

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 12

TO: VCE Board of Directors

FROM: Mitch Sears, Interim General Manager
Jim Parks, Director of Customer Care and Marketing

SUBJECT: SACOG Grant Update

DATE: June 11, 2020

RECOMMENDATION

Authorize the Interim General Manager to approve the Memorandum of Understanding between the City of Davis and Valley Clean Energy Alliance to receive funds (\$150,000) for the installation of electric vehicle charging infrastructure per the SACOG grant.

BACKGROUND

VCE joined with the cities of Davis and Woodland and Yolo County to apply for a \$2.9 million grant from the Sacramento Council of Governments (SACOG). The purpose of the grant is to install electric vehicle charging infrastructure in Yolo County. The proposal was successful, and the grant was approved by the SACOG board of directors on December 20, 2018. The project is titled Electrify Yolo.

Since that time the Electrify Yolo team, made up of VCE member jurisdiction staff, has worked to facilitate a fund exchange agreement between SACOG and the City of Davis (Davis), and to further develop the project. The fund exchange agreement was approved by SACOG in late December 2019 and the Davis City Council approved the agreement at the end of January. Now that funding is in place, the Electrify Yolo team is working to implement the project.

UPDATE

Due to the fund exchange arrangement, each jurisdiction (Woodland, Yolo County, VCE) will have an MOU with Davis and will be responsible for implementing their own projects. Davis will take the lead on reporting project progress to SACOG.

VCE is responsible for implementing electric vehicle charging infrastructure in the City of Winters. First priority is to install one or more DC fast chargers, with secondary priority to install Level 2 chargers. The site characteristics (available load on the transformer, circuit voltage, etc.) will determine what is installed.

The MOU between the City of Davis and VCE is for \$150,000 is ready to be signed by VCE and will be sent back to Davis for final approval. Once approved by Davis, VCE will send in a request for 85% of the funds (\$127,500), per the MOU. The funds will remain on account with VCE until spent. If the completed project meets the MOU requirements, VCE can request the remaining funds, 15% or \$22,500.

VCE has a letter agreement in place with Chase Electrical Engineering (Chase) to perform a feasibility study and design of the Winters infrastructure. Chase will provide recommendations as to what is possible at the site along with estimated costs. The results of the study will determine if one or more DC fast chargers can be installed, a combination of DC fast and Level 2 chargers, or if the installation will be for Level 2 chargers only. VCE staff is currently working with staff from Winters and Chase to move the project forward.

Once the design is complete, VCE and Winters will bid the project and construction can begin. Concurrent with the design process, VCE staff is developing bid documents so the project can be bid quickly once VCE and Winters agree on the project design.

In spite of delays in getting funding approval and the COVID-19 pandemic, the project is finally moving forward and we hope to have construction started by the end of this year.

Attachment

1. VCE/City of Davis MOU
2. Resolution

MEMORANDUM OF UNDERSTANDING

Between City of Davis and Valley Clean Energy Alliance

This Memorandum of Understanding ("MOU") is entered into by the City of Davis ("Davis") and the Valley Clean Energy Alliance ("VCE") together known as the "Parties", in order to implement electric vehicle ("EV") infrastructure identified in the "Electrify Yolo Project" ("Project"). The Project is funded with local Davis funds through a Fund Exchange Agreement between Davis and the Sacramento Area Council of Governments ("SACOG"). This MOU is effective as of the date of the last signature below.

I. RECITALS

- A. **Whereas**, the Parties were partner jurisdictions in a jointly submitted "Electrify Yolo Project" application to the SACOG Green Region grant funding opportunity in the Fall 2018, with VCE and Davis identified as Project Applicants. The Project supports EV infrastructure and improved multi-modal hub development in Yolo County and the cities of Davis, Winters, and Woodland. Other implementing Project partner jurisdictions include Yolo County and City of Woodland; and
- B. **Whereas**, in December 2018, the Parties were notified that they were awarded a \$2,912,000 grant in federal funds, with a match requirement of 11.47%, for a total Project cost of \$3,289,000; and
- C. **Whereas**, based on SACOG funding policies and preference to deliver funds through a Fund Exchange Agreement to a qualified Applicant, and understanding the opportunity to expedite project implementation by simplifying/eliminating certain federal funding requirements including 1) eliminating National Environmental Protection Agency (NEPA) requirements and 2) eliminating the 11.47% match requirement, the Parties agreed that Davis will execute the requested Fund Exchange Agreement with SACOG, and will be the fiduciary agent for the Project, now at a total Project cost of \$2,912,000; and
- D. **Whereas**, on January 28, 2020, Davis City Council authorized the Davis City Manager to 1) sign the SACOG/Davis Fund Exchange Agreement, which exchanges \$2,912,000 federal funding in the Metropolitan Transportation Improvement Program from the Electrify Yolo Project Green Region grant award into the City of Davis Richards/I-80 Interchange Project, and to replace an equal \$2,912,000 in local funds for the Project, 2) prepare and execute a Budget Adjustment in Fiscal Year 2019-20 to provide \$2,912,000 in local funds for Project implementation, and 3) prepare and execute MOUs between Davis and each Project partner jurisdiction; and
- E. **Whereas**, the Parties enter into this MOU to recognize their mutual interests and goals, and to formalize an agreement to identify roles and responsibilities for Project implementation of EV infrastructure and improved multi-modal hub development.

Accordingly, the Parties hereby agree as follows:

II. STATEMENT OF SHARED GOALS AND PRINCIPLES

- A. The Parties recognize that the implementation of EV charging infrastructure is a shared goal. The Parties desire to provide networked EV charging which is either publicly accessible and/or for county/municipal use on public property.
- B. The Parties desire to establish regular communication channels and meet and share information in an effort to jointly implement county-wide networked EV charging, based on the Fund Exchange Agreement with SACOG and among all regional Project jurisdictions.
- C. The Parties agree to meet the requirements and minimum qualifications of the executed Fund Exchange Agreement (**Attachment A**), dated December 18, 2019, and as noted herein, including completion of the Project by December 31st, 2023. To the extent any provision of this MOU conflicts with the terms of the Fund Exchange Agreement, the terms of the Fund Exchange Agreement shall be controlling.

III. AGREEMENTS FOR PROJECT IMPLEMENTATION

A. Definitions

- 1. 'Networked' EV Chargers for this Project shall mean:
 - a. Network capable, with ability for agency to engage in two-way communication via internet or cell phone;
 - b. Demand response capable;
 - c. Flexibility for agency to require users to pay for electricity (fuel), and to have varying fuel costs for different users and/or different lengths of time (e.g. for agency employees vs. the public; free for the first hour, then charged at increasing rates for subsequent hours; or other);
 - d. Providing agency with ability to push software upgrades through the communication channel; and
 - e. Providing agency with ability to collect use data and/or maintenance/operational data.
- 2. 'Publicly accessible' EV Chargers for this Project shall mean available for public use at a minimum of six hours per day (e.g. 9am to 3pm), for a minimum of five days/week, with the goal of providing maximum time of public use. Placing chargers within fenced county/municipal properties such as libraries, county/municipal offices or other locations is acceptable as long as the minimally available hours noted here are provided.

3. 'Public property' for this Project shall mean property owned by Yolo County and/or Davis, Woodland or Winters, incorporated cities within Yolo County.

B. Minimum Implementation Requirements:

The Parties agree to the following Project minimum implementation requirements:

1. All project funding provided to VCE will be expended exclusively for the installation of EV charging infrastructure in Winters, (or Davis, Woodland, or Yolo County) and all work and installations will be completed by or before December 31st, 2023.
2. VCE agrees to complete all Project implementation and fund expenditures using its approved agency procurement/purchasing policies, and contract bidding/award process to install and maintain EV charging infrastructure, in accordance with their own local requirements and in compliance with all applicable state or federal laws and regulations, including but not limited to payment of prevailing wages. VCE shall require all contractors to obtain adequate insurance to cover any risks associated with the construction and operation of such infrastructure.
3. VCE will provide copies of paid invoices to Davis on a minimum of a quarterly basis (starting three months from the effective date of this MOU), or as completed, as proof of completion of EV charging infrastructure expenses, including consultant and contractor services for site selection, design, permitting, construction document completion, any required environmental review, installation and maintenance of EV charging infrastructure.
4. VCE will provide annual reporting on progress, including photos as appropriate, to Davis no later than May 30 of each year of project implementation, starting on May 30, 2020, and continuing while the project is active and until VCE has satisfactorily performed all of its obligations hereunder, including completion of all required EV charger installations and has provided unconditional releases from all contractors performing work for VCE pursuant to this MOU.
5. Upon total Project implementation, and no later than October 31st, 2023, VCE will submit a final report with photographs of the physical construction, including any relevant documentation needed to demonstrate full project delivery. VCE acknowledges that failure to perform on or deliver the required Project as per this MOU may be considered by Davis as a disqualifying factor for future funding collaboration with Davis, and/or as a disqualifying or discounting factor for existing or future projects proposed through SACOG's competitive funding programs. If VCE fails to timely complete the work and expend the MOU funds identified in

Section III(C) below by such time, it shall return any unspent funds to Davis or enter into an agreement with Davis to provide for the expenditure of such funds.

6. VCE will install a minimum of the following:
 - One (1) networked, publicly accessible Level 3 (DC Fast Charger) in downtown City of Winters public property location, within 5 miles of major freeway corridor (I-505), with funding for an optional maintenance contract of up to five years; **OR**
 - Two (2) networked, publicly accessible Level 2 EV Charging stations in Winters on public property, with funding for an optional maintenance contract of up to five years.

If MOU funds remain after the minimum station(s) above are constructed, VCE agrees that all remaining funding will be used for additional Level 2 and/or Level 3 (DC Fast Chargers) in Winters, Davis, Woodland, or Yolo County, either available to the public and/or for exclusive county/municipal use on public property. Such facilities shall be adequately maintained, and VCE may also use MOU funds to enter into a maintenance contract of up to five years.
7. VCE will submit to Davis, within one week of the execution of this MOU, a letter on agency letterhead, signed by General Manager or Board of Directors (as applicable), indicating the names and positions of those authorized to submit reports and request funds.
8. Additionally, Davis will be responsible for implementing remaining Fund Exchange Agreement requirements, including completing minimum remaining quantities of networked, publicly accessible Level 2 and Level 3 (DC Fast Chargers) in City of Davis locations on public property, purchase of mobile solar chargers, and purchase/lease of EVs for implementation of an electric microtransit pilot in Davis.
9. Additionally, Davis will submit progress reports by email to SACOG no less than annually on July 1st of each year the overall project is active, on behalf of the Electrify Yolo Project. Davis will submit a final report of the full Project to SACOG by email, with photographs of the physical construction, including any relevant documentation needed to demonstrate full Project delivery, no later than December 31st, 2023.

C. Funding Allocation of Total Project Award

1. Parties agree to the following Project fund share allocation to VCE from the \$2,912,000 SACOG grant total: \$150,000 for implementation of minimum requirements above.
2. Parties agree that Davis will act as Project fiduciary agent, and will distribute funds to VCE as follows:
 - a. Following provision to Davis of VCE Board of Directors signed Resolution and Budget documentation, Davis will provide 85% of fund share allocation to VCE for implementation of Project minimum requirements above.
 - b. Following provision of VCE final report as noted above, along with an invoice for remaining 15%, Davis will reimburse the final 15% installment.

D. Overall Organization and Coordination among Parties

1. Agency representatives: Each Party will identify one (1) responsible representative and one (1) alternate as Project Representatives who will attend meetings, provide progress reports and coordinate with other Parties as necessary in a timely manner. These individuals will be named in the Agency letter described in III.B.6 of this MOU.
2. Meetings: During the first year after the effective date of this MOU and/or during the Project implementation, the Party Representatives shall meet in person at least quarterly, and/or as necessary to implement the Project, discuss their mutual opportunities and how to best leverage partner resources; identify challenges or areas of concern and identify potential solutions; and explore additional funding or resources for further EV charging infrastructure and improved multi-modal hub development.

IV. GENERAL PROVISIONS

- A. The Parties intend and agree that this MOU, and each and every provision thereof, shall be binding and enforceable upon the Parties according to the terms and provisions specified herein.
- B. This MOU constitutes the entire agreement between the Parties as to the matters referred to herein. Any other terms, promises, provisions, obligations or agreements by or between the Parties shall be enforceable only as set forth in any other applicable written agreement.
- C. VCE shall indemnify, defend and hold harmless the City (Davis), its officers, employees and agents from any and all claims, demands, causes of action, losses,

damages, costs and expenses of any kind arising from its acts or omissions under this MOU, including but not limited to any damage caused by VCE or its contractors to the property of the City(ies). The City(ies) shall indemnify, defend and hold harmless VCE, its directors, officers, employees and agents from any all claims, demands, causes of action, losses, damages, costs and expenses of any kind arising from its acts or omissions under this MOU, including but not limited to any damage caused by the City to the property of VCE.

- D. Public Records Act - Upon its execution, this MOU (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.
- E. Applicable Laws - This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this MOU shall be filed and resolved in a California State court located in Woodland, California. After consultation with the undersigned counsel, each party to this MOU represents and warrants that it authorized and has the capacity to enter into this MOU, and that each signatory to this MOU on its behalf is authorized and has the capacity to sign this MOU on its behalf.
- F. Except to the extent other remedies for default under this MOU are otherwise specified herein, the Parties' obligations under this MOU shall be specifically enforceable, and any non-defaulting party may bring an action for specific performance or any other appropriate relief in the Superior Court. This MOU is not intended, nor shall it, create any right or remedy in any third party.
- G. This MOU may be executed in multiple counterparts and signatures exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and month provided below:

Memorandum of Understanding
Between City of Davis and Valley Clean Energy Alliance to
Implement Electric Vehicle Infrastructure
May 2020

Dated: _____

CITY OF DAVIS

Mike Webb, City Manager

Approved as to form:

Inder Khalsa, City Attorney

Dated: _____

VALLEY CLEAN ENERGY ALLIANCE

Mitch Sears, Interim General Manager

Approved as to form:

Attorney

Attachment A:
SACOG/City of Davis Fund Exchange Agreement



1415 L Street,
Suite 300
Sacramento, CA
95814

916.321.9000
sacog.org

December 18, 2019

Mike Webb, City Manager
City of Davis
23 Russell Boulevard
Davis, CA 95616

Re: "Electrify Yolo" Green Region Project Fund Exchange

Dear Mr. Webb:

This letter confirms the agreement between the City of Davis (City) and the Sacramento Area Council of Governments (SACOG) for a fund exchange transfer between SACOG and City projects to expedite the development of the Electrify Yolo Project. This project was submitted to the SACOG Green Region grant program by Valley Clean Energy and City of Davis, representing three regional partner agencies—Yolo County, City of Davis and City of Woodland.

Background

In December 2018, the SACOG Board of Directors authorized the award of a Green Region grant in the amount of \$2,912,000 to Valley Clean Energy and City of Davis, representing the regional "Electrify Yolo" Project. The Electrify Yolo Project supports electric vehicle infrastructure and improved multi-modal hub development in Yolo County, the City of Davis and City of Woodland. SACOG and the City are committed to implementing the Electrify Yolo Project (YOL19448) in accordance with the terms of the Green Region grant. Suitable local projects and associated local funds have been identified for the fund transfer (from YOL17140, I-80/Richards), such that sufficient local funds are allocated to implement both the Electrify Yolo Project and previous SACOG supported City projects. Funds proposed for an exchange transfer total \$2,912,000.

On January 16, 2019, SACOG, City of Davis and Valley Clean Energy staff discussed the Electrify Yolo Project, which includes the installation of electric vehicle chargers, including Level 2 chargers, DC Fast chargers, and mobile chargers in Davis, Woodland and Yolo County, and the implementation of an electric microtransit pilot in Davis. City staff agreed to work through a contractor Request for Proposals (RFP) process and award the contract using City local funding, per City procurement policies and fund eligibility policies.

Agreement

The City and SACOG now agree that SACOG will program the following in the Metropolitan Transportation Improvement Program: \$2,912,000 in Congestion Mitigation and Air Quality funds (CMAQ) from the Electrify Yolo Project (YOL19448) Green Region grant award to replace an equal \$2,912,000 in local funds into the Richards/I-80 Project (YOL17140). The City and SACOG agree that this exchange will

Auburn
Citrus Heights
Colfax
Davis
El Dorado County
Elk Grove
Folsom
Galt
Isleton
Lincoln
Live Oak
Loomis
Marysville
Placer County
Placerville
Rancho Cordova
Rocklin
Roseville
Sacramento
Sacramento County
Sutter County
West Sacramento
Wheatland
Winters
Woodland
Yolo County
Yuba City
Yuba County

have no net impact for funding implementation for either project. In other words, this is a "dollar for dollar" swap.

SACOG agrees to complete this amendment to the Metropolitan Transportation Improvement Plan by or before January 8, 2020. The City agrees that local funds committed to the projects and funding amounts listed will be reallocated to support and implement the scope of the Electrify Yolo Project.

The Electrify Yolo Project scope includes professional services to site, design, permit, construct, and install between 15 to 40 Level 2 Chargers and 2 to 5 DC Fast Chargers in downtown areas within ½ to 5 miles of major freeway corridors in Yolo County, Davis, and Woodland locations. The Electrify Yolo Project will also fund purchase of 2 to 10 Mobile Chargers of the type similar to "EV ARC" solar standalone charging stations. Additionally, the Electrify Yolo Project will fund an Electric Shuttle Pilot Project in Davis, with purchase or lease of one or more electric vehicles to transport 8 or more people.

The City agrees to submit project status updates to SACOG by email no less than annually on July 1st of each year the project is active. The City agrees that the Electrify Yolo Project will be completed by December 31st, 2023. Upon completion, the City agrees to submit a final report with photographs of the physical construction, including any relevant documentation needed to demonstrate full project delivery. The City acknowledges that failure to perform on or deliver the Electrify Yolo Project may be considered by SACOG as a disqualifying or discounting factor for existing or future projects proposed through SACOG's competitive funding programs.

Sincerely,



José Luis Cáceres

MTIP and Project Delivery Team Manager, SACOG

I, the undersigned, concur with the terms stipulated in the above letter.



Mike Webb
City Manager, City of Davis



Date

VALLEY CLEAN ENERGY ALLIANCE

RESOLUTION NO. 2020-___

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY CLEAN ENERGY ALLIANCE (VCE)
APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN VCE AND THE CITY OF
DAVIS TO RECEIVE FUNDS FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE AND AUTHORIZING INTERIM GENERAL MANAGER IN CONSULTATION WITH
LEGAL COUNSEL TO EXECUTE THE MEMORANDUM OF UNDERSTANDING
AND RELATED DOCUMENTS**

WHEREAS, the Valley Clean Energy Alliance (“VCE”) is a joint powers agency established under the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”), and pursuant to a Joint Exercise of Powers Agreement Relating to and Creating the Valley Clean Energy Alliance between the County of Yolo (“County”), the City of Davis (“Davis”), the City of Woodland and the City of Winters (“Cities”) (the “JPA Agreement”), to collectively study, promote, develop, conduct, operate, and manage energy programs;

WHEREAS, in August 2018, VCE joined with the cities of Davis and Woodland and Yolo County to apply for a \$2.9 million grant from the Sacramento Area Council of Governments (SACOG) to install electric vehicle charging infrastructure in Yolo County;

WHEREAS, the regional grant application was approved by the SACOG Board of Directors in December 2018, with the project titled “Electrify Yolo”, and to be completed by December 31, 2023;

WHEREAS, in December 2019 a fund exchange agreement between SACOG and the City of Davis (Davis) was approved by SACOG and the Davis City Council approved the agreement at the end of January 2020;

WHEREAS, each jurisdiction (Woodland, Yolo County, VCE) will have a Memorandum of Understanding (MOU) with the Davis and will be responsible for implementing their own projects, with Davis taking the lead on reporting project progress to SACOG;

WHEREAS, VCE is responsible for implementing electric vehicle charging infrastructure in the City of Winters; and,

WHEREAS, the MOU between VCE and Davis is to fund the implementation of the electric vehicle charging project, is in the amount of \$150,000 of which 85% will be provided after submitting a letter requesting it and 15% will be distributed upon completion of the project, with any unused funds being returned back to the City of Davis.

NOW, THEREFORE, the Board of Directors of the Valley Clean Energy Alliance resolves as follows:

1. The MOU between VCE and the City of Davis to receive funds in the amount of \$150,000 for the installation of electric vehicle charging infrastructure per the SACOG grant is hereby approved.
2. The Interim General Manager, in consultation with legal counsel, is authorized to execute the MOU and any other related documents and processes to implement this project.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the Valley Clean Energy Alliance, held on the ___ day of _____ 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Don Saylor, VCE Chair

Alisa M. Lembke, VCE Board Secretary

Attachment A: Memorandum of Understanding between VCE and City of Davis – SACOG Grant

Attachment A

**Power Purchase Agreement with
Yolo County Flood Control and Water Conservation District
(Redacted)**