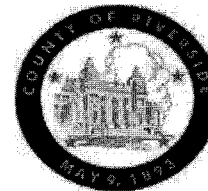


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM  
3.8  
(ID # 2682)**

**MEETING DATE:**  
Tuesday, November 15, 2016

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Approve and Execute the Cooperative Agreement By and Between the County of Riverside and the Western Riverside Council of Governments For Electric Vehicle Charging Station Installations [District 2]; [Total Cost \$74,115] EDA Energy Management - 56%, WRCOG - 44%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the Cooperative Agreement between the County of Riverside and Western Riverside Council of Governments (WRCOG) for electric vehicle charging station installations for \$74,115 and authorize the Chairman of the Board to execute the agreement on behalf of the county; and
2. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

**ACTION: Policy**

*Robert Field*  
Robert Field, Assistant County Director of Economic Development 11/1/2016

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 74,115	\$ 0	\$ 74,115	\$ 6,606
<b>NET COUNTY COST</b>	\$ 41,618	\$ 0	\$ 41,618	\$ 6,606
<b>SOURCE OF FUNDS:</b> EDA Energy Management - 56% WRCOG - 44%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2016/17	

**C.E.O. RECOMMENDATION:** Approved

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione and Washington  
**Date:** November 15, 2016  
**xc:** EDA

Kecia Harper-Ihem  
Clerk of the Board  
By *[Signature]*  
Deputy

**3-8**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**BACKGROUND:**

**Summary**

On February 2, 2012 the Board of Supervisors approved the grant award from ChargePoint America for electric vehicle (EV) charging stations and installation. Riverside County began installing EV charging stations under the grant. The grant provided five stations with four being placed in the three downtown public parking structures. In 2014, Riverside County Economic Development Agency (EDA) received a grant from the California Energy Commission to install 45 additional charging stations. Installation of those stations is projected to begin in December of 2016. In the meantime, the County has added ten additional stations, many with two hoses so two vehicles can charge at once. The current number of EV charging hoses owned by the County is 25 (15 Public hoses and 10 Fleet only hoses). Since 2012, there have been over 11,500 charging sessions at County stations, saving 12,135 gallons of gasoline and reducing 40,613 kg of greenhouse gasses from the air.

The most heavily used charging stations are those installed in the downtown parking structures (Riverside County Administration Center Parking Structure, 12<sup>th</sup> Street Parking Structure and Riverside Centre Parking Structure). Competition for these Level 2 stations can be heavy. Across all three structures, an average of 3.4 charging sessions occurs every work day. Considering that it takes around four hours to fully charge one vehicle, this number is significant. The County's charging station management portal has registered as much as seven to ten charging sessions at one station in one day.

The South Coast Air Quality Management District (AQMD) recently opened a rebate program to public agencies for the installation of additional EV charging stations. Staff from WRCOG approached EDA staff with the idea to partner on this project. WRCOG has electric vehicles in its fleet. Given the competition for charging in the downtown parking structures, it is difficult for them to charge these vehicles regularly. The offer to purchase the EV Charging Stations using AQMD's program was made by WRCOG, with the goal of sharing costs of installation with EDA. EDA would then assume responsibility of ownership and maintenance of the stations when the rebate program ends. The plan is to install two additional, two-hose stations in each of the three parking structures. This will add a total of 12 charging hoses to the downtown area. Due to their age, all three parking structures will require electrical upgrades to support the additional stations. The cost of the upgrades is included in the project cost.

**Impact on Citizens and Businesses**

EDA receives the most requests for additional charging stations in the downtown area. Installing additional stations will encourage the use of electric vehicles. This, in turn, will reduce the amount of greenhouse gases from vehicles and improve the air quality in Riverside County.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Attachments:**

**Agreement**

RF;JV;HR;PR;JP;ac      2682\_13381      FM06720007983  
S:\Energy Division\Form 11's\13381\_XXX - Approve   Execute the Cooperative Agr. by   between the County   WRCOG for EV  
Charging Station Installations\_11-15-16.docx

1 **COOPERATIVE AGREEMENT BY AND BETWEEN**

2 **COUNTY OF RIVERSIDE**

3 **AND**

4 **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

5 **FOR ELECTRIC VEHICLE CHARGING STATION INSTALLATIONS**

6 This Agreement entered into this 15<sup>th</sup> day of November, 2016, by and between the County of  
7 Riverside, (hereinafter "COUNTY"), a political subdivision of the State of California, and the Western Riverside  
8 Council of Governments, (hereinafter "WRCOG"), a joint powers authority, regarding the development and  
9 installation of electric vehicle charging stations in downtown Riverside public parking structures located within the  
10 jurisdictional boundaries of both the COUNTY and WRCOG. COUNTY and WRCOG are sometimes collectively  
11 referred to herein as the "PARTIES".

12 **RECITALS**

- 13 A. COUNTY and WRCOG desire to make Riverside County a clean, healthy place to live, work and play  
14 and desire to maintain and expand Riverside County's reputation as a leader in renewable energy  
15 development and air quality improvements; and
- 16 B. COUNTY and WRCOG desire to expand the availability of electric vehicle charging stations in  
17 downtown Riverside and desire to reduce greenhouse gas emissions in the COUNTY while  
18 promoting the use of electric vehicles; and
- 19 C. WRCOG has applied for and received a grant from the South Coast Air Quality Management District  
20 (hereinafter "SCAQMD") to purchase and install electric vehicle charging stations (hereinafter  
21 "EQUIPMENT") in the three (3) public parking structures in downtown Riverside as further described  
22 in Exhibit "A", attached hereto and incorporated by reference; and
- 23 D. COUNTY and WRCOG desire to cooperate and jointly participate in implementing, funding,  
24 purchasing, installing, operating, and maintaining the EQUIPMENT, all as further described in Exhibit  
25 "A" (hereinafter the "PROJECT");
- 26 E. COUNTY and WRCOG desire to have one agency take a lead role in the development and  
27 implementation of the PROJECT in an interest to coordinate the PROJECT;
- 28 F. COUNTY and WRCOG desire to designate COUNTY as the lead agency for the PROJECT to  
29 provide the administrative, technical, managerial, and support services necessary to develop,

1 implement, and manage the PROJECT;

2 G. The purpose of this Agreement is to memorialize the mutual understandings by and between  
3 COUNTY and WRCOG with respect to design, construction, inspection, ownership, operation,  
4 maintenance, and funding of the PROJECT.

5 **AGREEMENT**

6 NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as  
7 follows:

8 **SECTION 1 • COUNTY shall:**

- 9 1. Prepare, or cause to be prepared, plans and electric vehicle charging station specifications for the PROJECT,  
10 (hereinafter the "INSTALLATION PLANS"), in accordance with COUNTY and WRCOG standards, and as  
11 further described in Exhibit "A", attached hereto and incorporated by reference, and shall approve the  
12 INSTALLATION PLANS, and shall submit such INSTALLATION PLANS to WRCOG for its review and  
13 approval prior to commencement of installation of the PROJECT.
- 14 2. Pursuant to, and in accordance with, the California Environmental Quality Act (hereinafter "CEQA"), assume  
15 lead agency role and responsibility for preparation, circulation, and adoption of all necessary and appropriate  
16 CEQA documents pertaining to the construction, operation and maintenance of the PROJECT.
- 17 3. Keep an accurate accounting of all costs associated with the PROJECT and provide WRCOG with periodic as  
18 well as a final accounting of all costs associated with the PROJECT.
- 19 4. Install, construct, manage and inspect the PROJECT in accordance with the approved INSTALLATION  
20 PLANS.
- 21 5. As further set forth in Exhibit "A", COUNTY shall be financially responsible for: (a) all parking structure electric  
22 infrastructure upgrade costs associated with or related to the PROJECT, (b) all preparation work costs  
23 associated with or related to the PROJECT, (c) fifty percent (50%) of the electrical vehicle charging station  
24 installation costs associated with or related to the PROJECT, and (d) all operation and maintenance costs  
25 associated with or related to the EQUIPMENT or the PROJECT.
- 26 6. Grant WRCOG, by execution of this Agreement, the right to enter upon the PROJECT sites owned or  
27 controlled by COUNTY where necessary and convenient for the purpose of WRCOG gaining access to and  
28 inspecting the PROJECT.
- 29 7. Not approve any change orders involving the construction of the PROJECT without the prior written  
*Cooperative Agreement*

1 approval of WRCOG.

- 2 8. Submit monthly invoices to WRCOG for approved costs associated with or related to completed work on the  
3 PROJECT for which WRCOG is responsible in accordance with Table "A" contained in Exhibit "A".
- 4 9. If applicable, provide WRCOG a single invoice with a final reconciliation of approved installation costs  
5 associated with or related to completed work on the PROJECT for which WRCOG is responsible in  
6 accordance with Table "A" contained in Exhibit "A" which are in excess of the amounts set forth in Table "A".  
7 The total sum of all such excess installation costs is hereby agreed by COUNTY and WRCOG to be split  
8 pursuant to a 50/50 ratio between COUNTY and WRCOG.
- 9 4. If applicable, to pay, within forty-five (45) calendar days of receipt each invoice submitted by WRCOG for  
10 COUNTY'S share of PROJECT costs in accordance with and as further described in Table "A" contained in  
11 Exhibit "A".
- 12 10. Upon completion of the construction and installation portions of the PROJECT, and upon WRCOG'S approval  
13 thereof, be solely responsible for the ownership, operation, and maintenance of the EQUIPMENT, inclusive of  
14 the electrical costs necessary to operate the EQUIPMENT.

15 **SECTION 2 • WRCOG shall:**

- 16 1. Review and as appropriate approve INSTALLATION PLANS provided by COUNTY.
- 17 2. Order and purchase a total of six (6) ChargePoint CT4000 Level 2 Commercial Charging Stations as follows  
18 and as further described in Exhibit "B" attached hereto and incorporated by reference:
- 19 a. Four (4) model CT4023 Dual Port Wall Mount gateway stations (CT4023-GW1) to include station  
20 activation and station installation validation, plus one year of network service, maintenance  
21 service.
- 22 b. Two (2) model CT4023 Dual Port Wall Mount non-gateway stations (CT4023) to include station  
23 activation and station installation validation, plus one year of network service, maintenance  
24 service.
- 25 3. As further set forth in Exhibit "A", WRCOG shall be financially responsible for: (a) all costs associated with the  
26 purchase of the six (6) ChargePoint CT4000 Level 2 Commercial Charging Stations as follows and as further  
27 described in Exhibit "B" which shall include all costs of activation; and (b) fifty percent (50%) of the electrical  
28 vehicle charging station installation costs associated with or related to the PROJECT.
- 29 5. Keep an accurate accounting of all WRCOG costs associated with the PROJECT and if requested,  
*Cooperative Agreement*

1 provide COUNTY with a final accounting of all PROJECT costs.

- 2 6. As determined necessary by WRCOG, conduct a periodic review of PROJECT construction at its sole cost  
3 and provide any comments to COUNTY'S primary inspector who shall be solely responsible for all  
4 communications with COUNTY'S contractor(s) during the construction of PROJECT.
- 5 7. Review all PROJECT construction change orders submitted to WRCOG by COUNTY and notify COUNTY  
6 within seven (7) calendar days following such submittal(s) regarding WRCOG'S approval or disapproval of  
7 such change orders. WRCOG shall not unreasonably disapprove construction change orders.
- 8 8. To pay, within forty-five (45) calendar days of receipt and approval, each invoice submitted by COUNTY for  
9 WRCOG'S share of PROJECT costs in accordance with and as further described in Table "A" contained in  
10 Exhibit "A".
- 11 9. Upon notification by COUNTY that the contractor has indicated that the construction and installation portions  
12 of the PROJECT are complete, review such construction and installation PROJECT for acceptance by  
13 WRCOG.
- 14 10. Request and retain all grant reimbursements for PROJECT from the SCAQMD.
- 15 11. If applicable, provide COUNTY a single invoice with a final reconciliation of approved installation costs  
16 associated with or related to completed work on the PROJECT for which COUNTY is responsible in  
17 accordance with Table "A" contained in Exhibit "A" which are in excess of the amounts set forth in Table "A".  
18 The total sum of all such excess installation costs is hereby agreed by COUNTY and WRCOG to be split  
19 pursuant to a 50/50 ratio between COUNTY and WRCOG.

20 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 21 1. COUNTY Assistant County Executive Officer of the Riverside County Economic Development Agency, on  
22 behalf of COUNTY, and Executive Director, on behalf of WRCOG, are authorized to approve an increase in  
23 project budgets, respectively, in an amount not to exceed ten percent (10%) of the original budget share of  
24 each party based on the share of costs shown in Table "A" contained in Exhibit "A".
- 25 2. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement shall  
26 automatically be vested with the COUNTY and no further agreement shall be necessary to transfer  
27 ownership.
- 28 3. Notwithstanding anything herein to the contrary, COUNTY and WRCOG acknowledge and agree that any and  
29 all approval, consent, inspection, review, or similar action by WRCOG is for the sole benefit of WRCOG

1 and shall not be relied upon by COUNTY for any purpose other than procedural consent by WRCOG  
2 pursuant to WRCOG'S rights hereunder and shall not in any way be construed as any warranty or oversight  
3 of the content or substance thereof.

4 4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by  
5 both PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either  
6 party hereto.

7 5. WRCOG and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to  
8 PROJECT for a period of three (3) years from the date of final payment.

9 6. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
10 occurring by reason of anything done or omitted to be done by WRCOG under or in connection with any work,  
11 authority or jurisdiction delegated to WRCOG under this Agreement. It is further agreed that pursuant to  
12 Government Code Section 895.4, WRCOG shall fully indemnify and hold COUNTY harmless from and  
13 against any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of  
14 anything done or omitted to be done by WRCOG under or in connection with any work, authority or  
15 jurisdiction delegated to WRCOG under this Agreement.

16 7. Neither WRCOG nor any officer or employee thereof shall be responsible for any damage or liability occurring  
17 by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority  
18 or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government  
19 Code Section 895.4, COUNTY shall fully indemnify and hold WRCOG harmless from and against any liability  
20 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or  
21 omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to  
22 COUNTY under this Agreement.

23 8. In the event of any arbitration, action or suit brought by either WRCOG or COUNTY against the other by  
24 reason of any breach on the part of the other party or any of the covenants and agreements set forth in this  
25 Agreement, or any other dispute between the COUNTY and WRCOG concerning this Agreement, the  
26 prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to  
27 have and recover from the other party all costs and expenses or claims, including but not limited to attorney's  
28 fees and expert witness fees. This section shall survive any termination of this Agreement.

29 9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
*Cooperative Agreement*



1 unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or  
2 invalidated in any way.

3 10. This Agreement is to be construed in accordance with the laws of the State of California.

4 11. Neither the WRCOG nor COUNTY shall assign this Agreement without the written consent of the other part  
5 and this Agreement will apply to, be binding upon, and inure to the benefit of the successors and permitted  
6 assigns of the PARTIES.

7 12. All notices sent or required to be sent to the PARTIES to this Agreement shall be mailed by first class mail,  
8 postage prepaid, to the following addresses:

9  
10 RIVERSIDE COUNTY ECONOMIC  
11 DEVELOPMENT AGENCY  
12 3403 10<sup>th</sup> Street, Suite 310  
13 Riverside, CA 92501  
14 Attn: Janet Purchase

15 WRCOG  
16 4080 Lemon Street, 3rd Floor. MS1032  
17 Riverside, CA 92501-3609  
18 Attn: Tyler Masters

19 13. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or  
20 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside,  
21 State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in  
22 such proceedings to any other county.

23 14. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance of  
24 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by WRCOG  
25 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall  
26 not be construed against the party that prepared it in its final form.

27 15. Any waiver by COUNTY or WRCOG of any breach by any other party of any provision of this Agreement shall  
28 not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.  
29 Failure on the part of COUNTY or WRCOG to require from any other party exact, full and complete  
compliance with any of the provisions of this Agreement shall not be construed as in any manner changing  
the terms hereof, or stopping COUNTY or WRCOG from enforcing this Agreement.

16. This Agreement and the exhibits herein contain the entire agreement between the PARTIES, and are  
intended by the PARTIES to completely state the Agreement in full. Any agreement or representation  
respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in  
this Agreement, is null and void.

1 17. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third  
2 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any  
3 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

4 18. This Agreement may be executed in one or more counterparts and when a counterpart shall have been  
5 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same  
6 instrument.

7 19. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing for the  
8 PROJECT, except that the indemnification provisions in Section 5 and 6 herein and all operational and  
9 maintenance obligations of COUNTY with regard to the EQUIPMENT shall survive termination of this  
10 Agreement.

11  
12 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
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1 IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized  
2 representatives to be effective on the day and year first above-written.

3  
4 **COUNTY OF RIVERSIDE**

5 RECOMMENDED FOR APPROVAL:

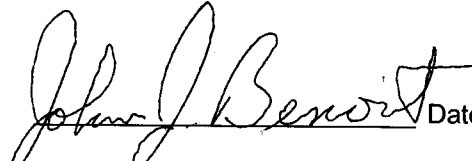
6  Dated: 11/8/16  
7 Robert Field  
8 Assistant County Executive Officer/EDA

9  
10 APPROVED AS TO FORM:

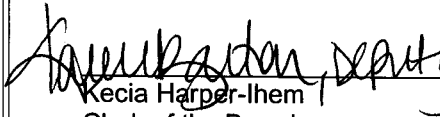
11 Gregory P. Priamos  
12 County Counsel

13  
14  Dated: 11/8/16  
15 By: Marsha L. Victor, Chief Deputy

16 APPROVAL BY THE BOARD OF SUPERVISORS:

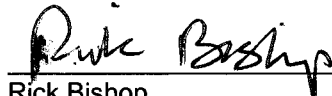
17  Dated NOV 15 2016  
18 John J. Benoit  
19  
20 Chairman, Board of Supervisors

21 ATTEST:

22  
23  Dated: NOV 15 2016  
24 Kecia Harper-Ihem  
25 Clerk of the Board

6 **WRCOG**


7 RECOMMENDED FOR APPROVAL:

8  Dated: 11-7-16  
9 Rick Bishop  
10 Executive Director

11 APPROVED BY:

12 \_\_\_\_\_ Dated: \_\_\_\_\_

13 APPROVED AS TO FORM:

14  Dated: 11/7/16  
15 Steven DeBeauvoir

16 WRCOG Attorney

17 ATTEST:

18 \_\_\_\_\_ Dated: \_\_\_\_\_  
19 WRCOG Clerk

## EXHIBIT "A" • SCOPE OF WORK

DESCRIPTION: Design, purchase, install, and maintain six (6) ChargePoint CT4000 family electric vehicle charging stations (per the attached specification sheet in Exhibit "B") in the three (3) public parking structures in downtown Riverside with addresses shown below:

1. Riverside County Administrative Center Parking Structure—4090 Lemon St., Riverside, CA
  - a. One (1) model CT4021 Dual Port Wall Mount gateway station (CT4023-GW1)
  - b. One (1) model CT4021 Dual Port Wall Mount non-gateway station (CT4023)
2. Riverside Centre Parking Structure—3403 10<sup>th</sup> St., Riverside CA
  - a. Two (2) model CT4021 Dual Port Wall Mount gateway stations (CT4021-GW1)
3. 12<sup>th</sup> Street Parking Structure, 3535 12<sup>th</sup> St., Riverside, CA
  - a. One (1) model CT4021 Dual Port Wall Mount gateway station (CT4021-GW1)
  - b. One (1) model CT4021 Dual Port Wall Mount non-gateway station (CT4021)

Scope of work includes, but is not limited to:

1. Electrical Infrastructure Upgrades—additions of transformers and/or electric panels necessary to support and successfully install the EQUIPMENT.
2. Preparation work—any necessary saw-cutting, trenching, coring, base mount.
3. Installation work—work required to perform conduit run and wiring work, as well as work necessary to assemble and install the EQUIPMENT and to designate (paint) spaces for electric vehicle charging only and stripe stall for ADA compliance.
4. Activation work—any work necessary to pinpoint, assess and activate the EQUIPMENT.
5. Operation and Maintenance – any work reasonably necessary to operate and maintain the EQUIPMENT.

Table "A":

Item	AQMD Grant	Costs Not Covered by Grant	County Share	WRCOG Share	Total
Electrical Infrastructure Upgrades	\$ 0	\$29,120	\$29,120	\$ 0	\$ 29,120
EV Charging Stations	\$ 30,000	\$ 20,000	\$ 0	\$20,000	\$20,000
Installation Work	\$ 0	\$ 21,770	\$ 10,885	\$ 10,885	\$ 21,770
ADA Striping Work	\$ 0	\$ 3,225	\$ 1,612.50	\$ 1,612.50	\$ 3,225
<b>Total</b>	<b>\$ 30,000</b>	<b>\$74,115</b>	<b>\$41,617.50</b>	<b>\$ 32,497.50</b>	<b>\$74,115</b>