



Agenda Item No. 10.

Staff Report

Date: January 13, 2022

To: Mayor Robbins and Council Members

From: Patrick Streeter, Planning and Building Director

Subject: Acceptance of Grant Funds and Participation in the Ride and Drive Clean Marin Campaign

Recommendation

It is recommended that the Town Council authorize the Town Manager to execute an agreement with the Transportation Authority of Marin accepting grant funding in the amount of \$4,500 and to execute a consultant services agreement with Cool the Earth for participation in the Marin shared services Ride and Drive Clean campaign.

Background and Discussion

In 2010, Marin voters approved the authorization of Measure B, which gave TAM the responsibility of administering the proceeds from a \$10 increase in the vehicle registration fee to fund transportation related projects and programs in Marin County. Pursuant to TAM's Measure B Strategic Plan, TAM requested letters of interest from Marin jurisdictions for funds to promote the environmental benefits of electric vehicles. On August 13, 2021, the Town of Ross provided a letter of interest to TAM for funding toward outreach and education encouraging and facilitating walking/biking, use of transit, and transitioning from gasoline to electric vehicles. On September 24, 2021, the Town of Ross was informed that an allocation of \$4,500 in Measure B funds was approved. The funding agreement is attached to this report.

Town staff proposes to use the allocated funding to contract with a nonprofit, Cool the Earth, to develop and implement the Ride and Drive Clean Campaign to increase alternative fuel vehicles in Ross and throughout the region. The goal of the project, which will take place spring 2022, is to educate and engage Ross residents on electric vehicles and other forms of clean transportation. The project will feature promotion of EV Awareness Month, web-based landing page with campaign metrics, EV Car and E-bikes Shows, live EV 101 webinars, marketing materials promoting the campaign, car shows, and webinars, partner promotion, and reporting. All eleven

incorporated towns and cities, as well as the County of Marin have expressed interest in participating in the 2022 Ride and Drive Clean Campaign.

This outreach campaign will advance Ross' low-carbon transportation goals in its Climate Action Plan and is consistent with the Town's newest Town Goal: promote environmental stewardship.

Alternative actions

The Town Council may direct staff to apply the funds differently or continue the item for further discussion.

Fiscal, resource and timeline impacts

TAM has granted \$4,500 to the Town of Ross for the purposes of increasing awareness of the benefits of electric vehicles. There is no time limit for the expenditure of these funds, however TAM recommends that recipients pursue shared services with other jurisdictions. As mentioned earlier in this report, all other Marin jurisdictions have agreed to participate in the Ride and Drive Clean campaign which is scoped to run from March to May, 2022. The proposal from Cool the Earth under consideration would require payment of \$2,500 at signing of the contract and \$2,500 after all deliverables have been met.

Environmental review

These proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378.

Attachments

1. TAM Funding Agreement
2. Ride and Drive Clean Marin Shared Services proposal
3. Standard Consultant Services agreement

ATTACHMENT 1

TAM AGREEMENT A-FY22-21

FUNDING AGREEMENT BETWEEN TRANSPORTATION AUTHORITY OF MARIN AND TOWN OF ROSS

This AGREEMENT is made this 24th of September 2021, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," a local public agency, and the Town of Ross, hereinafter referred to as "RECIPIENT," a local public agency.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure B at the General Election held on November 2, 2010, thereby authorizing that TAM be given the responsibility to administer the proceeds from a \$10 increase in the vehicle registration fee to fund transportation-related projects and programs in Marin County.
2. The proceeds will be used to pay for the programs and projects outlined in the Measure B Expenditure Plan.
3. TAM has developed a Strategic Plan to provide guidance on implementing the Measure B Expenditure Plan.
4. According to the Measure B Strategic Plan, twenty-five percent (25%) of funds will be distributed to projects and programs to reduce congestion and pollution through support and promotion of alternative fuel vehicles and infrastructure under Element 3.
5. TAM funds were requested by local jurisdictions under Element 3 to fund local outreach efforts that can support local jurisdictions Climate Action Plans and TAM Alternative Fuel program goals to promote the environmental benefits of electric vehicles.
6. TAM requested letters of interest from local jurisdictions and received interest from all 12 Jurisdictions in conducting outreach efforts to support TAM's program goals to increase the awareness of the benefits of Electric Vehicles and excluding direct funding to consumers to purchase vehicles or discount vehicle prices.
7. TAM recommends that RECIPIENT leverages TAM funding with air district, MCE or other funding, including shared services with other jurisdictions or joint actions to maximize the value of these funds to all jurisdictions.
8. TAM also encourages local jurisdictions to set clear goals around what constitutes success, and to consider equity in outreach efforts to ensure actions to include low income, minority or equity priority communities are targeted in outreach efforts.
9. These recommendations were approved for funding by the TAM Board on September 23, 2021.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between TAM and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and TAM policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. PROJECT DEFINITION AND SCOPE

This AGREEMENT, approved by TAM Board on September 23, 2021, in accordance with the requirements of TAM's Measure B Expenditure Plan and Strategic Plan, is made for the funding of the following project ("PROJECT") identified in the RECIPIENT's Project Information Sheet (Attached):

- **Project Information Sheet**

Additional information on project scope is included in the Project Information Sheet, referenced as Exhibit A.

SECTION 4. GRANT

TAM hereby grants to the RECIPIENT the sum of \$4,500 in Measure B funds ("FUNDS") as approved by TAM Board on September 23, 2021.

SECTION 5. COST ELIGIBILITY

Cost eligibility shall be determined by TAM's Strategic Plan policies. All costs incurred by RECIPIENT prior to the date of execution of this AGREEMENT shall be ineligible for reimbursement by TAM. Any waiver of cost eligibility policies must be included in RECIPIENT's Exhibit A approved by TAM.

SECTION 6. BUDGET AND SCOPE

RECIPIENT shall maintain a project or program budget. RECIPIENT shall carry out the project and shall incur obligations against and make disbursements of the grant in conformity with TAM's requirements and the budget. The project or program budget may be revised from time to time through the submission of a revised budget to TAM.

RECIPIENT may not make any changes to the scope of the PROJECT without prior written approval of TAM. Approval by TAM of a change of scope shall not constitute an increase in the grant amount unless additional funds are specifically provided.

SECTION 7. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with TAM's resolution allocating the grant unless otherwise agreed upon in writing.

SECTION 8. PROJECT OVERSIGHT

RECIPIENT shall cooperate with TAM's project management team and shall provide any requested PROJECT information.

SECTION 9. ATTRIBUTION AND SIGNAGE

If any portion of grant FUNDS is used for production of reports or print materials, acknowledgment of the TAM's role in funding the PROJECT shall be included in the documents, identifying Measure B Funds and TAM as a funding source.

For non-construction capital purchases funded by any portion of grant FUNDS, RECIPIENT shall affix permanent signage identifying TAM and Measure B Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of reimbursement for project expenses.

SECTION 10. PRESS RELEASES

RECIPIENT shall notify TAM in advance of any press releases about project activities, particularly groundbreakings and ribbon cuttings, in connection with grant FUNDS expended pursuant to this AGREEMENT.

SECTION 11. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this AGREEMENT, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 12. ENVIRONMENTAL COMPLIANCE

RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements and reports, and memoranda of agreement) and comply with any conditions imposed as a part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in this AGREEMENT by reference. Recipient shall be responsible for obtaining all necessary environmental permits for performance of work.

SECTION 13. FINANCES

All costs charged to the PROJECT shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to TAM.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the PROJECT shall be maintained by RECIPIENT for a period of three (3) years after the later of project closeout or termination of grant. Such project documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the PROJECT.

SECTION 15. REIMBURSEMENTS

Payment shall be made by TAM for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of this AGREEMENT. Payment to RECIPIENT of the grant shall be upon written approval by TAM, upon submittal by RECIPIENT of appropriate support documentation and identification of expenses incurred.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in Exhibit A, and that RECIPIENT is in compliance with TAM's requirements mentioned in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend FUNDS only on eligible expenses as follows: operating costs, direct staff time (salary and benefits), consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. FUNDS shall also be expended according to the applicable provisions of the Expenditure Plan and of the Public Utilities Code Section 180000 et seq.

SECTION 17. AUDITS

TAM reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. TAM will give advance notice of the requirement. RECIPIENT shall permit TAM, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the PROJECT, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the PROJECT.

SECTION 18. THIRD PARTY CONTRACT AUDITS

TAM reserves the right to request an audit of other third-party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TAM.

SECTION 19. RESCISSION OF AUTHORIZATION OF FUNDS

TAM reserves the right to rescind its authorization of that portion of the grant FUNDS that are unneeded prior to, or at the time of, project closeout. FUNDS are determined to be unneeded if they are uncommitted at time of project closeout. Uncommitted funds are FUNDS that have been authorized but are in excess of that total eligible costs incurred by RECIPIENT.

SECTION 20. TERMINATION FOR CAUSE

Except as provided by Section 24 below, RECIPIENT agrees that, upon ten (10) working days written notice, TAM may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Expenditure Plan or Exhibit A Project Information Sheet, unauthorized use of grant FUNDS as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the PROJECT shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay TAM any unexpended FUNDS already distributed.

SECTION 21. CORRECTION OF BREACH

Notwithstanding the provision of Section 23 above, with respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by TAM.

SECTION 22. LIABILITY

Neither TAM nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold TAM harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, or jurisdiction delegated to RECIPIENT under this AGREEMENT.

Neither RECIPIENT nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, TAM shall fully defend, indemnify and hold RECIPIENT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring in by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT.

In the event of concurrent negligence of RECIPIENT and TAM, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

SECTION 23. OBLIGATIONS

TAM agrees that any eligible cost incurred by RECIPIENT prior to the termination of this AGREEMENT shall be reimbursed to the extent that such costs could not be avoided by RECIPIENT upon receipt of notice of termination.

SECTION 24. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 25. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 26. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of TAM. None of RECIPIENT'S agents or employees shall be agents or employees of TAM.

SECTION 27. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 28. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of TAM or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 29. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use grant FUNDS, or other TAM programmed funds, for the aforementioned purpose.

SECTION 30. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 31. EXHIBIT

The following Exhibits are hereby made part of this AGREEMENT:

1. EXHIBIT A: Project Information Sheet

SECTION 32. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept TAM's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

Town of Ross:

Transportation Authority of Marin (TAM):

By: _____

By: _____

Anne Richman, Executive Director

Print Name

Print Title

Approved as to form (optional):

By: _____
Town of Ross

Print Name

EXHIBIT A: Project Information Sheet

ATTACHMENT 2

12/20/21

This contract between Cool the Earth and the Town of Ross (the Town) confirms participation in the county-wide 2022 Ride and Drive Clean Campaign (RADC) for accelerating the adoption of clean transportation. This shared services campaign will be valuable to Ross residents and will help the Town reach its Climate Action Plan goals. While the campaign is county-wide, Cool the Earth will provide each jurisdiction custom marketing materials and a report on engagement and outcomes.

By joining the RADC Campaign, the Town agrees to apply the \$4,500 Measure B funds provided by Transportation Authority of Marin (TAM) toward the RADC program. The Campaign will run in March and April, 2022 and all deliverables will be completed by May 30, 2022. The Town will pay Cool the Earth \$2,250 at the signing of the contract and the remaining \$2,250 after all deliverables have been met. At the end of the campaign, Cool the Earth will provide a detailed invoice that the Town may use to obtain payment from TAM.

Please provide a signed copy of this contract and, if applicable, a service agreement / vendor contract by January 07, 2022.

Thank you,

[Carleen Cullen](#)
Executive Director
ccullen@cooltheearth.org

[Annika Osborn](#)
Community Outreach and Program Director
aosborn@cooltheearth.org
415.286.1077

Signatures and Dates

Patrick Streeter
Planning and Building Director
Town of Ross

Carleen Cullen
Executive Director
Cool the Earth



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Ride and Drive Clean Marin Campaign

Marin County Jurisdiction Proposal

December 2021

Each Marin County jurisdiction has established a Climate Action Plan with goals to reduce carbon emissions. These plans note that emissions from passenger vehicles are the single largest source of GHG in the county and EV adoption has been called out as a key strategy to reduce emissions. Since 2006, Cool the Earth, a grassroots Marin County nonprofit, has been managing carbon reducing programs with a focus on getting people out of gas cars. We propose a county-wide clean transportation campaign, Ride and Drive Clean Marin, in all jurisdictions, with a goal of greatly reducing emissions. Ride and Drive Clean (RADC) will provide education and motivation to help residents replace their gas cars with clean transportation options like walking, carpooling, biking, taking public transportation, and if residents require a car, making their next car electric.

Summary of Proposal:

Ride and Drive Clean will create a consumer-facing campaign for each jurisdiction to help reach the goals of their climate action plan. The campaign is comprised of shared services across Marin County that include educational webinars and community EV and e-bike shows with custom outreach and grassroots organizing, a county-specific website, and on-going engagement and communications.

Jurisdiction Engagement:

We recognize that staff time is limited. Ride and Drive Clean is a turnkey campaign that requires little staff time other than sharing campaign events with constituents through your communication channels like newsletters, social media posts, website, and announcements at meetings. Ride and Drive Clean will provide all necessary marketing assets, including copy and graphics. We encourage all jurisdictions and the county to declare March “EV Awareness Month” to elevate the messaging and kick off this campaign.

Past Outcomes:

- Engaged 5,000 Marin residents
- Engaged 800 people in disadvantaged communities
- Influenced 400+ drivers to switch to EV, reducing CO2 emissions by more than 1,200 metric tons per year
- Obtained 1,900 commitments to make next car electric (24% from disadvantaged communities)
- Established deep partnerships with over 50 Marin-based nonprofits, cities, and agencies

Timeline

- November: Proposal review
- **December 1: deadline for Jurisdictions to provide verbal commitment to RADC**
- January 07, 2022: final contract execution
- January: program planning commences
- March: Campaign Launch, declare “EV Awareness Month”
- March - April: consumer outreach; EV and E-bike shows; EV and e-bike webinars
- May: Reporting and Invoicing

Shared Services Model

A shared services model enables financial efficiency and community success by engaging with residents in jurisdictions across the county. With all jurisdictions participating, we will leverage our resources for the greatest impact possible throughout Marin County.

COVID-19 Safety:

All in-person events will follow the guidelines of Marin Health and Human Services regarding masks and vaccination status.

Proven Program

To convert consumers from EV interest to acquisition or convince them to make their next car electric or switch to an e-bike, they need accurate, up-to-date and unbiased information from trusted sources. Consumers also need tools and resources to guide them every step of the way. Ride and Drive Clean plays a vital role in the transition by providing consumers with unbiased information and guidance they can trust. The e-mobility ecosystem has been improving dramatically, yet ***consumer perceptions have not kept up and are often inaccurate and out-of-date***. Ride and Drive Clean has demonstrated that consumer education and engagement change those perceptions and build drivers' commitment to make their next car electric or use other clean transportation.

Program Deliverables

The Ride and Drive Clean Marin Campaign is a multi-pronged approach to help residents choose clean transportation options (with a focus on EVs and e-bikes). In turn, this program will help each jurisdiction and the county as a whole reach its Climate Action Plan goals. Since switching to new technology, electric vehicles, can be more complex than familiar technology, like gas cars, our campaign provides multiple engagement opportunities for Marin residents during the two month campaign and will offer ongoing engagement throughout the cycle of change.



Ride and Drive Clean Marin Campaign Overview

- 3 EV and E-bike Shows
- 5 Educational Webinars with expert “Ask Me Anything EV”
 - Virtual Ride and Drive
 - Jurisdictions invited to host breakout room
 - EV 101 Marin County Webinar
 - EV Financial Incentives for Equity Webinar (bilingual)
 - EVs for Multi-Unit Dwellers
 - EV 102 Webinar
- Partner and Volunteer Management
- Custom Marin County Webpage
- Custom Marketing Materials For Each Jurisdiction
- Marketing Outreach
 - Email to Ride and Drive Clean database
 - Social media, organic, and paid ads
 - Outreach to local organizations
 - Partners
 - Community Channels
 - Up to \$10,000/month in Google Search ads
- Tracking and Reporting on Program Impact and Key Outcomes by Jurisdiction
- Ongoing Engagement

Program and Expense Details

3 EV and E-bike Shows - Northern, Central, and Southern Marin

- Community volunteers bring their vehicles and share their experiences with prospective EV and e-bike consumers
- EV experts educate attendees on EV basics like charging and incentives

Expenses include staff time for:

- Event planning: identifying date and location; negotiation of terms with property owner; all logistics
- Recruitment, training and management of volunteers
- Signage, rentals, and insurance
- Event communications, including posting events on website, segmenting and linking event registrations to database, and follow-up communications
- Execution and delivery of event



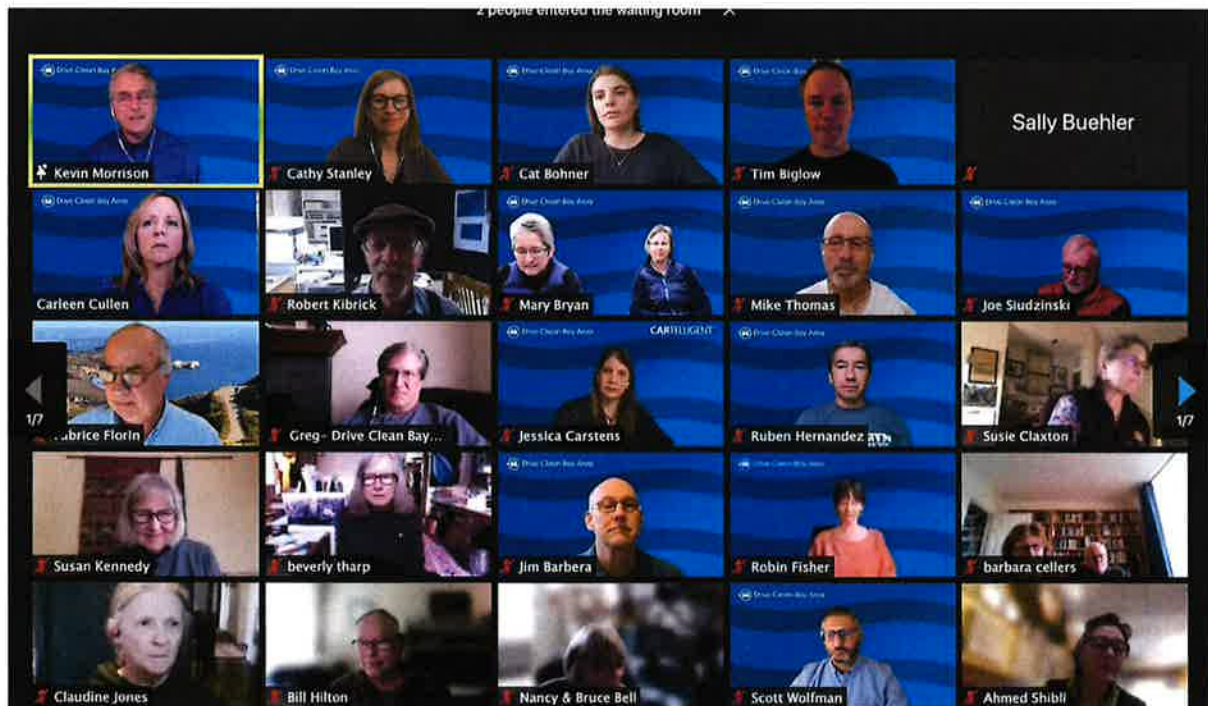
Program and Expense Details (Cont.)

Educational Webinars With Expert “Ask Me Anything EV”

- EV/e-bike Basics: benefits of going electric, current and coming vehicles, incentives, and charging with clean / affordable energy
- Public charging in Marin County
- Metrics - EV registrations by county / jurisdiction
- Marin County and jurisdiction goals and progress toward GHG reductions
- EV/ e-bike owner spotlights
- Special topics featured in various webinars: Virtual Ride and Drive (Jurisdiction host breakout rooms), EV Financial Incentives for Equity (bilingual), EVs for Multi-Unit Dwellers, and EV 102 for new EV owners

Expenses include staff time to:

- Schedule and coordinate event dates and programs (i.e. breakout rooms, guest speakers.)
- Set up registration and web page for each event
- Coordinate Marin EV and E-bike Owners Spotlights
- Update content - vehicles and incentives
- Deliver presentation
- Create and send follow-up communications



Program and Expense Details (Cont.)

Tracking and Reporting on Program Impact and Key Outcomes by Jurisdiction

- Event registrations
- Pre and post surveys
- Commitments for clean transportation

Expenses include staff time to:

- Create and execute surveys
- Track, analyze, and report on data

Ongoing Engagement

- Ongoing direct email communications with all event registrants.
 - Updates on latest vehicles, charging, and incentives
 - Invitation to attend Ride and Drive Clean events

Expenses include:

- Staff time to write, produce, and deliver communications

Program and Expense Details (Cont.)

Partner and Volunteer Management

- Recruitment, engagement and support of local NGOs to promote campaign events and activities to their constituencies
- Identifying, recruiting and managing local volunteers to support events and activities

Expenses include staff time to:

- Outreach to NGO partners and volunteers
- Provide assets to partners with unique tracking
- Provide ongoing support and communication for partners and volunteers

Custom Marin County Campaign Webpage

In addition to our robust website with EV and E-bike Buying and Driving Guides, Events,

- Metrics for all registered vehicles and registered EVs in each Jurisdiction (to be included on new County landing page)
- Link to each jurisdiction's homepage
- Video spotlight of local EV driver
- Pledges for clean transportation will be tracked and reported upon as measure of engagement and campaign impact

Expenses include staff time to:

- Research vehicle data, participants, pledges
- Update website with content and links to

Program and Expense Details (Cont.)

Custom Marketing Materials by Jurisdiction

Marketing materials will be provided to each jurisdiction to promote the campaign digitally and will include:

- Suggested copy and graphics for newsletter and social media
- Marin EV/E-bike owner spotlight video

Expenses include:

- Staff time to develop messaging, marketing assets with design firm
- Staff time for video production: identify and recruit EV/E-bike owners; script, film, and edit video.

Marketing Outreach

- Targeted emails to Drive Clean Bay Area distribution list
- Outreach to Local Organizations
 - Partners: nonprofits, sustainability commissions, agencies, etc.
 - Community Channels: neighborhood organizations, schools, faith-based groups, workplaces, etc.
- Social media, organic, and paid ads
- Up to \$10,000/month in Google Search ads

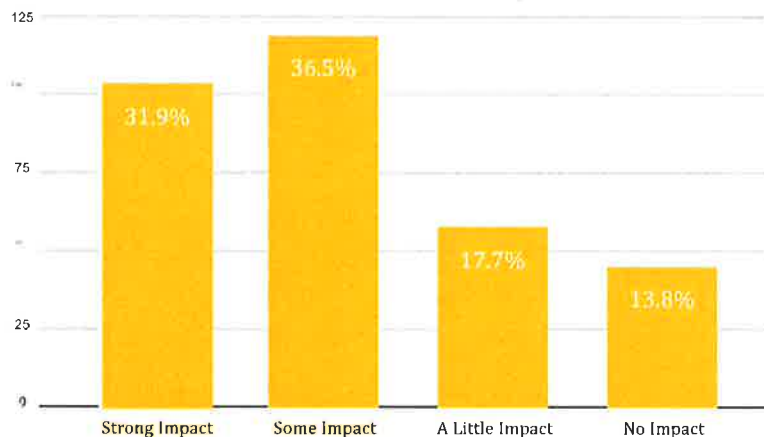
Expenses include:

- Staff time to develop and implement email marketing campaign
- Staff time for marketing and outreach to community channels
- Staff time for production of social media posts and paid ads
- Cost for targeted ad placement

Ride and Drive Clean Impact

- Built over 100 partnerships with cities, CCAs and utilities, and environmental, health, and faith-based non-profits who use their channels to reach diverse communities.
- Collected more than 10,000 contacts, including:
 - 5,000 Marin residents
 - 800 people in disadvantaged communities
 - 4,000 contacts have attended a Ride and Drive Clean (formerly Drive Clean Bay Area) EV event
 - 400+ consumers, influenced by our campaign, have purchased an EV (reducing CO2 emissions by more than 1,200 metric tons per year (X 15 years) - source: cleanenergy.org)
- Obtained 1,900 commitments to make next car electric (24% from disadvantaged communities)
- Reported by attendees: 86% said our work had an impact on switching to an EV or e-bike
- Developed and executed EV Discount Campaigns resulting in 200 EV purchases with an average savings of \$2,000 per vehicle
- Reached via social media: 18,000 viewers each month, 200 organic posts through 8 social media accounts. For supporting program outreach, we utilize paid posts to targeted communities, during which our reach has exceeded 2000 viewers per day.

How much of an impact did Ride and Drive Clean have on your decision to buy/switch to electric or use an e-bike for transportation?



Opportunity

Current EV Adoption in Marin County remains low and there is considerable opportunity, especially with the county goal for ZEV adoption at 45% by 2030.

Jurisdiction	Total ZEV Pop.	Total Vehicle Pop.	% of ZEVs
City of Belvedere	1,531	18,979	8.06%
Town of Corte Madera	890	13,565	6.50%
Town of Fairfax	373	7,013	5.30%
City of Larkspur	1,480	22,907	6.40%
City of Mill Valley	2,077	24,547	8.46%
City of Novato	2,031	51,230	3.96%
Town of Ross	202	1,864	10.83%
City of San Rafael	1,488	33,418	4.45%
City of Sausalito	633	9,316	6.79%
Town of San Anselmo	888	12,056	7.36%
Town of Tiburon*	1,531	18,979	8.06%
Unincorporated Territory	963	12,475	7.71%

Source: DMV, Q3 2021 data

About Us

Ride and Drive Clean (formerly Drive Clean Bay Area) is a campaign of Cool the Earth, a Marin-based grassroots non-profit organization which has been educating and inspiring collective climate action with programs and campaigns since 2006. Cool the Earth is the backbone of the Ride and Drive Clean Campaign. The campaign is an endorsed project of Drawdown Marin.

The Drive Clean team consists of EV experts and educators who understand the EV ecosystem and stay up to date on all things EV in order to provide the most current EV and E-mobility information to our audiences.

Q&A

Q: What if my jurisdiction does not contract with Ride and Drive Clean?

A: Residents in your jurisdiction will be allowed to attend events, but as fee-only participants. Your residents and businesses would not be included in any outreach, including targeted ad campaigns, and marketing/outreach efforts. Lastly, the web page would not include your jurisdiction's baseline numbers and progress. Our goal is to deliver a high-impact County-wide campaign.

Q: What is the timing for this campaign?

A: Please provide a verbal commitment to contract with Ride and Drive Clean by Dec 1st. Program outreach will begin Q1 2022 and programs will take place during March and April 2022

Q: What will my jurisdiction's role be in the rollout of the campaign?

A: Promoting events through your jurisdiction's channels, such as newsletters, email and social media/NextDoor posts.

Ride and Drive Clean

Budget

Event	Frequency	Hours/Event	Total Labor	Cost per Jurisdiction
Delivery of Educational Events				
Virtual Ride and Drive	1	22	\$1,650	\$138
EV101	1	6.5	\$488	\$41
Financial Incentives webinar (bilingual)	1	24	\$1,800	\$150
EVs for MUD	1	8	\$600	\$50
EV102	1	8	\$600	\$50
EV Car and E-bike Shows	3	110	\$24,750	\$2,063
Custom Marin Webpage				
Web page + updates	1	44	\$3,300	\$275
Tracking/Reporting				
Tracking and reporting	1	60	\$4,500	\$375
Outreach				
Custom marketing materials	1	70	\$5,250	\$438
Social media promotion and ad placement	1		\$5,000	\$417
Marketing channels	1	50	\$3,750	\$313
Communications	1	30	\$2,250	\$188
TOTAL			\$53,938	\$4,495

Note: The campaign is a complete package and is not available by individual program elements. This proposed program and budget is based on the assumption that all 12 jurisdictions participate in the Ride and Drive Clean Campaign. If this is not the case, programming may be modified to reflect the collective funding received. To leverage shared services throughout Marin County, all jurisdictions are encouraged to participate.

----- END -----

ATTACHMENT 3

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Ross, California, as of [DATE], by and between the Town of Ross, a municipal corporation (the "TOWN") and XX ("CONSULTANT"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the TOWN professional planning services as described in Exhibit "A".

2) **PAYMENT**. TOWN shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the TOWN in the manner specified in Exhibit "B."

3) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

4) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

5) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

6) **TERM**. This Agreement shall commence on [DATE] and shall terminate on [DATE] unless extended by the mutual written agreement of the parties.

EXECUTED as of the day first above-stated.

Town of Ross, a municipal corporation

By: _____

CONSULTANT

By: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT “B”

PAYMENT

1. The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

<u>Personnel</u>	<u>Hourly Rate</u>
XX	XX

2. Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the TOWN for the same.
3. Any changes in the scope of work beyond that set forth in Section 1 of the Agreement and Exhibit “A” requested by either TOWN or CONSULTANT must be made in writing and approved by both parties.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of TOWN. TOWN shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, TOWN shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to TOWN that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to TOWN that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

4) CONSULTANT NOT AN AGENT. Except as TOWN may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of TOWN in any capacity TOWN whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind TOWN to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) SUBCONTRACTING. CONSULTANT shall not subcontract any work or services under this Agreement without the express written consent of the TOWN. It is mutually understood and acknowledged that TOWN is entering into this Agreement with CONSULTANT in specific reliance on its professional qualifications.

7) PERSONNEL. Designation of additional or different personnel beyond those listed in Exhibit "A" by CONSULTANT shall not be made without the prior written consent of the TOWN. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TOWN, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from TOWN of the desire of TOWN for the removal of such person or persons.

8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and

according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to TOWN pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. TOWN shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

9) ACCOUNTING RECORDS. CONSULTANT shall maintain accounting records and other evidence pertaining to services performed under this Agreement, which records and documents shall be kept available during the term of this Agreement and thereafter for three years from the date of final payment.

10) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the TOWN at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of TOWN.

11) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the TOWN.

12) CONFIDENTIALITY. In the course of providing services to TOWN, CONSULTANT may have access to confidential information, disclosure of which is protected or limited by law. CONSULTANT shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of this Agreement or as otherwise authorized by the prior written consent of the TOWN.

13) INDEMNIFY AND HOLD HARMLESS.

a) To the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the TOWN, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not

such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

14) PROHIBITED INTERESTS. No employee of the TOWN shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the TOWN if this provision is violated.

15) LOCAL EMPLOYMENT POLICY. The TOWN desires wherever possible, to hire qualified local residents to work on town projects. Local resident is defined as a person who resides in Marin County. The TOWN encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

16) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the TOWN executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to TOWN to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the TOWN. At the option of the TOWN, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TOWN, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The TOWN, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the TOWN, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the TOWN, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the TOWN, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the TOWN, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the TOWN.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the TOWN.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the TOWN with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the TOWN or on forms equivalent to CG 20 10 11 85 subject to TOWN approval. All insurance certificates and endorsements are to be received and approved by the TOWN before work commences. At the request of the TOWN, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.