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ATTACHMENT A

SOUTHERN CALIFORNIA EBD
COALITION 2025 CEC EBD PROGRAM
AS ADMINISTERED BY THE COUNTY OF
LOS ANGELES IN THE SOUTHERN
REGION

MEMORANDUM OF UNDERSTANDING

Southern California EBD Coalition 2025 CEC EBD Program as Administered by the County of Los Angeles in the Southern Region

This Memorandum of Understanding (MOU) is by and between the County of Los Angeles, a political subdivision of the State of California (“County”), through its Internal Services Department (ISD), Office of Energy and Environmental Services (EES) individually and on behalf of the County of San Diego (COSD) for the County to co-fund with COSD to implement certain energy efficiency upgrades in relation to the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) Direct Install Program in unincorporated San Diego County residential buildings and facilities, based upon the following recitals. The County and COSD are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, The County is the administrator of, and the contracting agent for, the EBD Program in the Southern California region; and

WHEREAS, The CEC authorized for the implementation of the EBD Program by the County on December 17, 2024 to continue through December 31, 2029; and

WHEREAS, In compliance with CEC orders, the Programs Agreement designates the County individually and on behalf of the CEC, as the fiscal manager for the Southern California EBD Coalition; and

WHEREAS, The County seeks to implement the EBD Program that will lead to long-term, sustainable benefits to participating residences throughout the Southern California Region; and

WHEREAS, As authorized by the CEC, the County has the independent authority to design, manage and deliver Southern California EBD Coalition programs and initiatives; and

WHEREAS, As authorized by the County’s Board of Supervisors on December 17, 2024, the Director of the County’s ISD, or his designee, has delegated authority to enter into MOUs with other public entities as may be necessary or desirable to support implementation and administration of any of the energy efficiency programs under the Programs Agreement; and

WHEREAS, The County and the COSD desire to leverage the project management and technical service capabilities of the Southern California EBD Coalition to assist in designing and implementing the CEC EBD Direct Install Program for additional residential buildings and facilities within the unincorporated areas of COSD beyond the identified community focus areas approved by the CEC;

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the Parties further agree as to the following:

I. General Provisions

- A. The County and COSD are jointly referred to herein collectively as the “Parties,” and individually as “Party.”
- B. The Parties agree that all work contemplated under this MOU related to the EBD Program must be consistent with the applicable terms and conditions in the Programs Agreement.

- C. This MOU shall commence on the earliest date of approval by all Parties, and shall continue to the end of the Southern California EBD Coalition program as defined under the CEC Program Agreement. The ending date of the Southern California EBD Coalition may be impacted by any other relevant CEC determinations or the completion of the program or its dollars.
- D. This MOU applies only to work performed by the Southern California EBD Coalition on behalf of COSD for additional residential buildings and facilities within the unincorporated areas of COSD where COSD has land use jurisdiction.
- E. Either Party may terminate this MOU for cause or convenience by providing the other Party with thirty (30) days prior written notice.

II. Responsibilities of each of the Parties

A. County of Los Angeles – Southern California EBD Coalition

- 1. County will administer the EBD Program pursuant to the terms of the Programs Agreement and will provide eligible energy efficiency upgrade equipment and services to additional unincorporated areas of COSD.
- 2. Southern California EBD Coalition will deliver project analysis, procurement, financing and implementation services and documents for energy efficiency projects.
- 3. Southern California EBD Coalition will provide project management and technical services for eligible energy efficiency projects at no cost to the additional residential buildings and facilities in unincorporated areas within COSD.
- 4. Southern California EBD Coalition will provide project management and technical services for energy efficiency projects on a time and materials cost basis, which will be reimbursed to the County by the COSD, for additional residential buildings and facilities in unincorporated areas within COSD.
- 5. The County will submit monthly invoices to COSD for labor and expenses related to energy efficiency project work in additional unincorporated areas within COSD with the following information: subtask description, title of staff providing labor, number of hours worked, date of hours worked, description of work and detailed description of direct expenses with back-up documentation.

B. County of San Diego

- 1. COSD will provide the name of a COSD point-of-contact to the County who will be responsible for the COSD's project management and program administration tasks.
- 2. COSD will participate in the identification of energy efficiency projects located within COSD's land use jurisdiction and assist in the development of a final Scope of Work and corresponding budget that must be approved in writing by both the COSD and the County before work commences.
- 3. COSD will obtain and share data requested by the County regarding COSD's residential building energy usage and other building and facility technical information.
- 4. COSD will pay for project management, technical services, and any other agreed-upon services provided by the Southern California EBD Coalition for additional energy efficiency projects for residential buildings and facilities in unincorporated areas within COSD on a time-and-materials basis.
- 5. County shall invoice COSD monthly for completed and accepted services performed in the prior calendar month.
- 6. COSD will submit payment to the County for services provided under this MOU within 30 days of receipt of invoice from the County.

III. Indemnification and Resolution

- A. By the County. The County shall indemnify, defend and hold harmless COSD, and their respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof, to the extent that such Claims arise from or are caused by the County's act(s) and/or omissions(s) related to or in connection with its obligations under this PIOU/Southern California EBD Coalition Agreement, the Original this Agreement, or by the act(s) and/or omission of the County's employees, Subcontractors, or agents related to or in connection with this Agreement.
- B. By COSD. COSD shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all third-party liability (including expenses, claims, losses, damages, liabilities or actions in respect thereof) to the extent caused by COSD's act(s) and/or omissions(s) related to or in connection with its obligations under this Agreement.
- C. The obligations of each Party under this Section shall survive the termination of this Agreement.
- D. If a dispute arises out of, or in connection with this Agreement, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.
- E. All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

For the County of Los Angeles

Signed: _____

Date: _____

For the County of San Diego

Signed: _____

Date: _____

Attachment 1: Scope of Work and Additional Sites for Equitable Building Decarbonization Program Implementation
Attachment 2: Budget

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING

Scope of Work and Additional Sites for Equitable Building Decarbonization Program Implementation

The primary objective of this Scope of Work is to outline the roles, funding, and additional services areas for County of San Diego (COSD) participation in the California Energy Commission (CEC) Equitable Building Decarbonization Direct Install (EBD) Program in the Southern Region, administered by the County of Los Angeles (County). The EBD Program will accelerate large-scale residential building decarbonization efforts in Southern California for single-family homes, multifamily properties, manufactured housing, and public housing in under-resourced communities in approved Community Focus Areas. The Program includes community-based organization and Partner-led marketing, outreach, and education and direct installation of energy efficiency measures administered by the Southern California EBD Coalition. The Southern California EBD Coalition will provide project management of the participating eligible households or residential properties in Community Focus Areas, including those identified within the unincorporated areas of San Diego County, for the implementation of the EBD direct installations.

COSD will provide the County with \$500,000 in funding towards EBD direct installations of energy efficiency measures to eligible census tracts within the unincorporated areas of COSD that are in addition to those already identified by the CEC's Initial Community Focus Areas list. If more funding becomes available, COSD may provide additional funds to the County for EBD direct installations of energy efficiency measures to eligible census tracts within the unincorporated areas of COSD that are in addition to those already identified by the CEC's Initial Community Focus Areas list.

Existing household or residential property eligibility criteria has been set by the CEC's EBD program guidelines and must be located within an under resourced community as defined by the following geographic areas using the California Air Resources Board's Climate Investment Priority Populations Map¹:

- Disadvantaged communities designated by the California Environmental Protection Agency for purposes of Senate Bill 535 (De León, Chapter 830, Statutes of 2012)¹³ (required for at least 65 percent of expenditures in each of the northern, central, and southern regions)
- Census tracts with median household incomes at or below 80 percent of the statewide median income
- Census tracts with median household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development¹⁴
- Households that are within one half-mile of a disadvantaged community will be eligible for the program.

The CEC has identified an Initial Community Focus Area list within the unincorporated areas of COSD based on census tracts that meet the program's eligibility criteria and have been selected based on environmental hazards, socio-economic challenges, and climate vulnerabilities. The Initial Community Focus Areas identified will be supported by funds received directly from the State of California. Table 1 includes a list of *Initial* Community Focus Areas within the Unincorporated Areas of COSD.

Table 1. *Initial* Community Focus Areas within the Unincorporated Areas of COSD

Census Tract	Community Name
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¹ <https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=e746df40e39144029cd1f9fd748c81b2>

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6073012102	National City
6073012200	National City
6073012304	Chula Vista
6073013401	Chula Vista
6073013607	Rancho San Diego
6073013608	Rancho San Diego
6073015302	Casa de Oro-Mount Helix
6073015403	Casa de Oro-Mount Helix
6073015406	Rancho San Diego
6073015407	El Cajon
6073015408	Casa de Oro-Mount Helix
6073015501	Crest
6073015502	Harbison Canyon
6073015601	El Cajon
6073015602	Granite Hills
6073016202	El Cajon
6073016401	El Cajon
6073016403	Granite Hills
6073016502	Bostonia
6073016503	Bostonia
6073016504	Bostonia
6073016809	El Cajon
6073016812	El Cajon
6073016813	El Cajon
6073019203	Vista
6073019209	Vista
6073019210	Vista
6073019602	Vista
6073019701	Vista
6073019902	Vista
6073019903	Vista
6073019904	Vista
6073020017	Vista
6073020019	San Marcos
6073020024	San Marcos
6073020025	San Marcos
6073020029	San Marcos
6073020036	San Marcos
6073020037	San Marcos
6073020040	San Marcos
6073020105	Escondido
6073020107	Escondido
6073020110	Escondido

6073020305	Escondido
6073020309	Escondido
6073020310	San Marcos
6073020311	Escondido
6073020312	Escondido
6073020313	Escondido
6073020404	Escondido
6073020602	Escondido
6073020707	Escondido
6073020805	Ramona
6073020806	Ramona
6073020807	Ramona
6073020812	Ramona
6073020813	Ramona
6073020903	Julian

COSD has identified additional eligible census tracts from the Initial Community Focus Areas within the unincorporated county using the California Air Resources Board's Climate Investment Priority Populations Map. These additional census tracts were identified as having priority populations consistent with the Program's under resourced criteria listed above. The funds granted by this MOU are to be utilized for direct installations of energy efficient measures within the *Additional* Community Focus Areas by Census Tract within the Unincorporated Areas of COSD (where the COSD has land use jurisdiction) as listed in Table 2 below.

Table 2. *Additional* Community Focus Areas within the Unincorporated Areas of COSD

Census Tract	Community Name
6073003107	Spring Valley
6073003108	Spring Valley
6073003208	Sweetwater
6073003209	Sweetwater
6073003212	Sweetwater
6073003214	Spring Valley, Sweetwater
6073010015	Otay
6073013317	Otay
6073013412	Sweetwater
6073013503	Spring Valley, Valle De Oro
6073013505	Spring Valley, Valle De Oro
6073013506	Spring Valley, Sweetwater, Valle De Oro
6073013702	Spring Valley, Valle De Oro
6073013801	Spring Valley, Valle De Oro
6073013802	Spring Valley
6073013903	Spring Valley, Sweetwater
6073013905	Spring Valley
6073013906	Spring Valley

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6073013907	Spring Valley
6073013908	Spring Valley
6073013909	Spring Valley
6073014002	Spring Valley
6073014400	Spring Valley
6073016704	Lakeside
6073016705	Lakeside
6073016706	Lakeside
6073016804	Lakeside
6073016806	Lakeside
6073016807	Lakeside
6073016811	Lakeside
6073016902	Alpine, Barona, Central Mountain, Lakeside, Ramona
6073017112	San Dieguito
6073018700	Fallbrook, Pendleton - De Luz
6073018803	Bonsall, Fallbrook
6073018804	Bonsall, Fallbrook
6073018805	Fallbrook
6073018903	Fallbrook, Pendleton - De Luz
6073018904	Fallbrook, Pendleton - De Luz
6073018905	Fallbrook, Pendleton - De Luz
6073018906	Fallbrook, Pendleton - De Luz
6073019001	Fallbrook, Pendleton - De Luz, Rainbow
6073019002	Fallbrook, Pala - Pauma, Rainbow
6073019103	Bonsall, Pala - Pauma, Valley Center
6073019107	San Diego County
6073019108	San Diego County
6073019109	Bonsall, Fallbrook, Pala - Pauma, Valley Center
6073019110	Pala - Pauma, Valley Center
6073019111	North County Metro, Valley Center
6073020801	Barona, Lakeside, North County Metro, Ramona
6073020810	Central Mountain, Ramona
6073020811	Barona, Central Mountain, Lakeside, Ramona
6073020902	San Diego County
6073020904	San Diego County
6073021001	San Diego County
6073021002	San Diego County
6073021101	San Diego County
6073021102	San Diego County
6073021202	Alpine, Cuyamaca, Descanso, Jamul, Pine Valley
6073021204	Alpine, Crest - Dehesa
6073021205	Alpine
6073021206	Alpine

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6073021302	Alpine, Crest - Dehesa, Jamul, Otay
6073021304	Jamul, Otay
6073021305	Crest - Dehesa, Jamul, Valle De Oro

ATTACHMENT 2

**MEMORANDUM OF UNDERSTANDING
BUDGET**

Southern California EBD Coalition work will be performed on a Time-and-Materials Basis. The initial estimated cost to perform the services set forth in Attachment 1 “Scope of Work and Sites for Equitable Building Decarbonization Program Implementation” is \$500,000. Additional funds may be allocated on behalf of this Memorandum of Understanding (MOU) as funding becomes available by the County of San Diego (COSD). Notwithstanding this estimate, COSD shall pay for all services rendered under this MOU for services and direct installation in households located where the COSD has land use jurisdiction within eligible census tracts listed in Attachment 1, Table 2.