large, periodic die-offs. The Salton Sea Authority is proposing to conduct an on-water fish recovery pilot project, which consists of removing fish from the surface of the sea during die-off events. Removing the fish would reduce odors and nutrients from the Sea. The pilot project would determine what effect fish recovery would have on the water quality in the Salton Sea. Lead environmental analyst for the preparation of the Initial Study for this pilot project.

Salton Sea Restoration EIS/EIR, Riverside and Imperial Counties. As Technical Lead, responsible for the public services and utilities sections of the congressionally funded effort to reclaim the Salton Sea. The objectives of the effort are to maintain the use of the Sea as an agricultural drainage reservoir, stabilize salinity and elevation levels, and reclaim, in the long term, healthy fish and wildlife resources and habitats. Also assisted in the evaluation of over 30 alternatives to determine which would be included in the EIS/EIR.

Program EIR for the Sanitation Master Plan Update, Riverside and Imperial Counties – Coachella Valley Water District as a subcontractor to CDM Smith (2021). QA/QC for a Program EIR for a Sanitation Master Plan Update for the Coachella Valley Water District. The Master Plan provides a comprehensive capital improvement program (CIP) consisting of recommendations to refurbish existing assets, optimize operations, and satisfy projected capacity needs of all sanitation facilities (collection system including gravity pipelines, force mains, lift stations, and the five water reclamation plants [WRPs]) in a phased program to be implemented in five-year implementation phases between 2020 to 2045.

On-Call Environmental Services Contract, Riverside County – Coachella Valley Water District (2018-ongoing). Program Manager for an as-needed environmental services contract to provide CEQA/NEPA, biology, cultural resources, regulatory permitting, air quality/greenhouse gas, noise, and GIS services for a variety of water, wastewater, and flood control projects in the Coachella Valley Water District's service area.

On-Call Environmental Services for the City of Indian Wells, Riverside County – City of Indian Wells (2017). Project Manager for an on-call contract to provide general environmental services to the City.

CEQA Documentation and Supporting Technical Studies for the Coachillin' Anaerobic Digester, Riverside County – Coachillin Holdings, LLC. (2019). Project Manager for environmental review for an anaerobic digester located on 9.76 acres in the City of Desert Hot Springs. The facility will be capable of processing 50 to 250 tons of greenwaste per day. It will recycle organic waste into approximately 7 megaWatts (MW) of electricity. ECORP prepared a biological resources study in compliance with the Coachella Valley MSHCP, cultural resources study, jurisdictional delineation, and an air quality/greenhouse gas study for the project. The IS/MND was tiered from CalRecycle's Statewide Program EIR for Anaerobic Digesters.

William Duvall

Atmospheric Scientist

Mr. Duvall is an Atmospheric Scientist with more than 13 years of experience in the environmental field primarily based southern California. His specialties include meteorological and air quality monitoring; health risk assessments; air quality data visualization; environmental data engineering, and air quality permitting. He has prepared environmental documents, including Environmental Impact Reports/Studies (EIR/EIS), Air Quality Impact Assessments (AQIAs), and Air Quality Permit applications for various government and commercial organizations. He frequently utilizes legacy commercial and open source technologies to implement and maintain environmental data monitoring systems.

Education

B.S., Environmental Engineering, San Diego State University, California

Professional Affiliations and Certifications

- 2007 Engineer in Training (California)

Professional Experience

CPS Energy Water Level Monitoring Pilot Project, San Antonio, Texas – CPS Energy (2016–2018). Mr. Duvall set up a water level sensor accessible via internet connection utilizing commodity data transmission and collection hardware for a CPS energy pilot project. The purpose of this pilot project was to determine the feasibility of real time water level data for various operational uses. This project was conducted for the CPS emerging technologies department and work was performed concurrently with air quality and weather monitoring projects. Equipment and data collection systems used for weather monitoring were used for water level sensor testing. A Campbell Scientific sonic water level sensor was used for the water level measurement.

Ports of Los Angeles and Long Beach Air Quality Monitoring, Los Angeles County – Ports of Los Angeles and Long Beach (2011–2021). Operations and maintenance manager of the POLA three-station and POLB two-station regulatory grade monitoring networks. Lead the effort to digitize the stations enabling remote QA of instruments reducing downtime and travel costs. He has created various data visualization and analysis methodologies utilizing data collected from the instruments in this monitoring program along with various government data sources including EPA's AirNow and CARB's AQMIS2.

Port of Hueneme Air Quality Monitoring Station, Ventura County – Port of Hueneme (2019–2021). Mr. Duvall purchased, installed, and operated regulatory grade air quality monitors at Art Haycox Elementary in South Oxnard. In addition, he installed and connected multiple 'low cost' purple air sensors to explore the potential for expanding monitored area. Mr. Duvall studied the relationship between data gathered via low-cost sensors in comparison to regulatory grade sensors using various post processing techniques in python including timeseries Neural Networks and XGBoost utilizing pytorch, sklearn and

other open source python libraries. Mr. Duvall also has developed various python based data visualization methods to combine onsite wind data with collected concentration data to gain further insight into local air quality.

Port of Long Beach (POLB) and Port of Los Angeles (POLA) AERMET Processing, Los Angeles County – POLA and POLB (2017–2018). As an air quality engineer responsible for AERMET processing on five years of data for each of the six POLA and POLB monitoring sites. Mr. Duvall utilized python and batch files in combination with AERMET executable to streamline and automate data processing and quality assurance which were approved by the South Coast Air Quality Management District (SCAQMD).

Defense Logistics Agency (DLA) Mobile Source Compliance Support, California – DLA (2014). As an air quality engineer, Mr. Duvall conducted site visits at several DLA facilities to gather data on a compliance audit for all mobile sources regulated by the CARB LSI and DOORS programs. Mr. Duvall compiled data for LSI fleets to verify compliance with CARB's LSI regulation.

Mitsubishi Cement Plant (MCP) Modeling, Los Angeles County – Port of Long Beach (2014). As an air quality engineer tasked with conducting dispersion and health risk modeling for the Port of Long Beach MCP project. Modeling work included utilizing multiple meteorological domains for dispersion modeling, ozone limiting method (OLM) modeling for NO₂ AQIS and producing and applying unitized AERMOD output files to the HARP health risk model. Also produced NO₂ and ozone data sets to be used for the OLM and as background data.

Malibu Canyon Wind Monitoring Study, Los Angeles County – Crown Castle (2014–2016). Mr. Duvall played a key role in Malibu wind monitoring station design and installation. Mr. Duvall was responsible for equipment procurement and installation of the three wind monitoring sites in Malibu Canyon. This study was conducted as part of a settlement agreement for a lawsuit arising from the 2007 Malibu Canyon fire.

Duke Energy Solar Irradiance Survey and Installation, North and South Carolina – Duke Energy (2016–2018). As an atmospheric scientist, Mr. Duvall assisted in the survey report and project definition effort which led to additional contract awarded for installation of a 12 station solar monitoring system. He designed monitoring stations within client constraints utilizing legacy software and added a calibration procedure to save money and eliminate downtime. Mr. Duvall played a key role the installation effort of all 12 solar powered solar monitoring stations in Duke substations throughout North and South Carolina.

CPS Energy Meteorological and Air Quality Monitoring, San Antonio, Texas – CPS Energy (2016–2018). As an atmospheric scientist, Mr. Duvall was responsible for the integration and assisted in the installation of multiple weather monitors in CPS service territory. He configured custom collection periods and data aggregation parameters per client's request using CRBasic and Campbell Scientific's LoggerNet software. Work on meteorological sensors led to low cost air quality sensor pilot project. Procured, installed, and operated gaseous and particulate low cost 'next-gen' sensors from multiple vendors for a period of one year. Mr. Duvall also played a key role in a study using XGBoost for post processing of low-cost sensor data which was submitted to the client as part the of the project.



Rosemary Worden

Associate Air Quality Planner

Ms. Worden offers a keen interest in environmental studies, earth resources and horticulture. She has experience in conducting air quality, greenhouse gas emissions, energy, and noise analysis and has a comprehensive understanding of environmental regulatory framework. This is paired with a working knowledge of CalEEMod, AERMOD, SoundPLAN, the Roadway Construction Model, the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model, and other industry standard modeling tools. She has excellent analytical, reasoning, research skills and thrives on challenges and the opportunity to learn.

Education

B.S., Environmental Science (Energy & Earth Resources), California State University, Chico

Registrations, Certifications, and Affiliations

San Joaquin Valley Air Pollution Control District Regulation VIII Dust Control Certification

Professional Experience

Clubhouse (Salton Sea Plot Studies) Project, Imperial County – Imperial Irrigation District (2021).

Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impacts for the development of groundwater wells and associated features to establish and sustain vegetation cover and waterless dust control measures on 128.71 acres of the exposed Salton Sea playa. CalEEMod was used to accurately calculate emissions associated with the implementation of the project. The analysis was prepared with the requirements provided by the Imperial County Air Pollution Control District as well as project specific information provided by the Imperial Irrigation District.

San Felipe (Salton Sea Plot Studies) Project, Imperial County – Imperial Irrigation District (2021).

Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impacts for the development of groundwater wells and associated features to establish and sustain vegetation cover and waterless dust control measures on 375 acres of the exposed Salton Sea playa. CalEEMod was used to accurately calculate emissions associated with the implementation of the project. The analysis was prepared with the requirements provided by the Imperial County Air Pollution Control District as well as project specific information provided by the Imperial Irrigation District.

Ontario Avenue Widening Project, Riverside County – City of Corona (2020). Prepared an air quality, greenhouse gas emissions, and noise impact assessment for the Ontario Avenue Widening Project which includes a congestion relief effort involving the widening of an approximately 2,000 feet portion of Ontario Avenue in the City of Corona. The severity of impacts was determined based upon the comparison of AM and PM peak hour vehicle idling times during existing conditions and post-Project implementation conditions. The FHWA Highway Traffic Noise Prediction Model was used to predict traffic noise increase and decrease as a result of Project implementation.

Rio Mesa Boulevard Road Alignment, Madera County – Morton & Pitalo, Inc. (2020). Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impact for the development of a roadway segment to accommodate planned development within the County. CalEEMod was used to accurately calculate emissions associated with the construction of the project. The analysis was prepared with the requirements provided by the San Joaquin Valley Air Pollution Control District. The FHWA Highway Traffic Noise Prediction Model was used to predict traffic noise increase as a result of the Project.

Date Palm Drive Bike Land and Sidewalk Project, Riverside County-KOA Corporation (2020).

Prepared an air quality, greenhouse gas emissions, and noise impact assessment for the Date Palm Drive Bike Land and Sidewalk Project which includes the installation of alternative transportation improvements in Cathedral City. CalEEMod was used to accurately calculate emissions associated with the construction of the project. The analysis was prepared with the requirements provided by the South Coast Air Quality Management District.

Coachella Valley Water District Sanitation Master Plan Update, Riverside & Imperial Counties – Coachella Valley Water District (2020).

Prepared assessments of air quality, greenhouse gas emissions, energy consumption, and noise for a comprehensive Capital Improvement Program consisting of recommendations to refurbish existing assets, optimize operations, and satisfy projected capacity needs of all Coachella Valley Water District sanitation facilities (collection system including gravity pipelines, force mains, lift stations, and five water reclamation plants) in a phased program to be implemented in five-year implementation phases between 2021 to 2040.

13131 Los Angeles Street Industrial Project EIR, Los Angeles County – The City of Irwindale Community Development Department (2019).

Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impact for the development of a 528,710 square foot warehouse building that would accommodate approximately 557 heavy-duty truck trips per day. The primary environmental issue was the proximity of the project site to residences. CalEEMod was used to accurately calculate emissions associated with the construction and operations of the project. The analysis was prepared with the requirements provided by the South Coast Air Quality Management District. Additionally, due to the number of heavy-duty trucks that would be visiting the site daily, a health risk assessment was conducted analyzing the Project impact on nearby residence through the use of AERMOD. The SoundPLAN 3D noise model was used to model operational noise while the FHWA Highway Traffic Noise Prediction Model was used to predict traffic noise increase as a result of the Project.

Temecula Winery and Hotel, Riverside County – LA Life Regional Center (2018-2019)

Emissions/Noise Analyst in charge of preparing both an emissions assessment and noise report for the development of a winery and hotel located on 21.92 acres of undeveloped agricultural land. CalEEMod was used to accurately calculate emissions associated with the construction and operations of the project. The analysis was prepared with the requirements provided by the South Coast Air Quality Management District. During operations the winery would be subject to events with amplified music, SoundPLAN 3D noise model was used to model these events and the effect this would have on the nearby single-family residence.



Jeffrey Swager

Associate Air Quality Planner

Mr. Swager has 16 years of experience in the field of Environmental Science, Ecology and Geographic Information Systems (GIS). His experience includes Geographic Information Systems (GIS) database design, data management, computer-based cartography, geoprocessing/spatial analysis; Global Navigation Satellite Systems (GNSS) data collection; and app-based field data collection. Mr. Swager has extensive knowledge in the use of ESRI ArcGIS suite of products and GNSS products from Trimble, EOS and Juniper, as well as data integration into popular formats such as AutoCAD, Google Earth, QGIS, Google Maps and Garmin MapSource. Mr. Swager has worked on projects throughout California and Nevada for both private and public clients. Mr. Swager's work has covered a wide array of topics including jurisdictional delineations, special-status species and cultural resources, many in support of large infrastructure projects, specific plans and regional conservation efforts.

Education

M.A.Sc., Environmental Management with specialization in GIS: Lincoln University, Christchurch, New Zealand

B.S., Ecology & Evolution: University of California, Santa Barbara

B.A., Environmental Studies: University of California, Santa Barbara

Registrations, Certifications, Permits and Affiliations

- Urban and Regional Information Systems Association (URISA)
- UCSB Environmental Studies Associates

Professional Experience

Torres Martinez Desert Cahuilla Indians Botanical Survey, Imperial County-Selnek-is Kawish Sub –Corporation and Vulcan Materials. Botanical task manager responsible for conducting a special status plant survey on a 700-acre proposed gravel mine. Duties included daily coordination of field crews, coordination of cultural monitors, mapping locations of special status plant species, generating a plant compendium for the site and writing a detailed botanical resources report.

On-Call Services with Vulcan Materials Company, San Bernardino, Riverside, Los Angeles, Kern, Orange, and San Diego Counties. GIS Analyst for on-call biological resources services including biological reconnaissance surveys, focused surveys, biological and construction monitoring, and agency coordination and consultation. Duties have included GIS database management, map generation and impacts analysis. Duties also included post-processing GPS data from mapping grade GPS field equipment and applying transformations and export variables to maintain spatial accuracy in conversion to GIS geospatial data formats.

Cultural Resources Services for Proposed Solar Farm near Desert Center, Riverside County - Confidential Client (2010). GIS analyst responsible for development, maintenance and analysis of a

geospatially enabled database of cultural resource locations to support a proposed solar farm located just east of the Colorado River Aqueduct near Desert Center on lands managed by the BLM. Project effort included synthesizing and compiling field data into a geospatial database, and then producing analysis, figures and large-format maps for submission to the State Historic Preservation Officer (SHPO), as well as conducting impact and avoidance calculations in support of permitting and design efforts.

Jurisdictional Delineation and Impacts Report for the Lamb Canyon Landfill Expansion, Riverside County. GIS Analyst for both a 25-acre and a 200-acre proposed expansion to the existing permit area for the landfill. Tasks included jurisdictional delineation map production, and impact analysis. Developed and implemented field GPS data dictionary and developed GIS database from field collected GPS data.

City of Moreno Valley, Indian Detention Basin Project (09-89791726; sub to LAN Engineering). GIS analyst for formal delineation of on-site waters, wetland, and associated riparian habitat under the jurisdiction of the California Department of Fish and Game, Regional Water Quality Control Board, and U.S. Army Corps of Engineers. Responsibilities included processing and managing GPS field data, map production and maintenance of geospatial database.

Niche Modeling of Rare Plants in the Sonoran and Mojave Deserts, BLM, Riverside and San Bernardino Counties. ECORP along with UC Riverside are conducting habitat modeling for the Bureau of Land Management to aid in conservation planning for rare plant species known to occur in the Sonoran and Mojave Deserts in Riverside and San Bernardino Counties. Following completion of the project, ECORP provided a report summarizing the approach to modeling and the sequence of model construction. Mr. Swager was the lead GIS analyst responsible for creating large format map books of the model results for delivery to several BLM field offices. Mr. Swager designed the map books to be easily used by BLM staff when in the office and in the field. Mr. Swager also used the GIS to assist in the development of potential survey and reference sites for target species.

On-call Biological Services for Caltrans District 8, San Bernardino County – Caltrans. GIS analyst responsible for data and mapping tasks associated with several proposed Caltrans highway realignments in San Bernardino County. Duties included production of wetland delineation, vegetation, rare plant, burrowing owl, soils and location maps. Calculated impact numbers associated with alternative alignments. Duties also included post-processing GPS data from mapping grade GPS field equipment and applying transformations and export variables to maintain spatial accuracy in conversion to GIS geospatial data formats.

On-Call Cultural Resources Services for Southern California Edison (SCE), Los Angeles, Riverside, Orange, Ventura, Kern, and San Bernardino counties – Southern California Edison. GIS analyst responsible for development, maintenance and analysis of a geospatially enabled database of cultural resource locations to support pole or facility replacement projects. Duties also included transferring, post-processing GPS data from mapping grade GPS field equipment and applying transformations and export variables to maintain spatial accuracy in conversion to GIS geospatial data formats.

ATTACHMENT B

Cost Proposal

Cost Proposal for CVAG Street Sweeping Study

			Grand Total (All Tasks)	<u>Gather Necessary Data</u> Task/Phase 1	<u>Highest ADT Existing Roads & Intersection Inventory</u> Task/Phase 2	<u>Existing Service Evaluation of Post Event Blowsand Cleaning</u> Task/Phase 3	<u>Street Sweeping Survey of Comparable Areas</u> Task/Phase 4	<u>Effectiveness Evaluation & Cost Benefit Analysis</u> Task/Phase 5	<u>Review and Analyze Results</u> Task/Phase 6	<u>Final Report</u> Task/Phase 7
Labor										
Seth Myers	Project Manager	\$ 160.00	15 \$ 2,400.00	0 \$ -	0 \$ -	0 \$ -	8 \$ 1,280.00	0 \$ -	6 \$ 960.00	1 \$ 160.00
William Duvall	Atmospheric Scientist	\$ 160.00	95 \$ 15,200.00	10 \$ 1,600.00	6 \$ 960.00	20 \$ 3,200.00	0 \$ -	20 \$ 3,200.00	24 \$ 3,840.00	15 \$ 2,400.00
Rosey Worden	Associate Air Quality Planner	\$ 105.00	56 \$ 5,880.00	20 \$ 2,100.00	20 \$ 2,100.00	0 \$ -	16 \$ 1,680.00	0 \$ -	0 \$ -	0 \$ -
Jeff Swager	Associate Air Quality Planner	\$ 165.00	4 \$ 660.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	4 \$ 660.00
Laura Hesse	Publications	\$ 100.00	6 \$ 600.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	6 \$ 600.00
Stephanie Maycock	Contracts	\$ 105.00	1 \$ 105.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	1 \$ 105.00
Samantha Alfaro	Data Collection	\$ 90.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -
Total Labor			181 \$ 25,725.00	30 \$ 3,700.00	26 \$ 3,060.00	20 \$ 3,200.00	24 \$ 2,960.00	20 \$ 3,200.00	30 \$ 4,800.00	31 \$ 4,805.00
Other Costs			Costs	Costs	Costs	Costs	Costs	Costs	Costs	Costs
ODCs/reimbursables			\$ 170.00	\$ 170.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mark-up on ODCs/reimbursables	14.0%		\$ 23.80	\$ 23.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total for ODCs/reimbursables			\$ 193.80	\$ 193.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Costs			\$ 193.80	\$ 193.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Estimate			\$ 25,918.80	\$ 3,893.80	\$ 3,060.00	\$ 3,200.00	\$ 2,960.00	\$ 3,200.00	\$ 4,800.00	\$ 4,805.00

ITEM 6E

Coachella Valley Association of Governments
Energy & Environmental Resources Committee
September 9, 2021



Staff Report

Subject: Election of Energy & Environmental Resources Committee Officers

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

Recommendation: Elect a Chair and Vice Chair for the Energy & Environmental Resources Committee for Fiscal Year 2021/2022

Background: Each fiscal year, the Energy & Environmental Resources Committee considers the election of a Chair and Vice Chair. The Committee does not have a formal officer rotation, or a set policy for how to select the Chair and Vice Chair.

A list of the officers for this Committee, dating back to 2004, is attached for member information.

Staff recommends that the Energy & Environmental Resources Committee provide nominations and elect its officers for this fiscal year.

Fiscal Analysis: There is no additional cost to the budget as Energy & Environmental Resources Committee officers receive the same per diem as other committee members.

Attachment: History of Chair and Vice Chair

Energy & Environmental Resources Committee
Chair and Vice Chair HISTORY




	<u>Chair</u>	<u>Vice Chair</u>
2020/2021	Linda Evans	Oscar Ortiz
2019/2020	Linda Evans	Vacant
2018/2019	Linda Evans	Richard Balocco
2017/2018	Linda Evans	Yvonne Parks
2016/2017	Linda Evans	Yvonne Parks
2015/2016	Linda Evans	Yvonne Parks/Paul Lewin
2014/2015	Michael Wilson	Linda Evans
2013/2014	Michael Wilson	Linda Evans
2012/2013	Michael Wilson	Linda Evans
2011/2012	Stephen Pougnet	Yvonne Parks/Michael Wilson
2010/2011	Ben Godfrey	Stephen Pougnet
2009/2010	Ben Godfrey	Stephen Pougnet
2008/2009	Ben Godfrey	Stephen Pougnet
2007/2008	Ben Godfrey	Stephen Pougnet
2006/2007	Hank Hohenstein	Ben Godfrey
2005/2006	Buford Crites	Stanley Sniff
2004/2005	Buford Crites	Stanley Sniff

ITEM 7A

**ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE
ATTENDANCE RECORD
FY2020-2021**

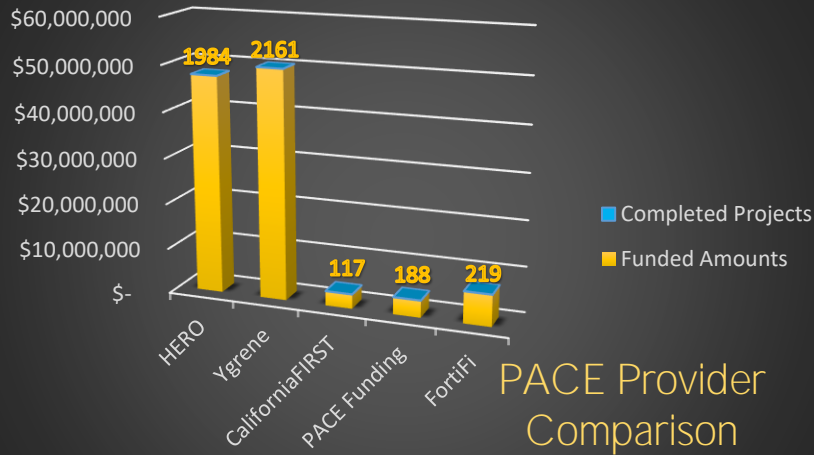
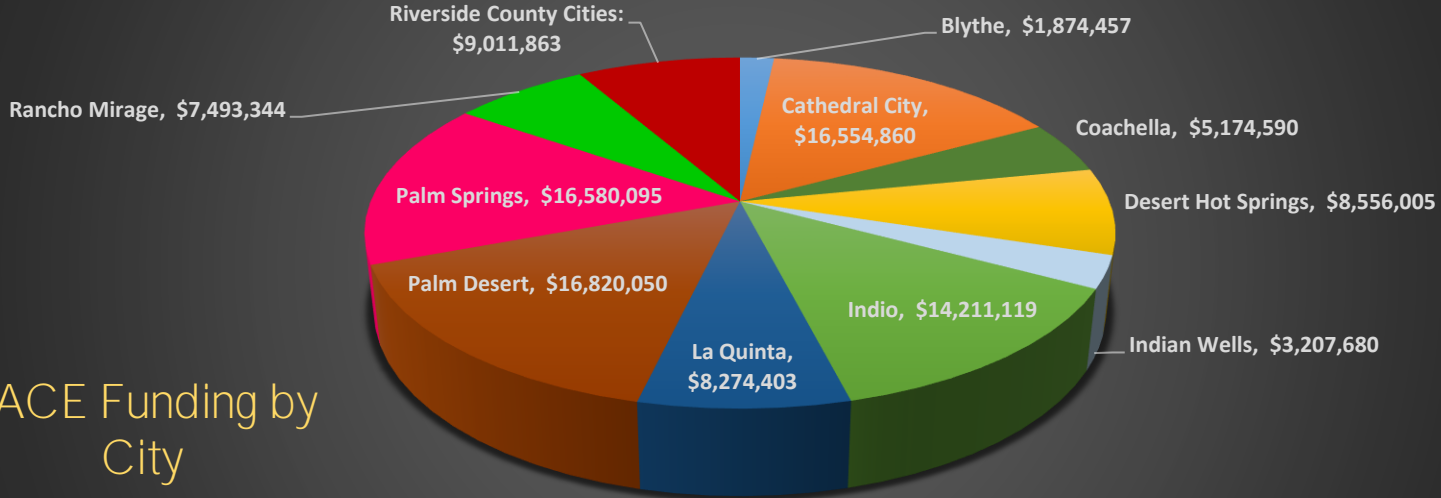
VOTING MEMBERS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Agua Caliente Band of Cahuilla Indians											✓	✓
City of Blythe	-	-		-	-	-	✓	-	-	✓	✓	✓
City of Cathedral City	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
City of Coachella	-	-		-	-	-		-	-	✓	✓	✓
Coachella Valley Water District	-	-		-	-	-		-	-			
City of Desert Hot Springs	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
Imperial Irrigation District	-	-	✓	-	-	-	✓	-	-	✓	✓	
City of Indian Wells	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
City of Indio	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
City of La Quinta	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
Mission Springs Water District	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
City of Palm Desert	-	-	✓	-	-	-	✓	-	-		✓	✓
City of Palm Springs	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
City of Rancho Mirage	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
Riverside County - District 4	-	-	✓	-	-	-	✓	-	-	✓	✓	✓
Cabazon Band of Mission Indians												
EX-OFFICIO / NON-VOTING MEMBERS												
Desert Water Agency	-	-		-	-	-		-	-			
Riverside County - District 5	-	-	✓	-	-	-	✓	-	-	✓	✓	✓

Absent/Vacant 
 No Meeting *

Scheduled Dark Month -

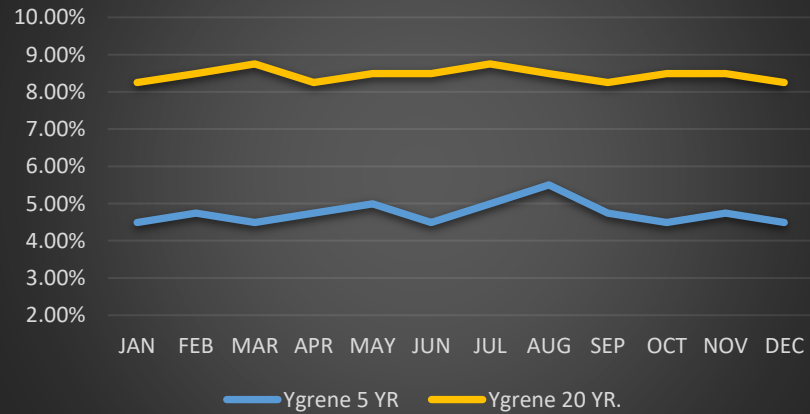
CVAG PACE REPORT

PACE Funding by City



PACE Provider Comparison

PACE Interest Rates



CARS REMOVED FROM ROAD: 38485

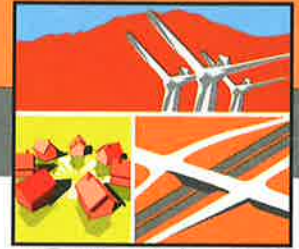
JOBS CREATED: 980

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

Updated for September 09, 2021

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

73-710 Fred Waring Dr., Suite 200, Palm Desert, CA 92260 · (760) 346-1127 · www.cvag.org



CVAG

September 1, 2021

The Honorable Gavin Newsom
Governor
State of California
State Capitol, First Floor
Sacramento, CA 95814

The Honorable Wade Crowfoot
Secretary
California Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

RE: Governor's Commitment to the Salton Sea

Dear Governor Newsom and Secretary Crowfoot:

On behalf of the Coachella Valley Association of Governments (CVAG), I am writing to strongly urge you to uphold the State's commitment to invest the first \$50 million out of the \$220 million promised for the Salton Sea. The Salton Sea is one of the State's most pressing environmental and public health issues and funding from this year's budget will demonstrate the State's commitment and accountability to addressing the sea's decline.

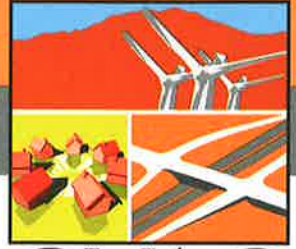
CVAG is a joint powers authority whose membership includes 10 cities, the County of Riverside and four Tribal nations. CVAG spearheads a wide range of regional programs that include improving the Coachella Valley's transportation network, promoting sustainability and energy efficiency and addressing social issues such as homelessness. CVAG – along with our sister agency, the Coachella Valley Conservation Commission – have a long history of supporting Salton Sea restoration and management efforts. In June 2017, the CVAG Executive Committee passed a resolution supporting full funding of the Salton Sea Management Program Phase 1 10-year plan. And in September 2018, CVAG issued its support for the principles outlined in the memorandum of understanding between Riverside and Imperial Counties, which pertains to regional collaboration in addressing the Salton Sea.

The environmental, economic and public health impacts that will result from a declining Salton Sea cannot be overstated. The expiration of the mitigation flow requirement, which was required as part of the Quantification Settlement Agreement (QSA), means the Salton Sea will continue to recede, exposing potentially hazardous lake bed and exasperating air quality issues. The State Plan is a step in the right direction, but its success hinges on the continued support of state and local officials to provide the direction and resources required.

Many of us were appreciative that a \$50 million investment for the Salton Sea was included in the May Revision of the Budget as well as the "California Roars Back" plan to improve drought preparedness and bolster resiliency. In the context of the pandemic, the issues related to the sea have been intensified. Disadvantaged communities already suffering with high-asthma rates due to fugitive dust events and low-economic resources are more susceptible to the life threatening impacts of COVID-19. It has been disappointing to learn that this investment may not be allocated as promised.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

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CVAG

The State is facing an unprecedented budget surplus and there is increased collaboration and coordination between the State and stakeholders on solutions to the Sea. Thus, we strongly urge you to hold true to the State's financial commitment and provide at least \$50 million to the Salton Sea.

Please don't hesitate to contact me if you need additional information.

Sincerely,

A handwritten signature in black ink that reads "Christy Holstege".

Christy Holstege, Esq.
CVAG Chair

CC: Sen. Melissa Melendez, 28th Senate District
Assemblymember Chad Mayes, 42nd Assembly District
Assemblymember Eduardo Garcia, 56th Assembly District