

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



ITEM: 3.3
(ID # 18814)

MEETING DATE:
Tuesday, May 10, 2022

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Funding recommendations for Air Quality Enhancement Projects in the Coachella Valley; Approval of Grant Award & Authorization Agreement Form and Authorize County Executive Officer or designee to Execute Agreements. District 4. [\$130,000 Total Cost - Colmac Air Quality Enhancement Fund 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the proposed projects presented described in Table A herein as recommended by the Coachella Valley Air Quality Advisory Committee; and
2. Approve the attached Grant Award & Authorization Agreement substantially to form and authorize the County Executive Officer, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel to sign the agreements with the proposed entities shown in Table A.

ACTION:Policy

Juan C. Perez, Chief Operating Officer

5/3/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 10, 2022
xc: E.O.

Kecia R. Harper
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 90,000	\$ 130,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Colmac Air Quality Enhancement Fund 100%			Budget Adjustment: No	
			For Fiscal Year: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

Among other provisions, the settlement provides for an annual payment of \$250,000 to fund projects which enhance air quality within the Coachella Valley. On February 3, 1998 (Agenda Item No. 3.6), the Board of Supervisors delegated administration of the Air Quality Enhancement Fund to the Executive Office, and established the Coachella Valley Air Quality Advisory Committee (Advisory Committee) consisting of three members: The Fourth District Supervisor or his/her representative and representatives from the South Coast Air Quality Management District (SCAQMD) and Coachella Valley Association of Governments (CVAG).

On September 13, 2021 the Riverside County Purchasing Department on behalf of the Executive Office issued a Request for Application (RIVCO-2021-RFA-0000338) for submission to the Executive Office by January 5, 2022, seeking projects that will enhance air quality in the Coachella Valley. Two applications from various entities were received and both have been recommended for approval by the Advisory Committee as noted below in Table A.

TABLE A

	Entity	Proposed Project	Funding Request
1	Angel View	Purchase of a horizontal closed end textile baler	\$50,000
2	College of the Desert and CVAG	Expansion of College of the Desert's Landscape Certification Program (2-year program)	\$80,000
Total:			\$130,000

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Impact on Residents and Businesses

Approval of these funding recommendations will further assist clean air goals for the region.

Additional Fiscal Information

Funding for the proposed projects is derived from monies collected as part of the settlement agreement with Colmac Energy, Inc. and has no impact on the general fund. Previous awards utilizing these funds occurred in FY 19/20 and had an award amount of \$350,000 (See Board of Supervisors Agenda Item No. 3.5 of December 17, 2019).

ATTACHMENT

Grant Award & Authorization Agreement Form


Cynthia M. Guazel, Chief Deputy County Counsel 4/14/2022

GRANT AWARD & AUTHORIZATION AGREEMENT

The County of Riverside, a political subdivision of the State of California (the "County"), and **Organization**. (the "Grantee") hereby enters into the following Grant Award & Authorization Agreement (the "Agreement"):

RECITALS

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

WHEREAS, Grantee's accepted proposal is now known as the **Project Title** Project ("PROJECT").

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

WHEREAS, on **May XX, 2022**, the Riverside County Board of Supervisors approved the recommendations of the Coachella Valley Air Quality Advisory Committee and authorized the County Executive Office to enter into an Agreement with the Grantee;

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

SECTION 1. PURPOSE

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

SECTION 2. ADMINISTRATION

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

SECTION 3. TERM

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

SECTION 4. ALTERATION

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

SECTION 5. TERMINATION

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

(a) In the event the Grantee fails to perform the covenants herein contained at such times and in such manner as is herein provided; or

(b) In the event there is a conflict with any federal, state, or local regulation, or rule rendering any of the provisions of the Agreement invalid or untenable;

SECTION 6. DOCUMENTATION OF EXPENDITURES

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

SECTION 7. PAYMENTS

(a) The total payment due to the Grantee under this Agreement is \$XX,XXX which will be used to support the Project.

(b) Payments shall be made to the Grantee quarterly upon receipt of invoice and approval of the quarterly performance and progress reports required in Section 8 below. Invoices for vehicle purchases must include proof of purchase and delivery.

(c) The County Executive Office shall review invoices in a timely fashion, and submit them to the Auditor-Controller for payment.

SECTION 8. REPORTS

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

SECTION 9. INSPECTIONS

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

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. FAIR EMPLOYMENT PRACTICES

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

SECTION 12. NOTICES

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

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

Grantee
Organization
Street Address
City, CA Zip Code
Attn: TBD

SECTION 13. COMPLIANCE WITH LAW

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

SECTION 14. INCORPORATED MATTERS

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

SECTION 15. ASSIGNMENT

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

SECTION 16. WAIVER OF PERFORMANCE

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

SECTION 17. INDEMNIFICATION

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

SECTION 18. SEVERABILITY

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

SECTION 19. PARAGRAPH HEADINGS

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

SECTION 20. ENTIRE AGREEMENT

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

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties below have caused their duly authorized representatives to execute this Agreement on the ____ day of _____, 2022.

COUNTY OF RIVERSIDE

GRANTEE

Name: Juan Perez
Title: Chief Operating Officer

Name:
Title:

Date: _____

Date: _____

ATTEST
Kecia Harper
Clerk of the Board

By: _____
Deputy

Boydd, April

From: cob@rivco.org
Sent: Monday, May 9, 2022 1:10 PM
To: COB
Subject: Board comments web submission

CAUTION: This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Mariela
Last Name: Loera
Phone: 9097288680
Agenda Item # or Public Comment: 3.3
State your position below: Neutral

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220510 . You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.