Inland Regional Energy Network
I-REN Executive Committee

AGENDA

Tuesday, July 21, 2026
2:00 PM

Western Water
14205 Meridian Parkway
Riverside, CA 92518

Remote Meeting Locations:

CVAG
74-199 El Paseo
West Building, Suite 100
Palm Desert, CA 92260

Members of the public are welcome to participate remotely from any location. Committee member participation is limited to locations that are listed on the published agenda.

Public Zoom Link
Meeting ID: 842 8913 0749
Passcode: 699709
Dial in: 669 444 9171 U.S.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the I-REN Executive Committee meeting, please contact WRCOG at (951) 405-6706. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 1955 Chicago Avenue, Suite 200, Riverside, CA, 92507.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to lfelix@wrcog.us. To ensure distribution to Committee members prior to the meeting, please submit comments no later than two hours before the meeting is scheduled to begin. Public comments will also be accepted in person and via Zoom during the meeting.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Lucy Felix at least 72 hours prior to the meeting at (951) 405-6706 or lfelix@wrcog.us. Later requests will be accommodated to the extent feasible.

The Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

1. CALL TO ORDER (Art Bishop, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

At this time members of the public can address the Committee regarding any items within the subject matter jurisdiction of the Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agendized items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Committee in writing and only pertinent points presented orally.

5. SELECTION OF I-REN EXECUTIVE COMMITTEE CHAIR, VICE-CHAIR, AND 2ND VICE-CHAIR POSITIONS FOR FISCAL YEAR 2026/2027

A. Selection of I-REN Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2026/2027

Requested Action(s):

1. Select leadership positions of Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2026/2027.

6. CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Committee request specific items be removed from the Consent Calendar.

A. Action Minutes from the April 21, 2026, I-REN Executive Committee Meeting

Requested Action(s):

1. Approve the Action Minutes from the April 21, 2026, I-REN Executive Committee meeting.

B. First Amendment to a Memorandum of Understanding between WRCOG and University Enterprise Corporation at California State University of San Bernardino for Evaluation, Measurement & Verification Studies

Requested Action(s):

1. Recommend that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a First Amendment to the Memorandum of Understanding between WRCOG and the University Enterprise Corporation at California State University San

Bernardino for additional I-REN Evaluation, Measurement, and Verification Studies, increasing the total not-to-exceed amount to $160,096.

7. REPORTS / DISCUSSION

Members of the public will have an opportunity to speak on agendized items at the time the item is called for discussion.

A. 2025 Annual Report

Requested Action(s): 1. Receive and file.

B. Termination of Memorandums of Understanding with Los Angeles County and the Inland Empire Community Foundation for the administration of the Equitable Building Decarbonization Program in the Inland Empire Region

Requested Action(s):

1. Terminate the Memorandum of Understanding with Los Angeles County for the Equitable Building Decarbonization Program and continue involvement with the Program as an unfunded community partner.
2. Terminate the Memorandum of Understanding with the Inland Empire Community Foundation for the Equitable Building Decarbonization Program.

C. I-REN Residential Incentive Finder Tool

Requested Action(s): 1. Receive and file.

D. Inland Empire Energy Career Explorer

Requested Action(s): 1. Receive and file.

8. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Art Bishop, Town of Apple Valley

9. ITEMS FOR FUTURE AGENDAS

Members are invited to suggest additional items to be brought forward for discussion at future Committee meetings.

10. GENERAL ANNOUNCEMENTS

Members are invited to announce items / activities which may be of general interest to the Committee.

11. NEXT MEETING

The next I-REN Executive Committee meeting is scheduled for Tuesday, October 20, 2026, at 2:00 p.m., in WRCOG's office at 1955 Chicago Avenue, Riverside.

12. ADJOURNMENT

13. AGENCY ACRONYMS

Inland Regional Energy Network Acronym Guide

3C-REN – Tri-County Regional Energy Network (Counties of San Luis Obispo, Santa Barbara, and Ventura)
ABAL – Annual Budget Advice Letter

AHJ – Authority Having Jurisdiction
AVCE – Apple Valley Choice Energy
BayREN – Bay Area Regional Energy Network (nine-County REN in northern California)
BUC – Building Upgrade Concierge
C&S – Codes & Standards
CAEECC – California Energy Efficiency Coordinating Committee
CalChoice – California Choice Energy Authority
CAISO – California Independent System Operator
CARB – California Air Resources Board
CCA – Community Choice Aggregator
CCEC – California Climate & Energy Collaborative
CEC – California Energy Commission
COG - Council of Governments
CPA – Clean Power Alliance
CPUC – California Public Utilities Commission
CVAG – Coachella Valley Association of Governments
DAC – Disadvantaged Communities
DACAG – Disadvantaged Communities Advisory Group
DCE – Desert Community Energy
DER – Distributed Energy Resources
DOE – U.S. Department of Energy
EE – Energy Efficiency
EM&V – Evaluation, Measurement, and Verification
EV – Electric Vehicle
GHG – Greenhouse gas
HTR – Hard To Reach communities
IID – Imperial Irrigation District
IOU – Investor-Owned Utility
I-REN – Inland Regional Energy Network
JCM – Joint Cooperation Memorandum
LGSEC – Local Government Sustainable Energy Coalition
LGP – Local Government Partnership
MOA – Memorandum of Agreement
NEBs – Non-energy Benefits
NMEC – Normalized Metered Energy Consumption
NREL – U.S. Department of Energy National Renewable Energy Laboratory
PG&E – Pacific Gas & Electric
PA – Program Administrator
POU – Publicly-Owned Utility
REN – Regional Energy Network
RMEA – Rancho Mirage Energy Authority
RPU – Riverside Public Utilities
SBCOG – San Bernardino Council of Governments
SCE – Southern California Edison
SoCalGas – Southern California Gas Company
SDG&E – San Diego Gas & Electric
SJP – San Jacinto Power
SoCalREN – Southern California Regional Energy Network (all of southern California, administered by Los Angeles County)
TA – Technical Assistance
TOU – Time of use
TRC – Total Resources Cost
V2G – Vehicle to Grid
WE&T – Workforce Education & Training

WRCOG – Western Riverside Council of Governments

Item 5.A

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **Selection of I-REN Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2026/2027**

Contact: **Casey Dailey, WRCOG Interim Deputy Executive Director, cdailey@wrcog.us, (951) 405-6720**

Date: **July 21, 2026**

Recommended Action(s):

1. Select leadership positions of Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2026/2027.

Summary:

The purpose of this item is for the selection of I-REN Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair positions for Fiscal Year 2026/2027.

Discussion:

Background

The I-REN Executive Committee is comprised of elected official members from each of the three participating agencies (member COGs): the Coachella Valley Association of Governments (CVAG), the San Bernardino Council of Governments (SBCOG), and the Western Riverside Council of Governments (WRCOG).

WRCOG has been approved by the California Public Utilities Commission (CPUC) to serve as the administrative lead for I-REN. In this role, WRCOG is the fiscal agent, purchasing and contracting entity, and primary regulatory contact manager for I-REN and, as such, is responsible for administering I-REN day-to-day operations. However, WRCOG has no more decision-making power than the other agencies and works through the committee structure to ensure equal engagement for the entire region.

Chair, Vice-Chair, and 2nd Vice-Chair Selection: Per Memorandum of Agreement No. 22-1002767 between CVAG, SBCOG, and WRCOG, entered into on November 28, 2022, each member COG will have three votes on voting matters. Each COG's governing board will determine how its voting power will be exercised. Decisions will be made on a majority of the total votes cast on a matter.

Present Situation

The Chair, Vice-Chair, and 2nd Vice-Chair all serve on an annual basis, with a term that runs through the fiscal year (July 1 to June 30). The current Chair is SBCOG member Art Bishop from the Town of Apple Valley; the Vice-Chair is WRCOG member Chris Barajas from the City of Jurupa Valley; and the 2nd Vice-Chair is CVAG member Oscar Ortiz from the City of Indio.

Prior Action(s):

July 15, 2025: The Executive Committee selected Art Bishop, Town of Apple Valley as Chair; Chris Barajas, City of Jurupa Valley as Vice-Chair; and Oscar Ortiz, City of Indio as 2nd Vice-Chair for Fiscal Year 2025/2026.

July 16, 2024: The Executive Committee selected Oscar Ortiz, City of Indio as Chair; Art Bishop, Town of Apple Valley as Vice-Chair; and Jacque Casillas, City of Corona, as 2nd Vice-Chair, to serve through the end of Fiscal Year 2024/2025.

August 15, 2023: The Executive Committee selected Crystal Ruiz, City of San Jacinto, as Chair; Oscar Ortiz, City of Indio, as Vice-Chair; and Art Bishop, Town of Apple Valley, as 2nd Vice-Chair, to serve through the end of Fiscal Year 2023/2024.

December 13, 2022: The Executive Committee selected Crystal Ruiz, City of San Jacinto, as Chair; Oscar Ortiz, City of Indio, as Vice-Chair; and Art Bishop, Town of Apple Valley, as 2nd Vice-Chair, to serve through the end of Fiscal Year 2022/2023.

Financial Summary:

Costs related to I-REN are allocated in the WRCOG Fiscal Year 2026/2027 Agency Budget under the Energy and Environmental Department (Fund 180).

Attachment(s):

None.

I-REN Executive Committee

Action Minutes

1. CALL TO ORDER

The meeting of the I-REN Executive Committee was called to order by Chair Art Bishop at 2:01 p.m. on April 21, 2026, at WRCOG's office.

2. PLEDGE OF ALLEGIANCE

Abigail Cherian with Arrowhead Christian Academy led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

CVAG
- City of Indio - Oscar Ortiz

SBCOG
- County of San Bernardino - Curt Hagman
- Town of Apple Valley - Art Bishop (Chair)

WRCOG
- City of Eastvale - Christian Dinco
- City of Jurupa Valley - Chris Barajas
- City of San Jacinto - Crystal Ruiz*

*Arrived after Roll Call

Absent
- City of Grand Terrace

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

A. Action Minutes from the January 20, 2026, I-REN Executive Committee Meeting

RESULT:	**APPROVED AS RECOMMENDED**
MOVER:	Hagman
SECONDER:	Barajas

AYES:	Ortiz, Hagman, Bishop, Dinco, Barajas

Action:

1. Approved the Action Minutes from the January 20, 2026, I-REN Executive Committee meeting.

6. REPORTS / DISCUSSION

A. I-REN Energy Science Fair Award Winners

Action:

1. Received and filed.

B. Public Sector Resource Allocation Policy Update

Action:

1. Revised the current I-REN Policy to remove the limitation of the number of projects an agency can complete at a single time, allowing for maximum project completion before the end of the current Business Plan cycle.

RESULT:	**APPROVED AS RECOMMENDED**
MOVER:	Hagman
SECONDER:	Barajas
AYES:	Ortiz, Hagman, Bishop, Dinco, Barajas

C. Approval of I-REN's Fiscal Year 2026/2027 Budget

Action:

1. Approved I-REN's Fiscal Year 2026/2027 Budget.

RESULT:	**APPROVED AS RECOMMENDED**
MOVER:	Ruiz
SECONDER:	Hagman
AYES:	Ortiz, Hagman, Bishop, Dinco, Barajas, Ruiz

7. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Bishop thanked staff for a recent Heat Pump Webinar, noting its clarity and value, and encouraged member agencies to have building & safety and planning staff participate in upcoming, no-cost trainings. Chair Bishop highlighted additional sessions scheduled in April and May and emphasized the benefit of these programs as a cost-effective training resource.

8. ITEMS FOR FUTURE AGENDAS

Chair Bishop raised concerns regarding Assembly Bill (AB) 2508 and requested an update, citing its potential impact on Regional Energy Network programs.

Casey Dailey, WRCOG Director of Energy & Environmental Programs, explained that AB 2508 would shift funding for Regional Energy Networks from utility ratepayer sources to the Greenhouse Gas Reduction Fund, subject to annual legislative approval. Mr. Dailey also expressed concerns with limited funding availability, increased uncertainty, and inconsistency with the State's long-standing energy efficiency funding structure.

Mr. Dailey reported that the Bill is supported by investor-owned utilities and has advanced out of Committee, and outlined ongoing efforts to build opposition through regional partnerships, county engagement, and potential advocacy at the state level.

9. GENERAL ANNOUNCEMENTS

Mr. Dailey advised that the July meeting may be held in another location due to the need to vacate the current space in preparation for a new tenant.

10. NEXT MEETING

The next I-REN Executive Committee meeting is scheduled for Tuesday, July 21, 2026, at 2:00 p.m., location yet to be determined.

11. ADJOURNMENT

The meeting was adjourned at 2:55 p.m.

Item 6.B

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **First Amendment to a Memorandum of Understanding between WRCOG and University Enterprise Corporation at California State University of San Bernardino for Evaluation, Measurement & Verification Studies**

Contact: **Benjamin Druyon, WRCOG Program Manager, bdruyon@wrcog.us, (951) 405-6727**

Date: **July 21, 2026**

Recommended Action(s):

1. Recommend that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a First Amendment to the Memorandum of Understanding between WRCOG and the University Enterprise Corporation at California State University San Bernardino for additional I-REN Evaluation, Measurement, and Verification Studies, increasing the total not-to-exceed amount to $160,096.

Summary:

I-REN has an existing Memorandum of Understanding (MOU) with the University Enterprise Corporation (UEC) at California State University San Bernardino (CSUSB) for Evaluation, Measurement, and Verification (EM&V) studies, in an amount not-to-exceed $120,000, for a term through December 31, 2027. The EM&V studies were authorized by the California Public Utilities Commission (CPUC) as part of I-REN's current Business Plan activities and are intended to assess how I-REN is currently performing, guide I-REN in modifying its existing programs, and shape future programs and activities. Staff is now requesting authorization for a First Amendment to the MOU to fund additional EM&V studies with CSUSB.

Discussion:

Background

When the CPUC authorized funding for I-REN in 2021, a portion of the authorized budget was set aside for EM&V research. I-REN's total EM&V budget is $626,464, as approved by the CPUC. The EM&V studies are used to improve I-REN's portfolio of programs and ensure that the programs are collecting data to support evaluation needs.

I-REN staff held workshops for each of its three sectors - Public, Codes & Standards, and Workforce Education & Training - to brainstorm potential studies that would benefit I-REN's processes and enhance its existing programs. I-REN staff also held meetings with representatives from the UEC at CSUSB on the development of these studies and the process for executing them to obtain maximum results.

Present Situation

I-REN uses EM&V to conduct studies and analyses on ways to improve processes, assess needs of the region, and evaluate program effectiveness. The purpose of the EM&V studies conducted under the current MOU was to address needs identified through stakeholder engagement to support current program development, with results helping to inform the programs in I-REN's Business Plan.

As the original six studies have been completed, I-REN staff have identified the need for additional EM&V research to further support program improvement and inform the next Business Plan Application (BPA) filing. The remaining balance of I-REN's CPUC-approved EM&V budget of $626,464 provides capacity for additional studies beyond the original $120,000 commitment. Staff will provide details on the EM&V studies at the October 20, 2026, I-REN Executive Committee meeting.

I-REN utilized CSUSB on five of the six studies, at $20,000 each. WRCOG paid CSUSB a total of $100,000, leaving a balance of $20,000 in the contract. WRCOG staff is requesting authorization for a First Amendment to the existing MOU with UEC at CSUSB to fund additional EM&V studies. CSUSB estimates its portion for these additional studies would be $60,095.80. The amendment would increase the not-to-exceed amount of the MOU from $120,000 to $160,095.80 to accommodate the additional research scope for the six new studies.

Prior Action(s):

April 15, 2025: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a Memorandum of Understanding between WRCOG and the California State University of San Bernardino for I-REN's Evaluation, Measurement, and Verification Studies in an amount not-to-exceed $120,000, for a term through December 31, 2027.

Financial Summary:

Activities related to this item are included in the approved WRCOG Fiscal Year 2026/2027 budget under the I-REN Fund (Fund 180).

Attachment(s):

Attachment 1 - 1st Amendment to MOU between WRCOG and UEC.pdf

FIRST AMENDMENT TO

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

UNIVERSITY ENTERPRISE CORPORATION AT CSUSB

AND

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

FOR

REGIONAL ENERGY NETWORK (REN) EVALUATION MEASUREMENT AND VERIFICATION STUDIES

1. PARTIES AND DATE.

This First Amendment is made and entered into this 21st day of July, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") on the individually and on behalf of the Inland Regional Energy Network ("I-REN") and the University Enterprise Corporation at CSUSB (UEC), a non-profit 501 (c)(3) public benefit corporation and recognized auxiliary in good standing of California State University. The UEC serves as the recipient, and fiscal agent, of grants and contracts awarded to California State University, San Bernardino ("Organization"). WRCOG and Organization are sometimes referred to herein individually as "Party" and collectively as "Parties".

2. RECITALS.

2.1 Master Agreement.

WRCOG and Organization have entered into that certain Memorandum of Understanding dated May 5, 2025 ("Master Agreement").

2.2 First Amendment.

WRCOG and Organization desire to enter into this First Amendment for the purposes of providing additional compensation for additional EM&V Studies.

3. TERMS.

3.1 Additional Services

The "Services", as that term is defined in the Master Agreement, shall be amended to include additional services as more particularly described in Exhibit "A-1", attached hereto to this amendment and incorporated herein by this reference.

3.2 Additional Costs.

For the Services described in Exhibit "A-1" to this First Amendment, WRCOG shall reimburse Organization for pre-approved time and materials expended in performance of each additional study, not to exceed Twenty Thousand Dollars ($20,000.00) per study. Compensation shall be invoiced and paid in accordance with the reimbursement provisions of the Master Agreement and the rates set forth in Exhibit "B-1" attached to this First Amendment and incorporated herein by this reference.**3.3 Continuation of Existing Provisions.**

Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.4 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

3.5 Electronic Delivery of Amendment; Electronic Signatures.

A manually signed copy of this First Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

[Signatures on the following page]

SIGNATURE PAGE TO

FIRST AMENDMENT TO

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

UNIVERSITY ENTERPRISE CORPORATION AT CSUSB

AND

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

FOR

REGIONAL ENERGY NETWORK (REN) EVALUATION MEASUREMENT AND VERIFICATION STUDIES

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment as of the date first written above.

WRCOG

WESTERN RIVERSIDE COUNCIL GOVERNMENTS

By: ________________________
Christopher Gray
Interim Executive Director

Date: ________________________

ORGANIZATION

UNIVERSITY ENTERPRISE CORPORATION AT CSUSB

By: Julie Wessel
Julie Wessel, Director
Sponsored Programs

Date: 6.30.26

APPROVED AS TO FORM:

By: ________________________
Steven DeBaun
General Counsel to WRCOG

EXHIBIT A-1

SCOPE OF SERVICES

I-REN Evaluation, Measurement, & Verification Plan for 2022-2027 Energy Efficiency Portfolio

Introduction

The Inland Empire Regional Energy Network (I-REN) is submitting this workplan for our Evaluation, Measurement, & Verification (EM&V) research, which will launch in July 2026. The EM&V plan will be used to improve I-REN's portfolio of programs and ensure that the programs are collecting data to support evaluation needs. I-REN's three sectors are summarized below:

Public Sector:

I-REN's Public Sector Programs offer no-cost energy efficiency support to all public agencies within I-REN territory. This program provides local governments with support and resources to develop and implement their strategic energy plans and energy efficiency projects.

Codes & Standards (C&S):

I-REN's C&S program aids local building professionals and departments in gaining a deeper comprehension of and effectively enforcing energy building codes. I-REN's C&S programs encompass two core areas: Training and Education, and Technical Support.

Workforce Education & Training (WE&T):

I-REN's WE&T program supports local career opportunities through no-cost workforce and education programs, promoting a skilled workforce and developing energy efficiency training for job pathways. I-REN's WE&T program includes an Energy Fellowship program that helps job seekers find employment in energy efficiency.

EM&V Studies Overview

I-REN's EM&V Studies will include six research efforts, two for each of I-REN's sectors. These efforts are summarized below and described in more detail later in this document.

Public Sector Studies:

Study 1: High electricity costs in the Inland Empire

Summary

This study aims to examine the drivers of high and increasing electricity costs for public agencies in the Inland Empire and to assess the role I-REN can play in addressing affordability challenges. Understanding these cost drivers is critical for informing future program design and technical assistance. The primary objective of this study is to identify where and why electricity costs are rising for public agencies and to evaluate how I-REN's programs, partnerships, and regional presence can support cost mitigation strategies.

Key questions:

- What are the primary drivers of increased electricity costs for public agencies in the Inland Empire?
- What affordability challenges are most acute for public agencies serving disadvantaged and under-resourced communities?
- What role does I-REN currently play, or could play, in helping agencies understand and manage rising electricity costs?

Methodology

- Literature review: Review prior research, policy papers, and articles examining energy affordability and electricity cost trends in California, with a focus on the Inland Empire. This includes analysis from organizations such as M Cubed and other entities that have evaluated public-sector energy costs, bill components, and the role of RENs in affordability initiatives.
- Energy Data Analysis Program: Leverage insights from the California Energy Commission's Energy Data Analysis Program as it becomes available to analyze aggregated, community-level energy consumption and cost data. This analysis will help identify trends in electricity usage, peak demand, and cost drivers across different jurisdictions and customer types. Additionally, this analysis will look at the rate structure across different agency types (i.e. schools, water districts, cities, counties, etc.).
- Program analysis: Assess how current I-REN offerings intersect with identified cost drivers, including strategic energy planning, technical assistance, and workforce capacity. This analysis can include any I-REN Energy Resilience Roadmaps that have been developed for agencies to date and contain information regarding annual energy usage and costs.

Tasks

- Research and Data Collection
- Analysis of Cost Drivers and Regional Impacts

- Role of I-REN and REN Value Assessment
- Findings and Recommendations

Study 2: Public Sector Project Roadblocks

Summary:

This study aims to identify and analyze the most common roadblocks that prevent public sector energy projects from advancing through a typical project development and implementation process. While public agencies may express interest in energy efficiency or decarbonization projects and, in some cases, initiate early planning steps, a range of recurring challenges can impede progress before projects reach completion. The study will also assess challenges specific to implementing Normalized Metered Energy Consumption (NMEC) projects, which may require additional capacity, data management, or institutional coordination. Findings from this study will inform how I-REN can refine program design, technical assistance, and implementation support to better address common public sector project challenges.

Key questions:

- What are the most common roadblocks to completing public sector NMEC projects? At what step of the project do roadblocks occur?
- Are there consistent barriers that prevent projects from moving through a standard project development process?
- What challenges exist when implementing NMEC projects?

Methodology:

- Desk review of project records including an analysis of any project related documents and communications to identify the roadblock or reason for the project not moving forward.
- Agency survey of public agencies engaged in I-REN's programs
- Implementer survey/interviews to understand regulatory/process barriers and roadblocks
- Detailed data collection method that tracks where in the project pipeline a project became delayed or unsuccessful.

Tasks:

- Review of Public Sector Project Pathways
- Survey Design and Deployment
- Roadblock Analysis
- Findings and Recommendations

C&S Studies:

Study 3: Continuation of Low Engagement Jurisdictions

Summary:

This study aims to identify the characteristics of jurisdictions that have little to no participation in I-REN's program offerings. By understanding these characteristics, the study seeks to uncover the underlying reasons for low engagement and develop strategies to address them. The primary objective is to increase both the number and diversity of jurisdictions participating in I-REN's C&S services, thereby ensuring a more inclusive and widespread adoption of these programs.

Key questions:

- Which jurisdictions have formal building departments?
- Which jurisdictions contract out their building departments?
- What are common characteristics of jurisdictions that I-REN has little outreach to?
- What barriers do these jurisdictions face regarding access to materials and resources?

Methods:

- Research and report on jurisdictions with which I-REN does not have a strong relationship (jurisdictions that are not utilizing I-REN's resources).
- Research and report the type of building departments within these jurisdictions.
- Survey these jurisdictions to learn how I-REN can engage with them.

Study 4: IDSM Preparation

Summary:

This study aims to evaluate how I-REN's C&S offerings can support local jurisdictions in preparing for Integrated Demand Side Management (IDSM) strategies and implementation. The primary objective of this study is to identify pathways through which I-REN's C&S trainings, technical assistance, and resources can better enable jurisdictions to plan for and implement IDSM-aligned projects. The study will also assess how Energy Code considerations relate to microgrid development and how C&S can play a preparatory role in supporting these emerging projects.

Key questions:

- How can jurisdictions leverage existing I-REN's C&S offerings to support IDSM planning and implementation?
- Are there C&S resources that I-REN does not currently offer that can be developed to support IDSM planning and implementation?

- What Energy Code considerations are most relevant to IDSM and microgrid projects at the local level?
- What knowledge or capacity gaps exist among building departments related to IDSM concepts?
- How can C&S training and technical assistance improve jurisdictional readiness for microgrids and other integrated energy strategies?

Methodology:

- Literature review of needs for IDSM
- Research ways C&S offerings can benefit IDSM efforts

Tasks:

- IDSM and Microgrid Literature Review
- Assessment of C&S Alignment with IDSM Needs
- Synthesis of Findings
- Findings and Recommendations

WE&T Studies:

Study 5: ESA Workforce Pipeline Success

Summary:

This study aims to define what "success" looks like for I-REN's engagement with the Energy Savings Assistance (ESA) workforce pipeline, including collaboration with Synergy, other ESA contractors, and county business and workforce services. The primary objective of this study is to develop a concise set of outcomes, such as referrals, interviews, hires, and short-term retention, that can be used to evaluate the effectiveness and scalability of ESA-connected workforce activities.

Key questions:

- What near-term, measurable workforce outcomes should define success for the ESA workforce pipeline collaboration (Synergy and other ESA contractors + counties), beyond generic counts of meetings and contacts?
- Scalability of the ESA pipeline?

Methodology:

- As collaboration begins with Synergy and I-REN, determine practical metrics for ESA success.
- Convene a brief virtual focus group or 1:1 interviews with Synergy + 1–2 other ESA contractors + county business services to co-define 3–5 practical metrics (e.g., number of referrals, interviews, hires, 90-day retention) post I-REN funded training. Map the pathway for energy related careers in this region and how that connects to our funded trainings.

Tasks:

- Stakeholder Engagement Planning
- Focus Group and Interviews
- Workforce Pathway Mapping
- Findings and Recommendations

Study 6: Energy Employer "Partnership-Ready"

Summary:

This study aims to identify the characteristics that make energy employers "partnership-ready" for county workforce agencies and regional workforce initiatives in the Inland Empire. By understanding what differentiates employers who move beyond passive participation, I-REN and county partners can better prioritize outreach, strengthen workforce pipelines, and replicate successful engagement models.

Key questions:

- Of the employers in the IE Energy Employer list and roundtable networks, what characteristics correlate with counties being able to turn them into active partners (MOUs, job orders, co-hosted roundtables, or trainee placements)?

Methodology:

- Tag the existing employer list with a few simple attributes (size, type of work, prior contact with counties, roundtable attendance).
- Quick internal survey or group discussion with county business services and I-REN staff: which employers have moved beyond "list" status into real engagement, and why.
- Produce a short "ideal employer profile" and outreach script that counties and I-REN can use when prioritizing who to invite to roundtables or engage for pipelines. Who is helping lead discussion, and why are there clear winners like Grid Alternatives.

Tasks:

- Employer List Review
- Practitioner Input on Partnership Readiness
- Analysis of Partnership-Enabling Characteristics
- Development of Employer Engagement Tools

EXHIBIT B-1

RATES

I-REN 2026 EM&V					
I-REN Program	Task/Subtask Name/Description	TEC Budget	CSUSB Budget	Frontier Budget	Total Study Budget
Public Sector	Study 1: High electricity costs in the Inland Empire	$ -	$ 7,650.80	$ 1,650.00	$ 9,300.80
Public Sector	Study 2: Public Sector Project Roadblocks	$ -	$ 14,191.00	$ 14,850.00	$ 29,041.00
Codes & Standards	Study 3: Continuation of Low Engagement Jurisdictions	$ -	$ 6,787.00	$ 9,900.00	$ 16,687.00
Codes & Standards	Study 4: IDSM Preparation	$ -	$ 14,191.00	$ 13,200.00	$ 27,391.00
Workforce Education and Training	Study 5: ESA Workforce Pipeline Success	$ 16,500.00	$ 17,276.00	$ 2,475.00	$ 36,251.00
Workforce Education and Training	Study 6: Energy Employer “Partnership-Ready”	$ 44,550.00	$ -	$ 2,475.00	$ 47,025.00
	Partner Totals	$ 61,050.00	$ 60,095.80	$ 44,550.00	$ 166,537.80

Item 7.A

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **2025 Annual Report**

Contact: **Benjamin Druyon, WRCOG Program Manager, bdruyon@wrcog.us. (951) 405-6727**

Date: **July 21, 2026**

Recommended Action(s):

1. Receive and file.

Summary:

Per California Public Utilities Commission (CPUC) requirements, all Program Administrators (PAs) are required to prepare an Annual Report for their program's accomplishments and file them in April. This is I-REN's 2025 Annual Report and a recap of the program's successes.

Discussion:

Background

The CPUC requires PAs, including I-REN, to submit an annual report that summarizes their ratepayer-funded energy efficiency programs from their previous calendar year, as well as their planned activities for the current year. Annual reports for Regional Energy Network (REN) and Community Choice Aggregator (CCA) PAs are due on April 15th, while utility PAs must submit their reports by May 1st.

The annual report includes, at a minimum, the following elements, as required by CPUC in Decision (D.) 21-05-031:

a. Detailed portfolio-, sector-, and program-level annual and cumulative (over the portfolio period) accomplishments, including data on energy savings, budget, cost-effectiveness, and metrics.
b. A prospective overview, in narrative format, that includes future plans to meet and/or exceed the cumulative four-year goals and cost-effectiveness requirements, and any other program-administrator-specific goals or metrics.

Attachment 1 is the I-REN 2025 Annual Report (I-REN's fourth annual report submittal, having previously submitted annual reports for calendar years 2024, 2023, and 2022).

Annual reports are submitted to the CPUC Energy Division via email and uploaded to the California Energy Data and Reporting System (CEDARS) online database. Once submitted, the annual reports are made publicly available in the CEDARS Documents area.

Present Situation

Over the past year, I-REN made significant progress advancing regional energy efficiency efforts through workforce development and public sector support. Across all program areas, efforts focused on expanding participation, delivering measurable energy and cost savings, and ensuring services reached underserved and hard-to-reach communities.

As outlined in its strategic plan, I-REN continued to strengthen regional coordination, enhance program delivery, and expand its portfolio to better serve local agencies and workforce partners.

Regional Engagement & Events:

- I-REN advanced regional engagement by participating in key conferences and regional events (e.g., California Climate and Energy Collaborative Forum, SCAG General Assembly, WRCOG General Assembly, and the California League of Cities' 2025 Annual Conference). Additionally, hosted a Public Sector Working Group with over 70 attendees, while strengthening collaboration with partners, including SoCalREN.
- Through strategic planning efforts, I-REN conducted stakeholder outreach (surveys, meetings, and listening sessions), informed of its 2028-2035 Business Plan, proposed budget increase to $17.3M annually, and launched the EM&V workplan to evaluate program performance.
- I-REN continues to expand program offerings by increasing workforce capacity through its Fellowship Program, execution of workforce Memorandums of Understanding with Riverside and San Bernardino Counties, and expansion of Integrated Demand Side Management (IDSM) services.
- Cross-sector impacts were significant, with Fellows playing a key role in driving approximately 35% – 40% of Public Sector project savings. These efforts also strengthened agency capacity to implement energy projects and enhanced coordination across workforce, technical assistance, and program delivery.

Looking ahead, I-REN will continue to build on this by increasing project implementation and realized savings, expanding outreach and participation, advancing resilience and IDSM integration, and strengthening engagement with local agencies and workforce partners.

Key Program Performance Metrics:

The following key achievements by I-REN's programs and many other performance metrics are presented in the 2025 Annual Report.

- Public Sector
    - Technical Assistance & Planning
        - Completed 48 energy audits
        - Delivered Energy Resilience Roadmaps to 36 agencies
        - Benchmarked 4.8M+ sq. ft. of facilities
    - Cash for Kilowatts Program
        - Completed first project (Colton Joint USD)
        - 50+ agencies engaged in program offerings
        - Pipeline projected to generate $8.5M in utility bill savings

    - Secured $1.8M+ in grant funding for agencies
    - Equity Impact
        - 100% of projects and services delivered in underserved and/or hard-to-reach communities

- Codes & Standards
    - Training & Capacity Building
        - Delivered 13 trainings with 214 attendees
        - Issued 157 continuing education certificates
        - Achieved 60% increase in participation year-over-year
    - Expanded Access
        - First REN to offer Spanish-language energy code training
        - Began bilingual (English / Spanish) training delivery
        - Hosted regional forums with strong engagement and satisfaction

- Workforce Education & Training
    - Fellowship Program Growth
        - Launched third cohort with 24 Fellows (plus potential additional cohort)
        - Fellows placed across 12 host agencies
        - Directly supported 26 energy efficiency projects
        - Contributed to:
            - 1.07M kWh/year savings
            - 5,329 therms/year
            - $272K annual bill savings
        - Represented ~40% of public sector incentive pipeline
    - Partnerships & Outreach
        - Established 147 workforce and community partnerships
        - Participated in 40+ outreach events, job fairs, and panels
        - Hosted Quarterly Workforce Roundtables to align regional workforce efforts

<u>I-REN Budget and Spending Highlights</u>:

As documented in the 2025 Annual Report:
- Total 2025 Expenditures: $10,711,695.54 against a forecast budget of $14,085,843.47.

Program-Specific Spending Highlights:
- Technical Assistance and Strategic Energy Planning: $4,480,150.89
- Public Buildings NMEC Program (Cash for Kilowatts): $2,257,293.86
- C&S Training and Education: $676,307.25
- C&S Technical Support: $378,913.78
- WE&T Training and Education: $1,519,212.39
- Workforce Development Program: $1,148,835.49
- Other Portfolio Support expenses (ISDM, Equity, Market Support, & EM&V Studies): $250,981.88

<u>I-REN Savings and Cost-Effectiveness Results</u>:

Energy Savings Results - 2025 Energy Savings Metrics:

- Total System Benefit: $79,146
- First Year Net kWh energy savings: 143,389
- First Year Net kW demand savings: 23
- Lifecycle Net kWh energy savings: 1,420,367

Projects in queue as of December 2025: 12.4M kWh in estimated lifetime energy savings.

Next Steps:

In D.23-06-055, the CPUC created a new requirement for PAs to present their annual reports to the California Energy Efficiency Coordinating Committee (CAEECC). I-REN will join the other PAs in presenting its annual report at the July 30, 2026, Annual CAEECC Portfolio Performance Report Review Meeting.

Prior Action(s):

None.

Financial Summary:

The 2025 I-REN Annual Report reflects spending activities through calendar year 2025. I-REN has a six-year, $65.6M budget, from 2022-2027. From 2022-2024, I-REN has spent approximately $23M, leaving approximately $42.6M to be programmed for 2026-2027.

Attachment(s):

Attachment 1 - I-REN 2025 Annual Report.pdf

INLAND REGIONAL ENERGY NETWORK

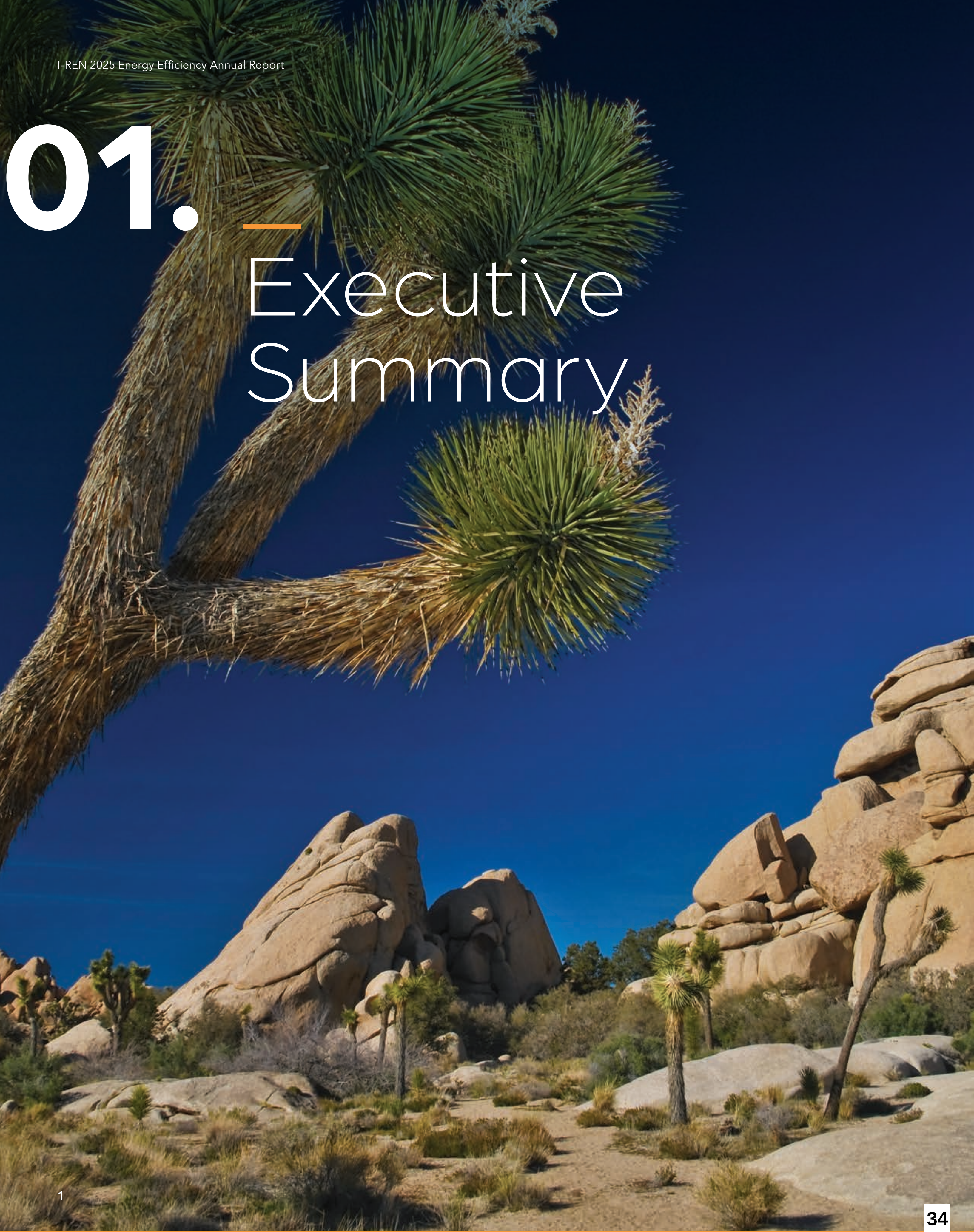
2025 Energy Efficiency Annual Report

INLAND REGIONAL ENERGY NETWORK

Your Local Champion for Equitable Access to Energy Resources

Our mission is to build a stronger clean energy economy and community throughout California's Inland Empire by connecting residents, businesses, and local governments to a wide range of energy efficiency resources. Together, we will empower local governments to practice energy efficiency; support workforce education and training in our region; and enable code compliance in the building industry.

Contents



01. Executive Summary

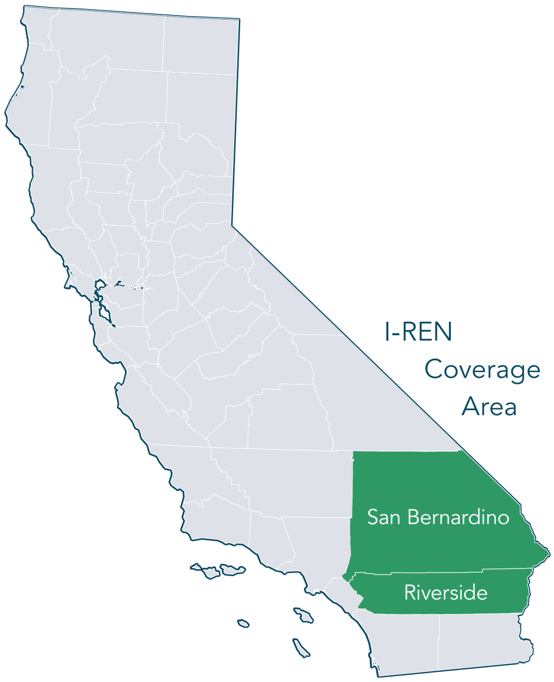
I–REN Overview

The Inland Regional Energy Network (I-REN) is a consortium of the Coachella Valley Association of Governments (CVAG), San Bernardino Council of Governments (SBCOG), and Western Riverside Council of Governments (WRCOG) that serve the counties of Riverside and San Bernardino.

These partners initially began collaborating in 2019 with a shared vision to establish locally administered, designed, and delivered energy efficiency (EE) programs.

Historically, the Inland Empire has faced challenges in receiving equitable opportunities to participate in EE and advanced energy. As dedicated representatives of local government, the I-REN consortium members bring established connections from their work serving this region to support filling gaps in existing EE services. The establishment of a Regional Energy Network (REN) in the Inland Empire region offers equitable opportunities for ratepayers in these communities to be engaged and active participants in meeting California's EE goals.

In February 2021, I-REN applied for REN portfolio administrator (PA) status to offer a portfolio of programs serving the Public Sector, Codes & Standards (C&S), and Workforce Education & Training (WE&T), with governance from WRCOG as the administrative lead agency, as well as SBCOG and CVAG. I-REN was authorized by the California Public Utilities Commission (CPUC or Commission) in Decision (D.) 21-11-013 Approval of Inland Regional Energy Network Energy Efficiency Business Plan, which funded I-REN to offer EE services for a unique six-year period of program years 2022–2027.



As directed in D.21-11-013, I-REN made a new portfolio filing in 2026, along with other PAs, for program year 2028 and beyond. In its new portfolio filing, I-REN proposes to continue its foundational set of programs and market sectors in 2028 and beyond, applying lessons learned from program operations, stakeholder engagement and needs, and evaluation studies as described here and in its application filing.

2025: Data-Driven Growth, Cross-Sector Growth, and Responding to Stakeholder Needs

In 2025, I-REN saw significant growth among its individual programs, but also importantly developed strong synergies between programs. The year 2025 saw higher forecasted energy savings, increased participation among all sectors, and the further development of strong, cross-sector resources.

*I-REN's portfolio is continuing to **deliver tangible, cross-cutting public interest impacts and increasing equitable access to EE** in the Inland Empire region.*

- I-REN's Energy Fellowship workforce initiative provides **job opportunities and experiential energy education** to participants who directly support local jurisdictions and local energy projects; 37 energy fellows were placed within I-REN partner jurisdictions in 2025, with many fellows providing direct support to both Codes & Standards and Public Sector resources in the region.
- I-REN **completed five Normalized Metered Energy Consumption (NMEC) projects through its Cash-for-Kilowatts program, with 12 more approved for installation in program year 2026**. The vast majority of these projects directly support resources for hard-to-reach (HTR) and underserved agencies.
- I-REN continues to lead with equitable energy code training for public sector and private sector building professionals. In September 2025, I-REN became the **first REN to offer a live simulcast of its C&S trainings in Spanish**.
- I-REN **launched six evaluation studies of its portfolio in 2025** to ensure that it is hearing directly from participants and non-participants and learning from program successes and challenges. I-REN is proud to contribute these study findings to the statewide EE stakeholder community to inform greater understanding of its underserved region. These findings are already being applied to drive continuous program improvement in 2026 and have also played a key role in I-REN's strategic approach for the recent 2028–2035 portfolio filing.

I-REN continues to be guided by input from its communities and stakeholders. In the past year, I-REN further expanded opportunities for community and industry input to its program designs and operations by convening stakeholders in all sectors of its portfolio, including roundtables, working groups, energy forums, and more. Notably, I-REN leveraged findings from its Energy Workforce Gaps Assessment to improve implementation of its Workforce Development program, leveraging existing partnerships while forming new partnerships with local training providers, community colleges, and California State Universities.

In 2025, I-REN also coordinated closely with its fellow PAs to fulfill regulatory obligations, as well as to enhance program offerings and ensure judicious use of ratepayer funds. When the Commission approved portfolios in D.23-06-055, they ordered that the PAs work together to examine various topics and submit joint advice letters. I-REN has been a diligent contributor to those efforts, embracing the opportunity to work collaboratively with fellow PAs and advocate for equity and the value that RENs bring to the EE landscape. I-REN also worked closely with fellow PAs in the region to develop reporting criteria that enable PAs to accurately progress toward market support and equity objectives. I-REN also contributed to discussions among PAs about approaches to statewide program assessment.

Going into 2026, I-REN is continuing to expand program activities and deliver tangible benefits for not only program participants but also the region as a whole. Data was gathered directly from stakeholders via I-REN's ongoing community engagement, and while driving outcomes in its current portfolio, I-REN will also look to the future. I-REN's recently filed 2028–2035 portfolio application was developed using insights gained from early program implementation, along with extensive feedback from stakeholders regarding the energy efficiency and resilience needs of the Inland Empire.

37
energy fellows placed in 2025

5
NMEC projects completed

12
projects approved for 2026

1st REN
to offer Spanish-language training simulcast

6
evaluation studies launched in 2025

I-REN Accomplishments:
From Business Plan Approval to Present

Abbreviations in timeline

ACEEE	American Council for an Energy-Efficient Economy
AIA	American Institute of Architects
CAEECC	California Energy Efficiency Coordinating Committee
CCEC	California Climate and Energy Collaborative
CEDARS	California Energy Data and Reporting System
CEU	Continuing Education Unit
COG	Council of Government
CPUC	California Public Utilities Commission
ED	Energy Division
IDSM	Integrated Demand-Side Management
IEDRC	Integrated Energy Data Resource Center
IOU	Investor-Owned Utility
JCM	Joint Cooperation Memorandum
MOA	Memorandum of Agreement
PA	Portfolio Administrator
REACH	Regional Energy and Climate Hub
STEP	Student Technology Expo Program

INLAND REGIONAL ENERGY NETWORK

NOV

- Business Plan approved in D.21-11-013
- Building I-REN contacts list for local governments, tribes, and other stakeholders
- Began working with SoCalGas on Program Agreement
- MOA and I-REN Governance and Operations Rules in development between I-REN partner agencies

2021

I–REN Accomplishments

2022

JAN

- Cooperative Agreement effective among I-REN partner agencies
- 2022 JCM Advice Letter submitted

MAR

- Solicitation development for program implementation, marketing, and software

APR MAY

- Coordination with REN and IOU PAs for 2023 JCM

LATE MAY

- Implementation Plans submitted in CEDARS

JUN

- Metrics updates and segmentation of I-REN programs

2022

JUL AUG

- Metrics Advice Letter filed and accepted by CPUC

AUG

- Implementer and vendor solicitations released
- Collaboration with PAs and presentation at CPUC PA Coordination Workshop

AUG SEPT

- Response to Energy Division REN Metrics data request
- CAEECC Equity and Market Support Metrics Working Group Participation

OCT NOV

- REN Performance Metrics stakeholder meetings

NOV

- Budget filing in CEDARS
- Bidder interviews for implementers and vendors
- Organizational strategic planning begins

DEC

- First I-REN Executive Committee Meeting
- Selection of implementers for contract negotiations
- Program Agreement finalized by COG partners and routed to SoCalGas/Southern California Edison (SCE)

I–REN Accomplishments

2023

FEB

- Implementer and vendor contracts approved

MAR

- Program kickoff meetings with implementers
- I-REN Unique Value Metrics established

APR

- Program Agreement fully executed by IOUs
- 2022 Annual Report filed

MAY

- Program Agreement approved by SoCalGas Board
- First I-REN orientation

JUN

- First I-REN C&S training

AUG

- I-REN Evaluability Assessment begins

OCT

- 2024–2027 true-up advice letter submitted
- Monthly check-in meeting established with CPUC ED staff

NOV

- CAEECC Equity and Market Support Working Group convenes

DEC

- Coordination with PAs for Common Metrics review

2023

I-REN Accomplishments

2024

JAN

- I-REN Executive Committee approves final Public Sector program design elements
- I-REN Executive Committee approves Organizational Strategic Plan

MAR

- I-REN IDSM Advice Letter Submission
- Inland Empire/ Desert Regional Consortium/I-REN Energy Infrastructure & Sector Showcase

MAY

- I-REN C&S Technical Assistance receives its first Ask an Energy Code Question

JUN

- First Cash for Kilowatts project application submitted

JUL

- First Cash for Kilowatts project receives approval

AUG

- I-REN presents a poster on its Public Sector programs at the ACEEE 2024 Summer Study on Energy Efficiency in Buildings

SEPT

- I-REN hosts first Public Sector Working Group
- I-REN hosts the first of its Quarterly Workforce Roundtables
- I-REN Energy Fellowship Program Cycle 2024–2025 begins with 14 Energy Fellows placed at 12 public sector agencies

NOV

- I-REN C&S Technical Assistance develops and publishes its first two permit guides available on I-REN's website

DEC

- First Cash for Kilowatts project completes construction
- I-REN convenes the second Quarterly Workforce Roundtables
- Draft I-REN Energy Workforce Gaps Assessment developed
- I-REN hosts first REACH Inland Empire forum, led by the CCEC and the Strategic Growth Council

2024

I-REN Accomplishments

JAN

- I-REN Community Resilience Center Workshop
- First SCE data request received via new Data Decision process

FEB

- I-REN convenes third Quarterly Workforce Roundtables

MAR

- IEDRC/I-REN Energy Infrastructure & Sector Showcase

APR

- I-REN kicks off its 2025 EM&V Studies

MAY

- I-REN convenes fourth Quarterly Workforce Roundtables
- I-REN formalizes partnership with EcoHero

JUN

- I-REN formalizes partnerships with Riverside Workforce Development Division and San Bernardino Workforce Development Board
- First SoCalGas data request received via new Data Decision process
- The C&S Technical Assistance team conducted in-person jurisdiction visits to determine building department structure, processes, and needs

2025

JUL

- First Cash for Kilowatts check presentation with Colton Joint Unified School District

AUG

- Building Codes and Demand Management panel at the Inland Zero Emission Vehicle Network Forum

SEPT

- I-REN IDSM advice letter approved in Resolution E-5387
- I-REN Energy Fellowship Cycle 2024–2025 concluded with 7 of 14 fellows hired at host sites or local public agencies in the Inland Empire
- I-REN C&S Training and Education team partnered with AIA to deliver a two-part Zero Net Carbon Design training series and became a registered AIA CEU provider
- I-REN became the first REN to offer a live Spanish-language simulcast of its C&S trainings

OCT

- I-REN Energy Fellowship Cycle 2025–2026 begins with 24 full-time fellows placed at 16 public sector agencies
- Cash for Kilowatts surpasses $1,000,000 in incentives reserved
- I-REN launches EcoHero K–6 school assembly program at STEP Student STEPcon with up to 28 elementary school presentations planned for 2025–2026

NOV

- I-REN receives Environmental Champion award at the Green California Schools & Higher Education Summit

DEC

- I-REN convenes Quarterly Workforce Roundtables
- I-REN launches new Public Sector Clean Energy and Resilience Technical Assistance services

2025

Public Sector Summary

I-REN's Public Sector programs help public agencies complete energy efficiency projects.

I-REN offers a comprehensive suite of no-cost services and support—from project identification to completion, including cash incentives. I-REN works alongside agency staff to identify, fund, and complete energy-saving measure installations.

Throughout 2025, I-REN focused on regional engagement and targeted marketing campaigns to increase awareness about available programs and services. More than 60 agencies leveraged public sector program offerings in 2025. I-REN conducted energy audits at 52 facilities and supported five Cash for Kilowatts projects to reach construction completion. Through its strategic energy planning services, such as the Building Upgrade Concierge (BUC) and ENERGY STAR® Portfolio Manager® (ESPM), I-REN helped agencies benchmark more than 3.8 million square feet of building gross floor area.

In alignment with the purpose of the Equity segment to provide energy efficiency services to HTR or underserved customers, the majority of agencies served by I-REN's public sector programs were equity communities.

*Additionally, **95% of energy audits performed**, **71% of savings achieved**, and **88% of strategic energy planning initiatives** supported underserved and/or hard-to-reach communities.*

In 2025, I-REN received final approval from the California Public Utilities Commission (CPUC) on the Tier 3 Advice Letter submitted in early 2024, thus authorizing the incorporation of integrated demand-side management (IDSM) activities into the public sector portfolio and opening the door to support agencies with holistic clean energy projects. As part of its new IDSM services launch, I-REN hosted a clean energy-focused program services webinar, drawing 54 attendees, which served as an official entry point for agencies seeking IDSM support. Following the webinar, six agencies signed up to begin receiving IDSM services.

In 2026, I-REN will focus on continued outreach and engagement with new agencies across the region, while emphasizing education, agency success, increased affordability, and the rollout of new IDSM services. These efforts will continue I-REN's priority of turning identified projects into tangible results, with a focus on equity communities.

60+
agencies leveraged Public Sector program offerings

52
facilities received energy audits conducted by I-REN

3.8M
square feet benchmarked through I-REN energy planning services

Codes & Standards Summary

I-REN's Codes & Standards (C&S) programs provide training and technical support to increase understanding of the building energy code, with services tailored for public and private sector building professionals.

The I-REN C&S training program offered 13 trainings and two forums in 2025. I-REN became the state's first REN to offer a live simulcast of its C&S trainings in Spanish, which is part of the C&S training program's efforts to reach more equity participants. I-REN partnered with the American Institute of Architects (AIA) to offer a two-part training series on Zero Net Carbon Design, and I-REN became a registered AIA CEU provider. I-REN also continued to ramp up its technical assistance offerings, including its "Ask an Energy Code Question," which received three times more submissions in 2025 than 2024. In an effort to deepen relationships with jurisdictions, I-REN's C&S team conducted two rounds of in-person jurisdiction visits to better understand building department structure, processes, and needs.

Workforce Education & Training Summary

I-REN's workforce offerings include an Energy Fellowship initiative that provides job opportunities in local jurisdictions to support public sector energy efficiency projects.

In 2024, I-REN increased the number of Energy Fellows it placed, and those fellows began making direct contributions to support the implementation of projects through I-REN's public sector programs. Also in 2024, I-REN conducted an Energy Workforce Gaps Assessment to identify workforce needs and opportunities in the region, including surveying employers to learn more about their hiring and job skill needs related to energy efficiency. In 2025, I-REN continued to grow the number of Energy Fellows it placed at local jurisdictions, and provided additional experiential learning opportunities for the fellows. I-REN will also be working to implement program plans based on the results of the market assessment.

2025 Evaluation, Measurement, and Verification (EM&V) Studies

In 2025, I-REN launched its first EM&V studies. The purpose of these studies was to address needs identified through stakeholder engagement to support current program development.

Results from these studies provided data to inform I-REN's Business Plan Application (BPA) development and are helping inform continuous program improvement for each sector. A description of each study is provided in the following sector sections.

02. 2025 Achievements and 2026 Plans

Introduction

I-REN's EE program portfolio consists of six programs in three sectors: Public Sector, C&S, and WE&T.

The primary purpose of I-REN's public sector programs is equity—to improve access to EE for hard-to-reach, underserved, and disadvantaged communities in the advancement of the California Public Utilities Commission's (CPUC) Environmental and Social Justice (ESJ) Action Plan Goal 1.[1] I-REN's equity programs also provide corollary benefits such as increased comfort and safety, improved indoor air quality, more affordable utility bills, and climate resiliency, consistent with Goals 2 and 4 in the ESJ Action Plan. One of I-REN's equity segment programs is a resource program that delivers savings via projects in public sector facilities.

The primary purpose of I-REN's WE&T sector is to provide market support toward achieving the long-term success of the EE market by educating customers, training contractors, and building partnerships, in alignment with ESJ Action Plan Goal 7. C&S programs are considered separately from other segments, as directed in D.21-05-031.[2] I-REN's C&S programs are focused around training, outreach and technical assistance to support private and public sector building professionals in understanding and complying with building energy codes.

Across I-REN's portfolio, enhancing outreach to ESJ communities is a key focus area to ensure these communities can meaningfully participate in and benefit from CPUC programs, in alignment with ESJ Action Plan Goal 5.

I-REN's programs and 2025 activities are detailed in the pages that follow, along with a look ahead to I-REN opportunities in 2026 and beyond.

Public Sector

- Technical Assistance and Strategic Energy Planning Program
- Normalized Metered Energy Consumption Program

Codes & Standards

- Training and Education Program
- Technical Support

Workforce Education & Training

- Training and Education Program
- Workforce Development

[1] www.cpuc.ca.gov/esjactionplan/
[2] D.21-05-031 at 16.

Public Sector

I-REN's public sector programs deliver customized technical assistance and provide monetary incentives for energy projects at publicly owned facilities in the I-REN service territory.

Through these programs, I-REN is increasing underserved and hard-to-reach agency access to EE and Integrated Demand Side Management (IDSM) strategies. Public sector services include energy use evaluation, facility benchmarking, targeted project development, and incentives in line with local, regional, and state climate and energy goals. Eligible public agencies include:

- Cities and townships
- Counties
- Tribes
- K-12 school districts
- Special districts
- Water and wastewater agencies/districts
- Higher education institutions
- Other public agencies

I-REN's current public sector programs consist of the Technical Assistance and Strategic Energy Planning Program and the Public Buildings Normalized Metered Energy Consumption Program (NMEC Program), publicly known as Cash for Kilowatts. I-REN agencies can access both programs simultaneously to maximize energy and resilience outcomes while minimizing their out-of-pocket project costs.

27,263
square miles

11%
of California's population

3
COGs

2
counties

52
cities

13
tribal nations

215
special districts

IREN–PUBL–001: Technical Assistance and Strategic Energy Planning Program

PROGRAM DESCRIPTION

I-REN's Technical Assistance and Strategic Energy Planning Program (TA Program) offers energy planning and project development support throughout the lifecycle of EE projects. The program reduces the confusion and administrative burden of public sector EE projects, such as funding/financing and reporting requirements, by delivering no-cost services tailored to each agency's unique goals and needs.

This program offers several energy data collection and analysis services to equip agencies to make informed decisions about their energy future. For example, the program offers facility benchmarking in I-REN's Building Upgrade Concierge software and strategic energy and resilience planning through customized Energy Resilience Roadmaps.

Participating agencies receive a high level of technical and financial assistance for their EE projects. After determining an agency's energy and resilience goals, I-REN helps agencies identify EE projects and secure funding and financing to implement them. The program then guides agencies through applicable energy programs (e.g., I-REN offerings and those of other portfolio administrators (Pas), including the Southern California Regional Energy Network (SoCalREN), Southern California Edison (SCE), and the Southern California Gas Company (SoCalGas), helping build capacity and easing the administrative burden of participating in energy programs. I-REN helps agencies use a variety of financing mechanisms available to them for their energy upgrade projects, including through other PAs and non-ratepayer funded offerings (e.g., investor-owned utility (IOU) financing, third-party program incentives, grants).

The TA Program has the following objectives:

- **PROVIDE** local governments with support and resources to develop and implement their strategic energy plans and EE projects, with a focus on prioritizing equity communities or facilities that serve underserved and hard-to-reach regions in the Inland Empire.
- **HELP** local governments afford and finance a range of EE upgrades.
- **ESTABLISH** one-on-one support for local governments' EE projects.
- **DEVELOP** or enhance strategic energy plans to connect local government goals related to climate, resilience, and economic development to EE programs and adoption.
- **CREATE** resources for the public sector to tap into EE and distributed energy resources programs offered by other providers, including IOUs.

ACCOMPLISHMENTS IN 2025

Onboarding and Project Delivery

In 2025, I-REN enhanced engagement activities to increase agency onboarding and participation within the region. To streamline ongoing onboarding activities, I-REN developed overview slide deck templates for Regional Energy Network (REN)-wide use during onboarding meetings with agencies. I-REN onboarded 11 agencies largely based on word-of-mouth referrals throughout the region, interest received at conferences, or through targeted engagement via State of the City/County events. Eight newly onboarded agencies serve underserved and/or hard-to-reach communities within the Inland Empire.

Through this targeted engagement via State of the City/County events, I-REN created agency profiles highlighting key milestones and program participation metrics such as receiving strategic energy planning support or completing facility audits. The profiles were shared with either elected officials on Council of Governments (COG) committees or directly with staff at State of the City/County events to support continued delivery of services for engaged agencies or to encourage program uptake for non-engaged agencies within each COG. Additionally, more agencies that are not members of I-REN's three COGs began leveraging I-REN's public sector program offerings in 2025, particularly with increased participation of educational institutions. These agencies will bolster I-REN's growing project pipeline in 2026 and beyond.

In 2025, I-REN conducted no-cost audits for 19 agencies at 52 facilities and **identified a potential lifetime savings of more than 40.7 million kilowatt-hours (kWh) and 186,260 Therms, as well as $10 million in utility bill savings and more than $2.2 million in incentives** for agencies within the region. I-REN built a project pipeline in 2025 that will channel 19 projects into I-REN's Cash for Kilowatts program and 8 projects into other energy efficiency programs offered by Portfolio administrator resource acquisition programs in I-REN territory. In 2025, I-REN supported **7 projects to complete construction, resulting in an estimated lifetime savings of more than 2.1 million kWh and approximately 128,000 Therms. Five of which completed projects are in equity communities**.

19
agencies received audits

52
facilities received audits

Potential Lifetime Savings

40.7M
kWh

186,260
Therms

$10M
utility bill savings

$2.2M
incentives

Key Program Services Delivered

Activity	Count	% Equity
Onboarding meetings held	11	73%
Site visits performed	52	85%
Initial measures lists presented	35	89%
Project intent forms received	5	100%
Incentive applications submitted	18	78%
Projects completed construction	7	71%

Case Study: Housing Authority of the County of San Bernardino (HACSB) Administrative Offices

I-REN supported HACSB in identifying energy efficiency retrofit opportunities within two of its administrative offices in the cities of San Bernardino and Victorville. While I-REN was unable to support the residential customers that HACSB serves, public sector services were leveraged to make its administrative offices more resilient.

San Bernardino Office
Completed construction in December 2025

Installed measures:

- Replaced existing rooftop units (RTUs) with high-efficiency heat pump RTUs
- Reprogrammed Thermostats to follow building operations
- Replaced exterior fluorescent lights with light-emitting diode (LED) lamps
- Replaced interior fluorescent lights with LED lamps
- Installed occupancy sensors for offices

Victorville Office
Completed construction in February 2026

Installed measures:

- Installed programmable Thermostats
- Replaced RTUs with high-efficiency RTUs
- Replaced interior lighting with LEDs
- Replaced exterior lighting with LEDs
- Installed occupancy sensors
- Replaced roof with cool roof
- Replaced windows with new high-efficiency windows

Combined Annual Project Impact

82,700+
kWh

11.6
kW

115
Therms

$32,230
incentives

Highlights of facility audits completed in 2025

Murrieta Valley High School

Northwest Mosquito and Vector Control District Headquarters


Desert Willow Golf Resort
City of Palm Desert


City of Palm Desert City Hall

STRATEGIC ENERGY PLANNING

Energy Resilience Roadmap

I-REN continued developing and delivering innovative reports to help agencies improve their energy efficiency and climate resilience.

Sample Energy Resilience Roadmap

The preliminary Energy Resilience Roadmap examines an agency's climate plans, energy goals, community vulnerabilities, and energy performance across its portfolio. It also identifies energy-intensive buildings and pumping sites for potential EE and IDSM upgrades. While presenting the preliminary roadmap, I-REN invites agency stakeholders to share their progress on energy goals and priorities, identify critical facility needs, and collaborate on actionable next steps to build energy resilience in their community. The conclusion of a preliminary roadmap allows agencies to choose between proceeding with a Final Energy Resilience Roadmap or conducting facility energy audits.

The Final Energy Resilience Roadmap builds on the preliminary roadmap and provides high-level EE, resilience, and electric vehicle project recommendations at up to three sites. Final roadmaps commonly include a mix of previously audited and yet-to-be-audited facilities, providing a holistic view of potential project opportunities across all priority facilities. The final roadmap concludes with practical next steps, such as facility energy audits or pump tests, to seamlessly incorporate recommendations into an agency's current and future energy plans. This ensures that agency stakeholders and decision-makers are well-prepared to tackle and enhance energy resilience in their community.

As part of the Energy Roadmapping development process, I-REN's utility bill analysis discovered upwards of eight meters billed under incorrect tariff or rate classifications, resulting in customers paying more than necessary. I-REN supported customers in taking steps to correct these classifications, directly reducing utility bills for participating agencies. These efforts supported cost savings and affordability outcomes in the I-REN region.

In 2025, I-REN introduced a greenhouse gas (GHG) impact metric to Energy Resilience Roadmaps to quantify the total metric tons of carbon dioxide equivalent CO_2e that would be reduced if all proposed energy projects were implemented. I-REN also calculates the percentage of the agency's overall GHG reduction goal that these projects would achieve, based on their published Energy or Climate Action Plan. This added metric helps show how these projects support broader agency and regional climate targets.

Sample Energy Resilience Roadmap Energy Efficiency Potential

***84% of Energy Resilience Roadmaps** that I-REN provided in 2025 went to agencies that serve underserved and/or hard-to-reach communities.*

2025 Energy Resilience Roadmap Development

	PRELIMINARY Energy Resilience Roadmaps	FINAL Energy Resilience Roadmaps
Presented	13*	4
Developed	13	4

*Includes two roadmaps that were developed in 2024

Energy Benchmarking

ENERGY STAR® Portfolio Manager® (ESPM)

I-REN helps agencies add their building portfolio to ESPM, an online management tool created by the U.S. Environmental Protection Agency, which allows building owners and facility managers to track and assess energy use. I-REN ESPM benchmarking services include creating new portfolios or updating existing portfolios with facility characteristics, such as square footage and year built, as well as automating the uploading of monthly energy consumption from on-site utility meters. I-REN helps agencies determine whether their facilities require California Assembly Bill (AB) 802 building benchmarking compliance and guides agencies that meet the compliance requirements through the submittal process.

*I-REN benchmarked **more than 3.8 million square feet** in ESPM in 2025.*

In 2025, I-REN adopted an online tool called Measurabl, which is a reputable benchmarking platform that can serve as a reliable backup for ESPM data. Measurabl connects directly to ESPM using existing login credentials and enables full account syncing on a continuous basis. Should ESPM be discontinued, Measurabl would ensure that there is no disruption to data access, with their customer success team available to support tailored data sourcing strategies. The Measurabl backup ensures that I-REN safeguards the valuable years of energy and facility data that we have stored in ESPM.

Building Upgrade Concierge (BUC) Software

The BUC tool is a web-based solution offering advanced analytics, modeling, and measurement and verification. I-REN continued offering the tool for I-REN's public agencies, facilitating benchmarking and project development for local governments, special districts, and tribal communities. BUC leverages site-specific parameters to identify and display energy-saving opportunities in a Measures List, providing agencies with high-level recommendations.

I-REN developed 33 facility profiles on the BUC platform across 4 agency portfolios. This effort provided actionable insight into energy-saving opportunities tailored to each agency's building portfolio.

2025 Energy Benchmarking Facility Support

New ESPM Portfolio Development	10	Facilities completed
Existing ESPM Portfolio Refresh	4	Facilities completed
AB 802 Compliance Support	29	Facilities completed
BUC Agency Portfolios Created	4	Portfolios completed
BUC Facilities Created	33	Facilities completed

***86% of the benchmarking support** that I-REN provided in 2025 focused on facilities that are owned or operated by public agencies serving underserved or hard-to-reach communities.*

Streamlined Data Collection

In 2025, I-REN established and launched a streamlined data collection process with SCE and SoCalGas per CPUC Decision 23-02-002, which clarified that RENs can access disaggregated utility data to successfully implement ratepayer-funded EE programs.

As a result, I-REN worked closely with SCE and SoCalGas to establish a streamlined and secure process for requesting monthly and interval energy consumption data on behalf of public agency participants.

*Throughout 2025, I-REN utilized this process to obtain **more than 220 datasets from SCE and 380 datasets from SoCalGas**.*

Streamlined access to this data has reduced the customer confusion and capacity constraints previously associated with the utility data collection process and improved I-REN program delivery by enabling faster, more reliable data access.

2025 Streamlined Utility Data Collection Summary

121	101	39	342
SCE interval datasets	SCE monthly datasets	SoCalGas interval datasets	SoCalGas monthly datasets

BENCHMARKING SUPPORT AND TRAINING RESOURCES

The I-REN team created a comprehensive multi-part video training series to guide users through the benchmarking process, enabling them to more effectively track and manage their energy data. The videos provide step-by-step instructions on how to navigate and utilize the ESPM and BUC tools. Each video focuses on a specific aspect of benchmarking, offering clear guidance to ensure that viewers can confidently apply what they learn.

The training series launched in 2025 to help agencies achieve greater efficiency and accuracy in their energy management efforts. The videos, which have earned **more than 167 views**, cover the following:

- **ESPM Benchmarking (six videos):** Detailed guidance on using ESPM for tracking and managing building energy use effectively.
- **BUC Tool Features (three videos):** Tutorials on navigating key functionalities, including the BUC Dashboard, Analytics Charts, Analytics Reports, and Opportunity Register.

MARKETING AND OUTREACH

I-REN's public sector marketing strategies focused on the employees of eligible public agencies in the Inland Empire, agency motivation, and overall brand awareness. Some marketing materials were directed toward our secondary target audience, elected officials in the Inland Empire (e.g., COG executive committees and boards).

Our 2025 public sector marketing objectives were as follows:

- **BUILD** awareness of I-REN public sector services within target audiences, as well as build awareness of other non-I-REN resources available to the region.
- **ENCOURAGE** agency participation in I-REN services, including by highlighting program successes.
- **DEVELOP** implementation templates and marketing resources for new and/or expanded I-REN services, including IDSM audits.

I-REN continued to build its project pipeline and stack achievements based on the progress made in 2024 through targeted marketing campaigns and outreach events. In early 2025, I-REN hosted an in-person workshop focused on Community Resilience Centers with the California Strategic Growth Council, highlighting available no-cost resources and sharing regional and statewide opportunities for support. This workshop was the public sector program's first opportunity of the year to provide education and energy insights to participating public agencies.

Additionally, I-REN embedded public sector representation at 16 industry events through event sponsorship, poster presentations, and panel discussions. The public sector programs were represented at multiple conferences throughout the region and notably participated in a panel discussion at the Inland Empire/Desert Regional Consortium Third Annual Energy & Infrastructure Sector Showcase, featuring successful program participants furthest along in I-REN's TA and NMEC programs. Public sector staff from the San Bernardino Community College District and Colton Joint Unified School District shared case studies and highlighted both the energy and non-energy benefits of participating in I-REN.

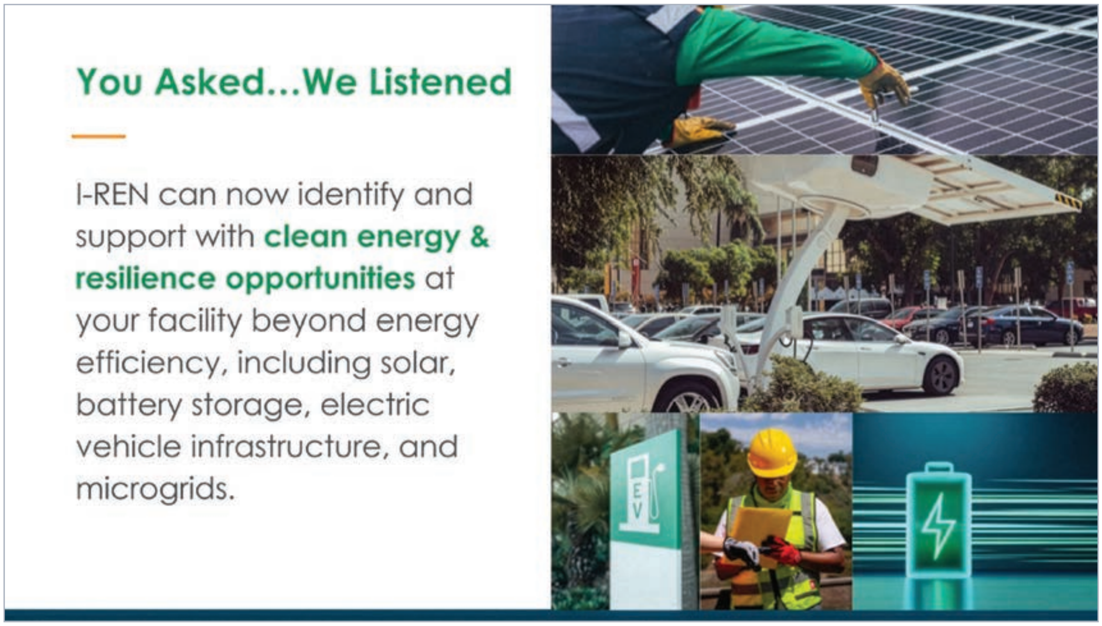
Public Sector Staff Presenting on the "Cash for Kilowatts" Panel at the Inland Empire/ Desert Regional Consortium Third Annual Energy & Infrastructure Sector Showcase

I-REN hosted its first Public Sector working group in the third quarter of 2024, which provided insights into the region's needs and where future energy-related support in the Inland Empire was most needed. In 2025, I-REN leveraged the data collected from this working group on IDSM support needs and began planning its rollout of IDSM services. In December 2025, I-REN hosted an IDSM service launch webinar: Powering Resilient Communities: I-REN's New Public Sector Services. The webinar focused on how TA Program services will evolve in 2026 to support additional IDSM projects and regional resiliency efforts.

This webinar resulted in **73 registrations and 54 attendees** (74% attendance rate). The survey results and key takeaways are as follows:

- **4.875 rating out of 5** from eight survey participants.
- Survey participants found the case study and description of new program offerings most valuable.

Featured Slide from I-REN's "Powering Resilient Communities: I-REN's New Public Sector Services" Webinar



I–REN Public Sector 2025 Marketing Results

- **Social media outreach:** Published seven public sector-focused posts; public sector content was also incorporated into eight additional REN-wide and cross-sector posts.
- **Evergreen marketing materials:** Developed 14 public sector success resources, such as videos, fact sheets, and agency profile templates.
- **Email outreach:** I-REN delivered 14 targeted email campaigns to public sector contacts, with the strongest performance driven by workshop and webinar registration emails.

Celebrating I–REN Successes

Several marketing activities were completed to help share agency and network successes to inspire increased participation in I-REN services.

Event Resource: Region-Wide Impacts Featured on a Website Landing Page

STAKEHOLDER AND PORTFOLIO ADMINISTRATOR COORDINATION

As additional EE programs launched within the region, I-REN remained committed to the public sector coordination approaches outlined in the 2024-2025 Joint Cooperation Memo among I-REN, SoCalREN, SCE, SoCalGas, and the Tri-County Regional Energy Network (3C-REN) to ensure prudent and impactful use of ratepayer dollars in the delivery of customer programs. I-REN participated in multiple coordination venues to discuss potential program overlap, synergies for collaboration, and mechanisms to prevent duplication of services and double-dipping, including bi-monthly Portfolio Administrator Sector Coordination meetings and SoCalREN coordination meetings. In 2025, I-REN refined the I-REN/SoCalREN coordination protocols established in 2024 to discuss high-level project development among co-enrolled agencies across both RENs. Additionally, I-REN consistently refers engaged agencies to the SoCalGas Public Direct Install Program when opportunities arise. These coordination activities enable streamlined, cohesive service delivery across overlapping PAs with EE programs operating in the Inland Empire, while limiting customer confusion.

Based on direction from the I-REN Executive Committee to increase awareness of existing non-I-REN programs and services available in our service territory, I-REN collaborated with the CPUC, SCE, SoCalGas, SoCalREN and other PA's to develop a plan to broadcast those programs and services throughout the I-REN service territory. These available services include programs such as the Energy Savings Assistance (ESA) program and Residential, Commercial, and Industrial Sectors programs which I-REN doesn't serve in its current portfolio. This continued collaboration has allowed I-REN to strengthen its relationship with these agencies, reducing duplication of efforts, and helping fill gaps in I-REN's current portfolio.

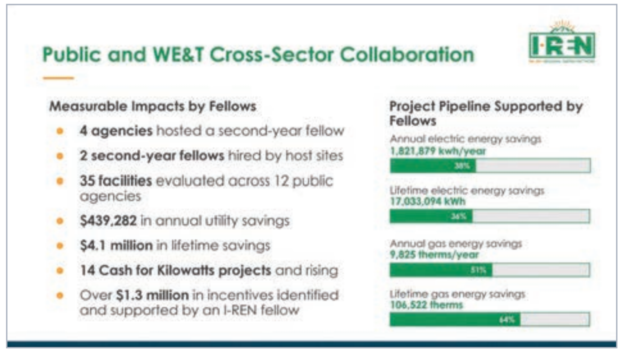
I-REN Cross-Sector Collaboration

In 2025, extra emphasis was placed on cross-sector collaboration across the public, WE&T, and C&S programs in line with I-REN's mission to build a stronger clean energy economy and community throughout California's Inland Empire by connecting residents, businesses, and local governments to a wide range of EE resources. Implementers from all sectors meet quarterly to discuss new avenues and opportunities for collaboration. I-REN leveraged synergies among WE&T fellows, potential project opportunities, and relationship building. Many I-REN agencies throughout the territory host an I-REN Energy Fellow and actively facilitate participation in public sector programs on behalf of their host sites. Agencies with I-REN Energy Fellow placements have more capacity to engage, with noticeable dips in program uptake when Fellows are no longer at a host site with identified projects.

*At present, this cross-sector overlap between public sector project identification/development and workforce fellow host sites has resulted in public sector projects totaling almost **$7.4 million in lifetime utility bill reductions** and more than **$2.1 million in incentives** if completed.*

The synergies between the public sector and WE&T sectors were highlighted during the "Filling Energy Workforce & Energy Project Pipelines: Cross-Sector Collaboration in the Inland Empire" panel at the California Climate and Energy Forum which brings together several hundred local government staff, elected officials, and community organizations, to collaborate and learn from each other as they work to advance fair and equitable climate change and energy practices. The panel was well attended and featured current and former participants of I-REN's Energy Fellowship program and one site host.

Select Slides from I-REN's "Filling Energy Workforce & Energy Project Pipelines: Cross-Sector Collaboration in the Inland Empire" Panel



I-REN's public sector program delivered a successful "Building Codes and Demand Management" panel at the 2025 Inland Zero Emissions Vehicle Forum in August. The collaboration focused on expanding regional resources, code compliance, and connecting the dots between EE and demand-side management, including a spotlight on I-REN's upcoming IDSM services. Additionally, there has been a dedicated effort to ensure cross-promotion of programs across the sectors, regardless of which sector is present. A more holistic understanding of I-REN's suite of offerings proved to be beneficial at events such as the Green California Schools & Higher Education Summit in November 2025.

OPPORTUNITIES IN 2026 AND BEYOND

Agency Engagement & Support Services

In 2026, I-REN will identify new avenues to educate and engage public agencies in the region and encourage their participation in I-REN's services. Capitalizing on the significant work across the region related to project identification and development, I-REN will focus on project implementation, helping agencies realize energy and cost savings, and roll out new program services. I-REN will leverage targeted engagement materials developed in 2025 to highlight agency participation and successes. Leveraging these materials in 2026, I-REN can ensure continued and increased participation in the TA Program, strengthen agency buy-in throughout the project implementation lifecycle, and reach new decision-makers.

As I-REN engages with a growing number of agencies across the region, some confusion remains around available program offerings within the broader EE public programs landscape, including services provided by RENs and third-party programs. To better support agencies in navigating these options and to encourage appropriate program uptake, whether through I-REN or other offerings, we will continue coordinating with overlapping program administrators to minimize duplication and maximize customer benefits.

Launch of IDSM Services

Historically, I-REN has not been able to offer IDSM support; however, public agencies have consistently expressed a strong need for this assistance and interest in exploring IDSM projects. In response to a growing interest and awareness of agency needs, I-REN is launching IDSM TA services to help agencies identify and implement comprehensive energy strategies tailored to their facilities.

I-REN will help agencies identify EE and IDSM opportunities, catalog existing technology, and assess which measures are best positioned for future advanced energy initiatives, such as microgrids and virtual power plants. This also includes a customized project implementation plan and incentive application support for available regional and state EE and IDSM funding and financing pathways.

I-REN's IDSM audit services will help agencies uncover opportunities for the following:

- Renewable energy systems, such as solar photovoltaic + battery storage
- Electric vehicle charging infrastructure
- Load flexibility and demand control technologies to improve grid resilience and mitigate peak loads
- Building electrification
- Microgrids and advanced energy systems

The integration of EE and IDSM services will enable I-REN agencies to take additional steps toward bolstering community and regional energy resilience.

Refining Strategic Energy Planning Tools

Many agencies that previously received an Energy Resilience Roadmap have advanced beyond initial recommendations and are looking for refreshed planning tools and opportunities to set new benchmarks. Moving into 2026, I-REN will shift its focus to providing updated Final Energy Resilience Roadmaps for agencies that have already received an initial roadmap in the past one to two years. The updated Final Energy Resilience Roadmaps will provide a clear review of project progress since the original report, identifying completed, ongoing, and deferred efforts. They will incorporate the most recent utility data to refresh analyses and ensure that recommendations reflect current energy use, available incentives, and emerging IDSM technologies. Updates will also address new agency priorities and support ongoing engagement, helping agencies maintain momentum toward long-term energy resilience goals.

Limited flexibility within the current Energy Resilience Roadmap platform has constrained report development, delivery timelines, and user experience. To address this, I-REN will complete its migration to a new software platform to streamline report development and improve delivery. This enhancement will enable more flexible, interactive report formats that can be accessed online or exported as needed, resulting in clearer, more consistent roadmap reports, faster delivery timelines, and an improved experience for partners and stakeholders using IDSM planning information.

IREN–PUBL–002: Public Buildings Normalized Metered Energy Consumption Program

PROGRAM DESCRIPTION

I-REN's Public Buildings Normalized Metered Energy Consumption (NMEC) Program, publicly known as Cash for Kilowatts, provides technical support (such as eligibility screening and measurement and verification) and incentives for meter-based energy savings. The program uses an NMEC approach to measure energy savings at the meter, incentivizing savings that have historically been excluded from EE programs or from technologies that are considered industry standard practices. The program places a special focus on whole building improvements to community-serving buildings by offering enhanced incentives for deep energy savings at critical facilities, cooling centers, and resilience centers.

Cash for Kilowatts has the following objectives:

- SUPPORT comprehensive lighting and whole building projects to improve the comfort and safety of vulnerable populations. The program will focus on critical facilities and emergency or cooling centers.
- DELIVER deep energy savings for public agencies at high visibility locations, positioning local governments as EE leaders within their communities and helping to meet local and state EE and GHG reduction goals.
- PROVIDE technical expertise and training to facility personnel to maximize the persistence of energy and bill savings. The program will deliver savings reports to public agencies to monitor and communicate post-project energy usage.

Using an NMEC approach to calculate energy savings will protect agencies from a mismatch between forecasted and actual savings. Combined with technical assistance and reinforcement of operations and management best practices, Cash for Kilowatts will maximize public agencies' savings for their communities.

ACCOMPLISHMENTS IN 2025

In 2025, I-REN's Cash for Kilowatts program built on the strong project pipeline established in 2024, marking several important program milestones. Key achievements included the completion of the program's first quarterly savings report and the disbursement of the first incentive payment for the Colton Joint Unified School District's completed project. In addition, five projects successfully completed construction and entered the NMEC performance period, during which energy savings will be measured directly at the meter. The program also approved its first multi-meter project, demonstrating that facilities with more complex metering configurations can participate in a program pathway that has historically included only single-meter projects.

*Cash for Kilowatts 2025 Gross Program Savings Verified**

117,939	12	0	$220,872
kWh savings 100% equity	kW savings 100% equity	Therms savings 100% equity	incentives disbursed 100% equity

*Savings are based on the final savings report metrics for projects that have completed the 12-month performance period. Equity status is determined at the project site level.

*Cash for Kilowatts 2025 Construction-Complete Savings Anticipated**

Metric	Savings Anticipated	% Equity
First-year gross kWh	181,741	91%
First-year gross kW	24	96%
First-year gross Therms	0	N/A
Incentives committed	$278,738	97%

*Savings are based on installation report approval metrics for projects that completed construction in 2025. Equity status is determined at the project site level.

*Cash for Kilowatts Program Pipeline Developed**

	Post-Application Approval		Pre-Application Approval	
Metric	Potential Savings	% Equity	Potential Savings	% Equity
First-year gross kWh	590,815	90%	4,377,595	96%
First-year gross kW	103	94%	–	–
First-year gross Therms	-15	100%	13,408	100%
Potential incentives	$547,929	95%	$4,250,674	97%

*Savings are based on forecasted construction completion timelines. The program pipeline includes total savings projected for 2026 and beyond. Equity status is determined at the project site level.

*Cash for Kilowatts Project Details**

Metric	Number of Projects	% Equity
Projects verified	1	100%
Projects construction complete	5	60%
Projects post-application approved	11	91%
Projects in pipeline: pre-application submittal	45	91%

*Equity status is determined at the project site level.

These milestones are reflected in tangible project results, including the energy efficiency projects completed by the Colton Joint Unified School District (CJUSD) and San Bernardino Community College District (SBCCD). CJUSD partnered with I-REN to complete an interior LED lighting retrofit at Joe Baca Middle School, improving efficiency across 72 classrooms. Through benchmarking support, AB 802 compliance assistance, and project coordination, I-REN helped CJUSD increase equipment efficiency and secure incentives, covering approximately 80% of total project costs. To mark the milestone, CJUSD and I-REN celebrated the project's momentum with a check presentation for the first incentive. The presentation highlighted the district's early progress toward energy savings and reinforced the partnership's role in helping secure critical funding.

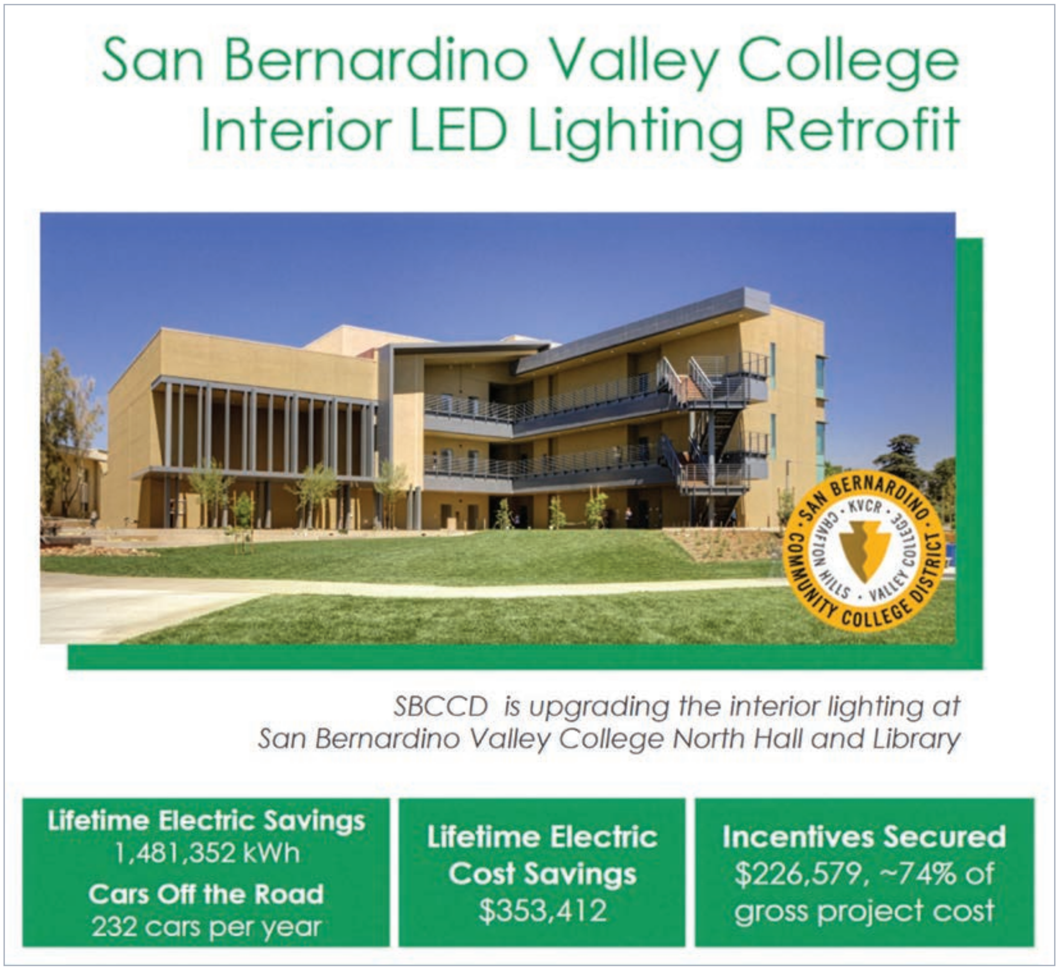
72	80%
classrooms upgraded	of costs covered

First Check Presentation with the Colton Joint Unified School District

SBCCD leveraged Cash for Kilowatts incentives to implement a comprehensive interior LED lighting retrofit project, anticipated to deliver approximately 1.48 million kWh in lifetime electric savings and an estimated $353,412 in avoided lifetime utility costs. Incentives totaling $226,579 covered approximately 74% of total project costs, significantly reducing upfront financial barriers and demonstrating the program's ability to improve project affordability while supporting large-scale public sector energy efficiency investments.

1.48M	$353,412	74%
kWh in lifetime energy savings	in avoided utility costs	of costs covered

San Bernardino Valley College Cash for Kilowatts Case Study



Cash for Kilowatts also implemented several strategic program improvements to better serve its territory and streamline project delivery. Post-installation inspections were shifted to occur immediately after construction completion and prior to the development of the full installation report, to most cost-effectively use ratepayer funds by minimizing documentation revisions. This streamlined approach was successfully applied to SBCCD's projects, which received installation report approval at the end of 2025.

Cash for Kilowatts also offered its enhanced incentive rate for any project that submitted an application to encourage program uptake and maximize the benefits to participating public agencies.

Additionally, Green Button Connect, a platform providing ongoing, real-time access to energy usage data, was successfully integrated into the BUC software. This enhancement enables projects to securely and seamlessly share data with the Cash for Kilowatts program, reducing the time required to request and receive data from utilities, thereby helping agencies receive incentives more quickly. To further strengthen program delivery, I-REN developed 12 new tools and templates to streamline and improve program processes.

OPPORTUNITIES IN 2026 AND BEYOND

Building on the momentum of 2025, Cash for Kilowatts will continue to expand its project pipeline in 2026 by extending the enhanced incentive rate, including the newly added $2 per Therm component, to agencies that submit project applications during the year.

As additional projects complete construction and advance through the 12-month NMEC performance period, Cash for Kilowatts anticipates increased incentive payments in 2026. To ensure that projected energy savings are fully realized, the program will enhance post-installation support by increasing engagement during the performance period. Planned improvements include monthly check-ins with participating agencies, the development of targeted educational resources for building operations staff, and the use of the BUC software in conjunction with Green Button Connect to issue alerts when actual energy use deviates from the approved projections.

Finally, the Cash for Kilowatts team is researching more affordable and accessible alternatives to the California Advanced Lighting Controls Training Program and the interNational Association of Lighting Management Companies (NALMCO®) for agency contractors, thus addressing a key barrier that has limited participation and slowed project implementation.

Public Sector EM&V Studies

I-REN conducted two studies for the Public Sector. A description of the studies, methodologies used, and the results are below.

STUDY 1: BARRIERS TO PROJECT PIPELINE

This study aims to identify and analyze the barriers that prevent agencies from making progress through the project pipeline. The primary objective is to determine the specific obstacles that jurisdictions encounter during the project exploration phase. By understanding these barriers, I-REN can develop strategies to overcome and facilitate smoother project progression.

Results: This study was combined with Study 3 with the goal of obtaining more survey responses. A quantitative survey analysis was combined with qualitative interview findings to complete this study. In the survey, jurisdictions were asked how important I-REN's Public Sector programming is to their organization. Strategic energy planning support was rated as most important, with financing and affordability support and one-on-one project support being ranked the next most important factors. The survey also asked which barriers to engagement with I-REN Public Sector Programs exist, and lack of funding was ranked as the most significant barrier. Identifying these challenges for I-REN's jurisdictions gives I-REN's Public Sector the opportunity to address these barriers with strategic energy planning and connections to energy efficiency funding opportunities.

STUDY 2: JURISDICTIONS MEETING EQUITY CRITERIA

This study aims to assess which jurisdictions have engaged with I-REN's Public Sector programs and meet the equity criteria defined by the California Public Utilities Commission (CPUC) in D.23-06-055. The primary objective is to evaluate the number of equity jurisdictions participating in the public sector, ensuring that these programs are reaching and benefiting communities that meet the CPUC-defined equity standards.

Results: This study looked at various equity factors including HTR criteria, Equity-eligible incomes, Disadvantaged Communities, Free or Reduced-Price Meals, and Tribal Communities. The results of this study demonstrate that jurisdictions meeting equity-criteria are prevalent in I-REN's territory, however these equity jurisdictions disproportionately show limited or no engagement with I-REN's resources. This demonstrates an opportunity for I-REN to strengthen its outreach to equity jurisdictions.

This finding reinforced what I-REN Executive Committee stakeholders have communicated as an urgent need for greater awareness of EE benefits and opportunities throughout the inland empire, and in particular these equity communities.

Codes & Standards

I-REN's service territory includes a wide range of Authorities Having Jurisdiction (AHJs), many of which continue to face structural challenges in enforcing the Energy Code due to limited staffing, dispersed geographies, varying permitting processes, and unique regional climate and environmental burdens.

Many of I-REN's jurisdictions are smaller and often lack dedicated building department personnel, rely on third-party plan-checking providers, or have minimal permitting infrastructure, all of which make consistent code compliance difficult. These barriers are further compounded by persistent air quality issues, high heat conditions, and historically under resourced communities across the Inland Empire. As a result, I-REN continues to play a critical regional role in strengthening local capacity for effective code compliance, improving awareness of Energy Code requirements, and supporting AHJs in becoming aware of energy-saving measures.

To address these needs, I-REN's C&S initiatives provide locally tailored training, education, and technical assistance that directly respond to the needs and realities of jurisdictions within I-REN's region. Trainings and educational resources are informed by in-person outreach, jurisdiction engagement, and building department assessments completed throughout the year, thus ensuring that training content aligns with the topics that are most important to jurisdictions. I-REN also expanded accessibility to its trainings by offering live Spanish simulcasts. I-REN's technical assistance program increased its use of the "Ask an Energy Code Question" service and developed jurisdiction-specific tools. To maintain statewide alignment and consistency in compliance-improvement strategies, I-REN collaborates with the statewide C&S team and meets quarterly with the California Climate and Energy Collaborative. These coordinated efforts advance reliable Energy Code implementation while supporting the region's long-term capacity for equitable code compliance.

IREN–CS–001: C&S Training and Education Program

PROGRAM DESCRIPTION

The Inland Regional Energy Network's (I-REN) Codes & Standards (C&S) Training and Education Program supports the needs of the local building industry through ongoing, accessible training events; access to no-cost educational resources; continuing education credits; certification opportunities; and in-language technical trainings. Resources increase and support understanding of Title 24, Parts 6 and 11 (the Building Energy Efficiency Standards in the California Code of Regulations and the California Green Building Standards Code [CALGreen], respectively). Locally focused interventions equip jurisdiction staff and private-sector professionals to improve compliance, streamline the permitting process, and cultivate the associated energy savings from code compliance.

Outreach for this program leverages I-REN governing agencies, regional local government networks, and industry associations, thus ensuring that trainings reach both public and private sector professionals. I-REN collaborates with statewide industry leaders, codes experts, and local governments to design and deliver effective messaging, particularly during code update cycles and transitions. This includes partnerships with organizations such as the American Institute of Architects (AIA) In 2025, I-REN also continued expanding training accessibility through Spanish language support and engagement with regional industry partners.

ACCOMPLISHMENTS IN 2025

Training Overview

I-REN's C&S Training and Education Program continued its upward trajectory of engagement in 2025, delivering 13 trainings and maintaining strong registration levels across the region. The program saw steady participation, reflecting its impactful reach.

In 2025, we saw some significant bright spots:

- I-REN became the first REN to offer live Spanish simulcasting of trainings.
- The program's AIA partnership elevated professional credibility, and we became an AIA continuing education unit (CEU) provider.

The challenges were equally important. San Bernardino County engagement fell sharply. After several months of data collection, the team discovered this was due to differences in fellowship cycles. Initially, the fellowship cohort was actively engaged with I-REN's C&S trainings, with high participation from fellows in San Bernardino county. Once this cohort ended, the next cohort did not attend as many C&S trainings as the previous cohort. It is also noteworthy that the fellowship program also had new supervisors, thus changing the point of contact that the C&S team would conduct outreach to for the trainings. This challenge highlights the need to establish lasting jurisdiction contacts and relationships beyond just the CivicSpark cohort. The team also discovered through in-person visits that many small jurisdictions lack physical building departments and outsource permitting, which structurally limits our traditional outreach model. Solutions to remedy this matter will be explored in 2026.

13
trainings

366
people registered
(0.27% increase from 2024)

207
attended trainings
(3.7% decrease from 2024)

57%
attendance vs. registration ratio

43%
of attendees took more than one training course

40%
of total attendees were equity participants

I-REN C&S 2025 Trainings Overview

Training Course	2025 Dates
Heat Pump Water Heaters for Building Departments	Tuesday, January 14
How the Energy Code Treats Electrification	Thursday, February 13
Heat Pump HVAC Technology: Commercial and Residential Applications	Wednesday, March 5
Residential Additions and Alterations	Thursday, March 6
Heat Pump Water Heaters 2.0 – Intermediate Course: Design, Installation, and Review	Thursday, April 24
Forum: The State of Compliance Ahead of 2025 Energy Code Updates	Wednesday, May 28
2025 California Building Energy Code Updates: Impacts on Electrification and Passive House	Thursday, June 5
Financials of Solar and Storage	Thursday, July 24
2025 Code Series: Deep Dive on What's New – Multifamily	Thursday, August 28
2025 Shadow Standards/Codes Restructured with California Energy Commission	Thursday, September 25
2025 Code Series: CALGreen	Thursday, October 23
2025 Code Series: Nonresidential Implementation	Thursday, November 13
2025 Code Series: Electrification Strategies for Contractors and Architects	Tuesday, December 9

In 2025, the program held 13 trainings, with 366 total registrants—a 0.27% increase from 2024—but 207 attendees, which reflects a 3.7% decrease from 2024. This was a result of the San Bernardino County drop-off. The attendance-to-registration ratio was 57%, showing good intent to participate but room to improve conversion. Notably, 43% attended more than one training, suggesting strong satisfaction and repeated value for ongoing participants.

Equity participation remained meaningful: 40% of the attendees were equity participants, even without a dedicated equity-focused code workshop in 2025. Knowledge gain remained exceptionally high, with 94.7% reporting increased understanding of the Energy Code.

In 2025, Riverside County's public sector attendance increased significantly to 107 unique attendees, while San Bernardino County's public sector attendance fell to 15, down from 61. Private sector numbers remained relatively stable in both counties despite targeted cross-promotion with incentive programs—around 10 in San Bernardino and 30 in Riverside. Expanding connections with contractor and building professional associations will be part of I-REN's targeting strategy in 2026 to expand this audience.

I-REN C&S Training Participants by Sector

Private Sector / Public Sector

Heat Pump Water Heaters for Building Departments	2 / 16
How the Energy Code Treats Electrification	3 / 24
Heat Pump HVAC Technology	2 / 17
Residential Additions and Alterations	5 / 20
Heat Pump Water Heaters 2.0 – Intermediate Course	4 / 10
2025 California Building Energy Code Updates: Impacts on Electrification and Passive House	3 / 7
Financials of Solar and Storage	5 / 9
Code Series: Deep Dive on What's New – Multifamily	3 / 14
Shadow Standards/Codes Restructured with CEC	3 / 5
Code Series: CALGreen	3 / 14
Code Series: Nonresidential Implementation	4 / 8
Code Series: Electrification Strategies for Contractors and Architect	4 / 9

In 2025, I-REN continued to administer post-training surveys following all C&S offerings to support CPUC metrics reporting and inform continuous improvement in program offerings. In 2025, I-REN collected 133 completed surveys, with 94.7% of respondents reporting increased knowledge of the Energy Code. Survey feedback reflected high levels of satisfaction with instructor expertise, the relevance and clarity of the training materials, and the overall quality of instruction.

Many participants continued to attend multiple sessions throughout the year, with 43% taking more than one training. This demonstrates sustained interest in I-REN's offerings and trust in the program's value. Positive feedback received from I-REN's trainings was captured in the post-training surveys, with one participant saying, "Thank you for the well organized and detail[ed] presentation!" and another saying, "Great class, thank you for keeping us on the up and up."

> *"Great class, thank you for keeping us on the up and up."*

Forums

In 2024, I-REN hosted its first two virtual forums, featuring diverse panels of speakers and reaching many of I-REN's jurisdictions. In 2025, I-REN expanded on its forum offerings and hosted another two virtual forums. Sixty-nine people attended I-REN's two 2025 forums, which was a 57% increase from 2024. For both forums, 100% of the respondents indicated increased knowledge of the Energy Code.

2	128	69
forums	people registered (68% increase from 2024)	attended trainings (57% increase from 2024)

57%	100%
attendance vs. registration ratio	of respondents indicated increased knowledge of Energy Code

I-REN's first forum in 2025 was "The State of Compliance Ahead of the 2025 Energy Code." I-REN had 53 participants for this forum, which focused on existing needs, studies, and the status of code compliance. A diverse set of speakers, representing both government and the private sector, discussed the 2025 Energy Code updates, permitting and compliance rate studies, and resources to help improve compliance.

I-REN's second forum in 2025 was "Resiliency in a Changing Energy Landscape." I-REN had 26 attendees for this forum, which had four speakers, representing both government and the private sector, and discussed current and upcoming changes to the building energy space in California. This included existing methods that can be implemented to increase building efficiency, occupant comfort, and safety during stresses such as extreme heat. I-REN showcased its resources to support these efforts for its jurisdictions.

Across the two forums, I-REN had 17 unique jurisdictions with staff participating in the forums. In 2026, I-REN aims to increase participation to 32 unique jurisdictions. For 2026, I-REN's C&S program will increase the number of forums it hosts to four for the year, one quarterly. I-REN's preliminary forum topics will include: Air Quality and Building Design, Solar and Storage Opportunities, the Energy and Water Nexus, and Energy Code Applications for the Inland Empire's Climate Zones.

Launch of Multilingual Offerings

I-REN recognizes the demographic and linguistic composition of its territory, allowing it to expand its multilingual strategy in 2025. The 2020 Census identified Hispanic Californians as the largest ethnic group, making up 39.4% of the state's population. In the Inland Empire alone, the Hispanic population comprises a majority of the region at 51.5%, amounting to around 2.37 million people (University of California Riverside).[3] Available code and technical training offerings are mostly conducted in English,

[3] Source: aqui-estamos-r4-digital-distribution.pdf

but may not be accessible to contractors who primarily speak Spanish. Statewide, these contractors are crucial in meeting California's energy efficiency goals, especially its goal of installing 6 million heat pumps by 2030.

Building on its efforts in 2024, I-REN offered live simulcast trainings in Spanish for its Energy Code trainings throughout the year, becoming the first REN to provide no-cost CEU-eligible trainings in Spanish. Program partners emphasized the long-term importance of this offering for reaching workers often excluded from statewide technical training. Cross-promotion with the Institute of Heating and Air Conditioning Industries, TECH Clean California, and the Quality Heating, Ventilation, and Air Conditioning (HVAC) program helped generate strong early traction for Spanish-language offerings.

In 2026, I-REN plans to continue promoting multilingual training options and will begin tracking on-demand Spanish content to further expand accessibility.

Improved Equity Data Collection Practices

In 2025, 40% of I-REN's total training attendees were equity participants, showing a 17% increase from 2024 in reported equity participants. I-REN's improved data collection framework ensures that I-REN can more accurately assess trends over time and continue expanding access for priority communities in 2026.

To meet CPUC equity reporting requirements and better understand who the program is serving, I-REN continued strengthening its equity data collection methods in 2025. I-REN evaluates participants for the following:

- Disadvantaged Worker, defined in D.18-10-008
- Disadvantaged Community, defined by Senate Bill (SB) 350, discussed in D.18-05-041, and measured using the California Environmental Protection Agency's CalEnviroScreen analytical tool
- Hard-to-reach, as defined by CPUC and most recently modified in D.23-06-055
- Underserved Community, defined by CPUC in D.23-06-055

These categories, each supported by CPUC definitions and statewide equity frameworks, enable I-REN to track its progress in engaging priority populations. However, tracking equity data often necessitates requesting sensitive information such as home address, phone number, household size, household income, and language most frequently spoken at home. For programs such as I-REN C&S Training & Education that gather equity information from individual members of the public completing training and forum event registration forms, this has posed a barrier to participation. Previously, the C&S Training and Education Program received multiple complaints or opt-outs due to the length of registration forms and the invasiveness of the information requested to verify equity participation.

To address this barrier, I-REN's C&S program team undertook an effort to streamline the registration form and provide context for equity-related questions. Previously, in July 2024, I-REN updated its form to include simplified fields, plus an "Equity Tracking Disclaimer and Acknowledgment" that informs registrants about why they are being asked the questions and assures them that their data will not be shared other than as required for reporting by CPUC. Doing so has reduced complaints, increased registration counts, and enabled I-REN to definitively measure equity participation.

OPPORTUNITIES IN 2026 AND BEYOND

The variety, accessibility, and reach of offerings will continue expansion to serve the needs of jurisdictions, building professionals, and contractors. This includes more introductory-level training topics that proved to be in demand, and opportunities to bring regionally pertinent topics to light more frequently. An on-demand platform will host all trainings in both English and Spanish and will continue offering no-cost CEUs and AIA credits.

I-REN also recognizes the importance of certifications for building professionals within its region. Opportunities to support certification will include Energy Code Compliance (ECC) Rater, California Energy Analyst, Certified Building Official, Plan Examiners, and related International Codes Council certifications.

To deepen engagement with its jurisdictions, I-REN will increase and improve outreach to its jurisdictions. I-REN will conduct up to three additional in-person jurisdiction visits to establish contacts, understand permitting processes, and promote offerings. I-REN will also research and develop a central reference list of third-party permitting and plan checking services used by jurisdictions that can be engaged in code compliance offerings in order to increase compliance. Additionally, I-REN will continue to increase its private sector engagement and support cross-cutting efforts with its WE&T Program by developing cross-promotional relationships with regional contractor associations and connecting regional ECC Raters with resources.

IREN–CS–002: C&S Technical Support Program

PROGRAM DESCRIPTION

The Inland Regional Energy Network’s (I-REN) Codes & Standards (C&S) Technical Support Program provides technical assistance tools and resources that assist building departments and the building industry with understanding, evaluating, and permitting the energy codes. The program aims to identify and address the areas of greatest need for improved permitting processes, code compliance, and the success of energy efficiency projects.

ACCOMPLISHMENTS IN 2025

A comprehensive suite of strategies, services, and tools designed to increase energy code compliance across the region will be delivered with a particular focus on underserved, hard-to-reach, disadvantaged, and environmental and social justice communities. Program delivery will combine research, jurisdictional engagement, tailored technical assistance, and coordinated training to help local governments and the building industry understand, permit, and enforce the Energy Code more effectively.

Notable aspects include the following:

- Engagement grew significantly with 10 questions resolved, up from 3 in 2024.
- We improved visibility through updates to the Energy Code Support page, distributing new collateral during visits to 14 jurisdictions, and conducting direct calls and emails to all of I-REN's jurisdictions in the second and third quarters.
- Palm Springs' Reach Code (explained below) continues to progress with the support of David Freedman, I-REN's local reach code expert, demonstrating how jurisdictional support often spans multiple years.

Energy Code Support

The increase in interest for the Energy Code Support service was supported by updating the Energy Code Support page at iren.gov with the "Ask an Energy Code Question" resource as well as permit guides.

Additionally, I-REN increased in-person outreach efforts in order to make jurisdictions aware of the technical support offered by I-REN. I-REN developed collateral to promote its technical support offerings and delivered the collateral in-person to 14 jurisdictions. This in-person outreach to jurisdictions helped I-REN determine building department status, processes, and support needs. I-REN also promoted the offering through partner channels such as AIA and California Energy Alliance.

Reach Codes

Reach codes serve as methods that enable jurisdictions to implement policy that goes above and beyond statewide standards for energy efficiency and building electrification. In 2025, I-REN continued to support the City of Palm Springs with its Reach Codes for two in-progress ordinances:

- Supporting the early adoption of 2025 code-controlled environment horticulture lighting efficiency measures.
- Supporting the enhancement of existing home EE requirements, based on an updated 2023 cost-effectiveness study for home EE.

The City of Palm Springs Reach Code ordinance was approved by the Sustainability Commission and is currently awaiting approval by the Indian Planning Commission and Tribal Council. I-REN remains active in these Reach Code developments to support the City of Palm Springs.

OPPORTUNITIES IN 2026 AND BEYOND

In 2026, I-REN's C&S Technical Assistance Program will continue to expand and strengthen its offerings for its jurisdictions. A major shift is the addition of a central reference list of third-party plan check and permitting firms, which is a direct response to the finding that many jurisdictions outsource these services. The team will also conduct more jurisdiction visits and expand private sector engagement through new partnerships with contractor and rater associations.

In 2026, I-REN will explore the development of an integrated platform to host program management dashboards, training and forum registration information, outreach and engagement data, audience lists, and reporting metrics. This platform would centralize C&S activities and improve both internal coordination and external reporting. This system will streamline reporting for CPUC requirements, enhance visibility into participation trends, and support more data-driven decision making across the C&S program.

To deepen its understanding of regional permitting practices, I-REN plans to conduct an exploratory permitting study to assess how jurisdictions manage plan review, the types of permitting software in use, the availability of permitting data, and common barriers to Energy Code compliance. With many of I-REN's jurisdictions lacking traditional building department structures or relying on third-party plan checkers, this study will provide foundational insights to inform future training, technical assistance, and resource development.

Building on the increased use of the "Ask an Energy Code Question" service and jurisdiction feedback collected through in-person visits in 2025, I-REN will begin designing enhanced technical assistance offerings. These may include direct, long term support for local agencies requiring deeper expertise in Energy Code modeling, software navigation, and advanced compliance topics. Additionally, I-REN will continue cross-promoting the statewide ECC Rater Program (formerly Home Energy Rating System) to ensure that regional building professionals have access to recognized certification pathways.

As more jurisdictions pursue advanced energy projects, such as the City of Eastvale's microgrid initiative, I-REN will provide support by developing tailored resources, targeted trainings, or a dedicated workshop focused on Energy Code implications for microgrid infrastructure. These insights will also help inform broader regional guidance on distributed energy resources and code compliance for emerging technologies.

Codes & Standards EM&V Studies

I-REN conducted two studies for the Codes & Standards Sector. A description of the studies, methodologies used, and the results are below.

STUDY 3: LOW ENGAGEMENT JURISDICTIONS

This study aims to identify the characteristics of jurisdictions that have little to no participation in I-REN's program offerings. By understanding these characteristics, the study seeks to uncover the underlying reasons for low engagement and develop strategies to address them. The primary objective is to increase both the number and diversity of jurisdictions participating in I-REN's C&S services, thereby ensuring a more inclusive and widespread adoption of these programs.

Results: This study was combined with Study 1 with the goal of obtaining more survey responses. A quantitative survey analysis was combined with qualitative interview findings to complete this study. In the survey, jurisdictions were asked which barrier was the most significant to participating in I-REN's energy code trainings. Limited staff time was ranked as the most significant barrier. I-REN's C&S program has the opportunity to provide on-demand trainings to its jurisdictions to help address this barrier.

STUDY 4: TRAINING FORMATS

This study aims to review the current training formats and survey I-REN's jurisdictions to identify their preferred training methods. The primary objective is to understand the training preferences of participants and offer a variety of formats that cater to their needs.

Results: This study surveyed training participants to determine which training mode is the most preferred. I-REN's current format of online live trainings was ranked as the most preferred training format and this format is planned to continue in 2026 and beyond.

Workforce Education & Training

Through its WE&T cross-cutting sector programs, I-REN will serve as a vital link between workforce skills and training providers such as community colleges and employers to build a more robust market and increase the number of skilled EE contractors in the Inland Empire.

These activities will promote job market recovery and progress toward statewide goals regarding EE, air quality, and support for hard-to-reach, underserved, rural, tribal, and disadvantaged communities. Both SB 350 and SB 535 prioritize these communities for initiatives to improve air quality, increase EE, and address economic conditions. SB 350 emphasizes workforce development and increased project penetration in underserved communities. I-REN has an opportunity to support these goals through its WE&T initiatives.

IREN–WET–001: WE&T Training and Education Program

PROGRAM DESCRIPTION

In its Training and Education Program, I-REN will assess the current training marketplace in the Inland Empire and work with local providers, including higher education providers, high schools, adult schools, and professional training companies to tailor content to be relevant to the region's needs and ensure that disadvantaged communities are a focus. I-REN will collaborate with training providers to improve access to a broad spectrum of training opportunities in person, online, and in the field.

The Training and Education Program creates a robust local network of training programs that increase capacity and knowledge related to EE in the building industry. I-REN focuses mostly on entry-level offerings in Riverside and San Bernardino counties. I-REN and these offerings raise the value of EE training and career paths within high schools, community colleges, and universities; encouraging more people to enter an industry involving or related to EE.

I-REN WE&T Training & Education Program Overview

COMMUNITY OUTREACH AND ENGAGEMENT
Help diverse job seekers find employment opportunities.

NO-COST TRAINING AND EDUCATION
Energy efficiency topics and trends.

WORKFORCE DEVELOPMENT ACTIVITIES
Create job pathways to local companies.

BENEFIT
Improve access to training opportunities in person, online, and in the field.

ACCOMPLISHMENTS IN 2025

Through collaborations with the Riverside and San Bernardino County Workforce Development Departments in December 2024, I-REN released an Energy Workforce Gaps Assessment, which analyzed energy workforce gaps, employer needs, and existing training opportunities in Riverside and San Bernardino counties. Findings from the assessment highlight significant energy job growth (25% by the year 2030), high retirement rates and transfer rates (75%), and skill gaps among job seekers, emphasizing the need for training in clean energy technologies and equitable access to programs.

The assessment recommended:

- CONNECT job seekers to training
- ENHANCE support services
- STRENGTHEN the education-to-career pipeline
- FOSTER collaboration between employers and training providers to meet the region's growing energy workforce demands

In 2025, the results of this assessment were presented to the I-REN Workforce Roundtable and the I-REN Executive Committee. The recommendations were affirmed and prioritized to foster collaboration between employers and providers, strengthen the education-to-career pipeline, connect job seekers to training, and enhance support services.

Using these recommendations, I-REN collaborated with both the Riverside and San Bernardino County Workforce Development Departments to enhance existing energy career pathways within the region. These partnerships are expected to provide 180 individuals with access to energy-related training opportunities within a two-year period. Participants receive no-cost or low-cost trainings, support services, and employer engagement opportunities throughout their participation, with a goal of reducing the skills gap within the region.

Quarterly Workforce Roundtables

In 2025, I-REN hosted a total of 10 working group roundtables at each of the unique subregions of the I-REN territory(Eastern Riverside County: Coachella Valley, Western Riverside County, and San Bernardino). Nine were held in-person at their respective subregions and one was held virtually to allow all subregions to participate at one time.

Roundtable participation included 56 participants from 45 organizations. Organizations included cities, chambers of commerce, both I-REN counties' workforce departments, both counties' economic development departments, SCE, SoCalGas, local educational institutions (both public and private), and various local workforce and training organizations. Each of the roundtables provided an opportunity for I-REN and its partners to share their work within the region and enable collaboration among organizations. I-REN hosted both County Workforce Development Departments to share their work, as well as Inland Economic Growth & Opportunity and the Inland Empire/Desert Regional Consortium. All of these presentations provided valuable insight into potential collaboration and aided in the prevention of duplication of efforts across agencies within the Inland Empire.

I-REN Energy Science Fair Awards

In 2025, I-REN supported the San Bernardino County Superintendent of Schools by sponsoring the I-REN Energy Science Fair awards at the San Bernardino, Inyo, and Mono Counties Science and Engineering Fair , which is an annual science project competition for students who attend the schools in each county. I-REN evaluated projects in the energy category at the elementary, junior, and high school divisions. Evaluations included five projects in the elementary division, three projects in the junior division, and four projects in the senior division in the energy, sustainable materials, and design category.

The following project teams received I-REN Energy Science Fair awards and joined I-REN at the April 2025 I-REN Executive Committee meeting, where the students received recognition for their hard work and dedication on their projects in the field of energy Elementary Division: Clean Energy

- **Junior Division:** Watt a Waste: Using Microbial Fuel Cells to Produce Electricity
- **Senior Division:** Effect of Dust on Solar Panel Efficiency

I-REN WE&T Partnership Opportunities

EXPLORE resources and potential partnerships for K–12, Community Colleges, and Universities for energy career pathways.

CREATE and provide job training, certifications, and innovations related to the energy field with industry stakeholders.

HOST an energy efficiency job fair.

DEVELOP a virtual training learning center for energy efficiency.

Inland Empire Desert Regional Consortium (IEDRC)/I–REN 2025 Energy and Infrastructure Sector Showcase

In partnership and collaboration with IEDRC, I-REN hosted an event with more than 180 attendees, which was a one-stop shop within the energy workforce system that brought together Inland Empire community colleges, local agency staff, and workforce organizations that focused on issues, barriers, and resources to help connect, identify, and have conversations to further develop the local workforce training initiatives.

Science and Technology Education Partnership (STEP)

STEP was developed 25 years ago to "inspire students to pursue careers in Science, Technology, Engineering, and Mathematics (STEM)" across the Inland Empire. On March 7, 2024, I-REN received the exemplary STEP participation award from the STEP organization. In 2025, I-REN continued supporting STEP programs as they seek to expand their offerings within energy and to schools and areas considered to be more hard-to-reach or underserved. Each year, STEP hosts three annual STEPCon events — one each for students, educators, and counselors. In 2025, STEPcon reached and provided resources and services to 5,100 students (1,600+ in person, and 3,500 virtual), 200 educators, and 100 counselors.

5,100	200	100
students reached	educators engaged	counselors engaged

Local Government Sustainable Energy Coalition (LGSEC)

LGSEC is a statewide membership network representing local government interests related to EE, clean energy, and climate resilience to state regulatory agencies. Together, LGSEC members advance sustainable energy and climate solutions to meet California's decarbonization goals through knowledge exchange, targeted learning opportunities, and statewide collaboration. I-REN offers its member agencies a sponsored one-year membership in LGSEC. As of February 2025, I-REN has enrolled 12 agencies as members in LGSEC and encourages their participation in the energy policy landscape. Participants include the cities of Canyon Lake, Colton, Corona, Jurupa Valley, Lake Elsinore, Palm Springs, Rancho Cucamonga, San Jacinto, Temecula, and Twentynine Palms; the County of Riverside, and the Town of Apple Valley.

CPUC Supplier Diversity Workshop

In April 2025, I-REN held a workshop that brought speakers from CPUC and utilities to share supplier diversity information to many of the local chambers of commerce and diverse businesses in the I-REN region. A total of 179 attendees from 131 local businesses, community-based organizations, and local organizations received information and guidance on how to participate in the CPUC Supplier Diversity Clearinghouse program and gain access to the resources that are available to them within the region. The event has become an annual part of I-REN's event schedule, with a second event planned in Spring 2026. Thirty-seven attendees participated in a survey. All reported that the event was very good or excellent and they wanted more information about CPUC Supplier Diversity Clearinghouse opportunities. Seventeen of the surveyed participated were certified by the CPUC Supplier Diversity Clearinghouse and they appreciated the additional networking opportunities, the remaining 20 survey participants expressed interest in the information presented and in learning more about certification.

CPUC Supplier Diversity Workshop

OPPORTUNITIES IN 2026 AND BEYOND

Workforce Market Assessment (Implementation)

Based on the I-REN Workforce Roundtable and the I-REN Executive Committee's prioritization of the recommendations identified in the I-REN Energy Workforce Gaps Assessment, staff will work to implement program development or enhancements that support education and training in energy pathways in the I-REN territory.

Energy Savings Assistance (ESA) Pipeline Program & Collaboration

I-REN identified seven contractors within the Inland Empire that partner with the SCE and SoCalGas ESA Program to provide income-qualified homeowners and renters with no-cost energy-efficient home improvements. In collaboration with the County Workforce Development Departments and community colleges, I-REN is planning to engage in additional training and support services for these seven contractors through the coming years. These additional training opportunities are intended to assist in filling an identified gap in hiring and retaining qualified job seekers for specific energy roles. As participants in the energy career pathways complete their trainings, they may have opportunities to be employed through these ESA contractors and close the loop for their training pathway. I-REN believes that a pipeline program and collaboration such as this one can be scaled and offered to other energy service industries, in the future.

IREN–WET–002: WE&T Workforce Development Program

PROGRAM DESCRIPTION

I-REN will convene and collaborate with state, regional, and local stakeholders, including workforce investment boards (WIBs) and economic development departments to develop a unified mission around the region's EE workforce, highlighting pathways for job seekers to enter the green jobs market and increase access for disadvantaged communities. I-REN will facilitate identifying opportunities for employers and local workforce partners to network and connect.

With its governing agencies' existing networks of contractors and training providers, I-REN is well positioned to help bridge the gap between the energy industry and the workforce. I-REN is building partnerships with local community colleges, local universities, and local WIBs to establish a comprehensive network of WE&T offerings. I-REN also brings close connections with local government planning and building departments across the region. I-REN's WE&T initiatives offer important opportunities for collaboration across other sectors through its work in the public sector and C&S — both of which are important drivers of EE and advanced energy activity and employment in the region.

ACCOMPLISHMENTS IN 2025

I–REN Energy Fellowship

In 2025, the I-REN WE&T Program deployed a total of 32 I-REN Energy Fellows with public sector agencies. Historically, public sector agencies in the I-REN region have lacked the capacity to track, monitor, implement and comply with various energy and environmental statewide goals and requirements. The I-REN Energy Fellows address this barrier by supporting and filling organizational capacity needs related to EE project identification, energy building identification and benchmarking, climate/energy action planning, outreach of workforce, education and training into the communities, and other sustainability initiatives. Of the 14 fellows who participated in the 2024–2025 cycle, seven were able to use the experience and knowledge they received through the fellowship to obtain full-time work within either their site host, another local public agency, or through the connections they made during their time as an I-REN Energy Fellow.

32	40	$717,430	2,844,110
I-REN Energy Fellows deployed	projects from 22 agencies	estimated annual energy bill savings	kWh/year overall energy savings

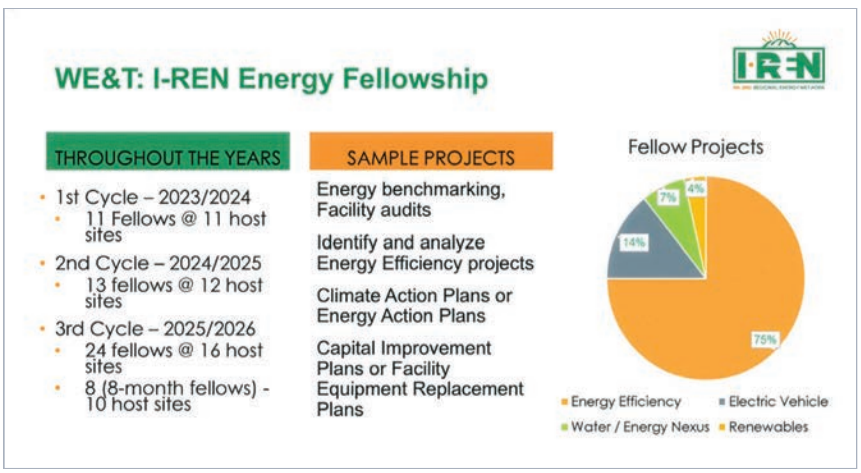
As of February 2026, there are 40 projects in I-REN's public sector Cash for Kilowatts incentive program queue from 22 agencies where an I-REN Energy Fellow has direct involvement in the project and process for completion. Five agencies that had utilized a fellow in a previous cycle requested another fellow and are moving forward with energy efficiency projects that their current I-REN Energy Fellow is actively coordinating. These 40 projects total an estimated annual energy bill savings of $717,430, and an overall energy savings of 2,844,110 kWh/year, and 8,028 Therms/year. The most impressive result of having fellows working within the agencies is the incentive dollars that they have been able to secure for their respective site hosts.

*Currently **$2,163,113 in savings** has been allocated to agencies for energy efficiency projects utilizing a Fellow.*

That figure is expected to rise as 10 of the projects are still in the initial project identification phase and incentive dollars have not yet been fully factored in. Currently, nearly 52% of all the incentive dollars within the public sector pipeline are allocated to projects utilizing an I-REN Energy Fellow. In line with that figure, 63% of the annual energy savings within the total public sector pipeline is tied to projects utilizing an I-REN Energy Fellow.

The I-REN Energy Fellowship Program is not only providing valuable support for agencies within the region, but is also providing an avenue to increase energy savings and participation in I-REN's public sector project pipeline. The host sites are receiving no-cost project management as well as potential energy savings through their involvement in the public sector arm of I-REN. As a whole, the I-REN Energy Fellowship Program was designed to place highly engaged individuals into public sector positions to gain experience and an opportunity to practice energy-related work; however, the end result has affected both the site agencies and the energy efficiency landscape in a much more significant manner. The collaboration among sectors allows the WE&T Program to directly support the realization of energy savings. This underscores the opportunity and need for more fellows to be placed within the region, which is part of I-REN's Workforce Development plans for 2026.

I-REN WE&T Energy Fellowship Overview



Job/Career Fairs and Events

I-REN attended approximately 41 events in 2025. Through these job/career fairs and community events, the I-REN team collected more than 270 interested job-seeker forms from individuals interested in the I-REN Energy Fellowship, or hearing about I-REN workforce resources. Some of these job fairs were conducted in partnership with Energy is Everything. I-REN has a system to collect interested job-seeker forms from prospective candidates. The information is compiled into a listserv. I-REN notifies the candidates who are registered in the listserv when the I-REN Energy Fellowship application is open, which may result in an Energy Fellow placement with a member agency.

Experiential Learning for I-REN Energy Fellows

During the first year of the I-REN Energy Fellowship (2023 –2024), the I-REN team provided the fellows with an opportunity to participate in a tour of a local software company, Esri, focusing on energy planning and infrastructure. After surveying the first year I-REN Energy Fellows, I-REN received positive feedback on this tour and determined that pursuing similar opportunities would support the fellows with experiential learning that develops their expertise in the industry and illuminates high road career paths in alignment with ESJ Action Plan Goal 7. As such, the second cycle of Fellows for 2024-2025 Fellowship program year received the opportunity to participate in the following events and tours:

- December 2024: Regional Energy and Climate Hub (REACH) Inland Empire
- January 2025: I-REN Community Resilience Center Workshop
- February 2025: I-REN Energy Fellow Esri Tour
- March 2025: Inland Empire/Desert Regional Consortium and I-REN Energy & Infrastructure Sector Showcase
- March 2025: I-REN Energy Fellow California Air Resources Board Tour
- April 2025: I-REN Energy Fellow CR&R Environmental Services' Anaerobic Digester Tour
- May 2025: I-REN Energy Fellow GRID Alternatives Tour
- July 2025: California Climate and Energy Forum Fellowship participation opportunity
- August 2025: San Bernardino Valley College – Leadership in Energy and Environmental Design (LEED) Certified Building Tour
- August 2025: Zero-Emissions Vehicles Forum

These opportunities were so impactful for the 2025 cohort that the 2026 cohort will continue to have tours and experiential events throughout 2026. As of February 2026, there are nine events scheduled for I-REN Energy Fellows to participate and gain further industry knowledge.

Fellows at the California Air Resources Board in March 2025

OPPORTUNITIES IN 2026 AND BEYOND

In 2026, the I-REN WE&T team plans to expand opportunities for I-REN Energy Fellowships at public agencies in the region, to support the growing pipeline of public sector NMEC projects in the I-REN's Cash for Kilowatts program. There will also be expansion of I-REN Energy Fellowship opportunities to include water-energy nexus opportunities with water and special districts, and energy education at public educational institutions and school districts. I-REN will also expand educational offerings for Energy Fellows and the K–12 community.

March 2026 Energy & Infrastructure Sector Showcase (planned in partnership with the Inland Empire/Desert Regional Consortium)

The purpose of the event is to be a one-stop energy workforce ecosystem that will bring together Inland Empire community colleges; local agency staff; and workforce organizations that will focus on the issues, barriers and resources to help connect, identify, and have conversations to determine training opportunities that will assist in developing a green energy pathway for job seekers in the region.

Partnership with EcoHero for Elementary Education

EcoHero provides assembly style conservation education for children in grades K–6. I-REN partnered with EcoHero to provide up to 27 school assembly presentations to elementary schools within the Inland Empire. I-REN also provided additional input for a specific I-REN Clean Energy careers book, "Power Up Your Future," and song. Both provide educational awareness of the types of energy careers that can be impactful for their future career pathway goals. The children are able to sing about energy awareness, conservation in general, and uncover their potential to be an EcoHero in their everyday lives. The first presentation of EcoHero was at STEPCon in October 2025 with 17 additional presentations scheduled so far for the 2026 school semester.

EcoHero Elementary Education Read and Rap-Along Book

Sector-Wide Workforce Collaborations

In alignment with I-REN's workforce objectives from its business plan, I-REN serves as a facilitator and convener, bringing together a wide variety of workforce development and educational providers in the region to address the region's workforce needs related to energy efficiency, decarbonization, and resiliency. I-REN workforce collaborations have continued to grow year over year as shown below.

I-REN WE&T Sector-Wide Collaborations, 2023–2025

I-REN Partner	2023	2024	2025
Associated Builders and Contractors Inland Empire Branch	X		
Barstow Community College	X		
California Baptist University	X		X
California Employment Development Departments – Veterans Division		X	
California State University, San Bernardino	X	X	X
Center for Employment Training		X	X
Chino Valley Chamber of Commerce	X		
CivicWell Climate Adaptation Forum	X		
College of the Desert		X	X
Construction Trades Workforce Initiative	X		
Desert Valley Builder Association		X	X
Eastvale Chamber of Commerce		X	
Energy Code Ace	X		
Energy is Everything		X	X
Esri			X
Goodwill Career Resources Inland Empire	X		
Greater Coachella Valley Chamber of Commerce		X	X
GRID Alternatives		X	X
Inland Economic Growth & Opportunity		X	
Inland Economic Growth & Opportunity			X
Inland Empire Community Colleges Job Developers	X		
Inland Empire Community Foundation			X
Inland Empire Economic Partnership		X	X
Inland Empire Labor Institute		X	X
Inland Empire/Desert Regional Consortium	X		
Inland Southern California Collaborative		X	X

I-REN Partner	2023	2024	2025
Institute of Heating and Air Conditioning Industries		X	X
International Facility Management Association			X
James Irvine Foundation	X		
Launch Apprenticeship Network	X		
Local Employment Development Department Veterans Division	X		
Local Government Sustainable Energy Coalition		X	X
Mount San Jacinto College	X		
Norco Community College		X	X
Public Health Institute / CivicSpark		X	X
Redland Chamber of Commerce		X	X
Riverside City College Guardian Scholars	X		
Riverside County Office of Economic Development		X	X
Riverside County Office of Education (RCOE)	X		
Riverside County Workforce Development Department		X	X
San Bernardino City Unified School District	X		
San Bernardino Community College District			X
San Bernardino County Economic Development Agency		X	X
San Bernardino County Superintendent of Schools	X		
San Bernardino Valley College		X	X
San Bernardino Workforce Development Department		X	X
San Gorgonio High School (Jobs 4 California Graduates)	X		
Science and Technology Education Partnership (STEP)		X	X
Southern California Energy Innovation Network	X		
Thrive Inland SoCal		X	X
Time for Change Foundation	X		
Tomorrow's Talent	X		
U.S. Green Building Council			X
University of California, Riverside		X	X
Uplift San Bernardino		X	X
Victor Valley College Career and Technical Education		X	X
Youth Action Project	X		
Total	24	28	32

Workforce Education & Training EM&V Studies

I-REN conducted two studies for the WE&T Sector. A description of the studies, methodologies used, and the results are below.

STUDY 5: FELLOW RETENTION

This study aims to identify and assess the factors that contribute to fellow retention following I-REN's Fellowship Program under Workforce Education and Training (WE&T). The primary objective is to evaluate the needs of site hosts to hire fellows after the completion of the fellowship program. By understanding these factors, the study seeks to develop strategies to improve retention rates and ensure the long-term success of the fellows in their respective roles.

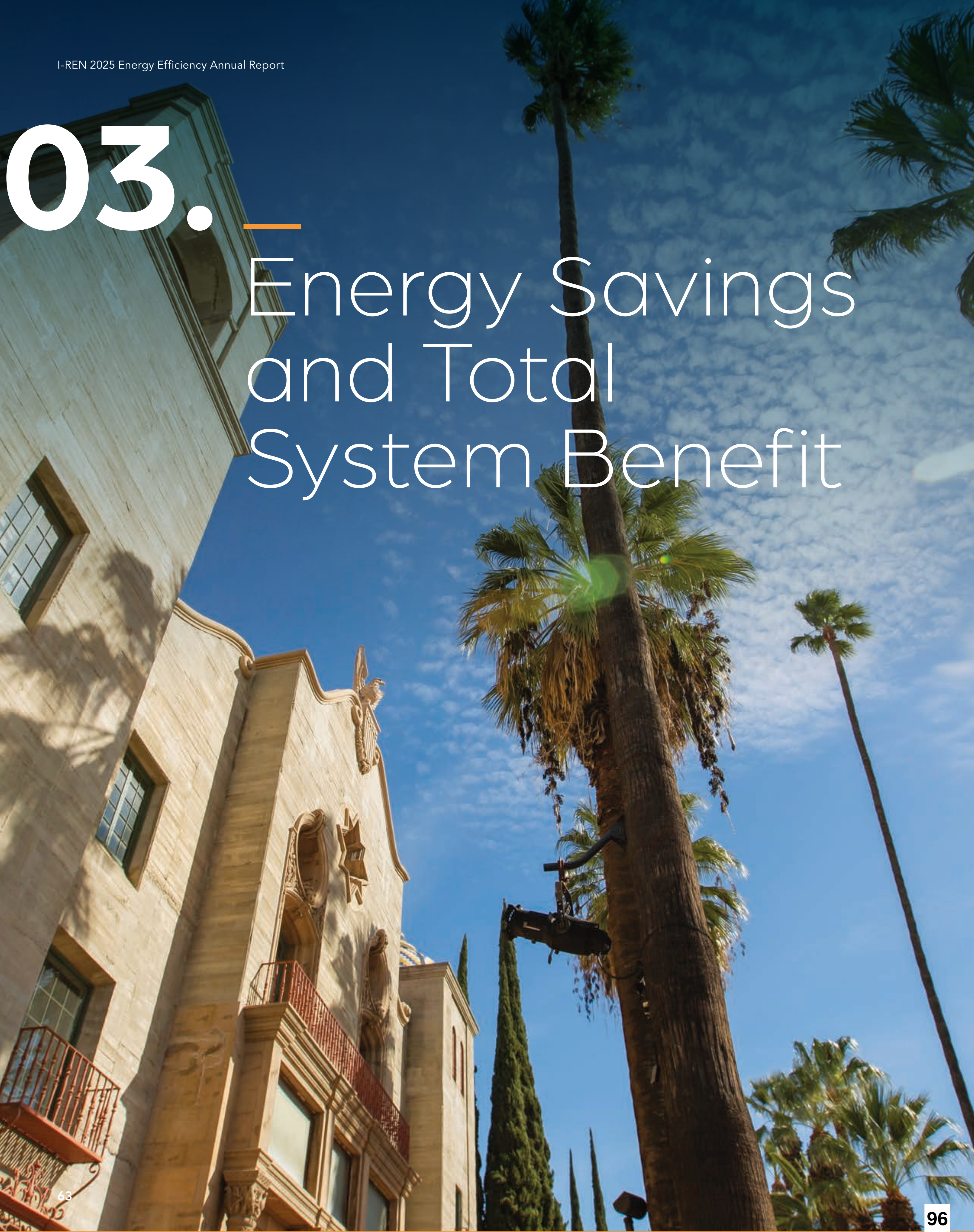
Results: This study looked at a mix of past fellows that completed their fellowship cycle, current fellows in their fellowship cycle, and host agencies that have hosted fellows in the past. For host agencies, barriers to hosting a fellow were identified as lack of awareness of programs as well as not having the staff capacity to supervise a fellow.

Fellows' responses indicated the fellowship clearly supports skill-building in both soft and technical domains. Fellows indicated a self-reported increase in communication and public speaking skills due to training sessions and project responsibilities during the fellowship. Fellows reported an increase in their development of technical areas such as energy auditing, energy code compliance, and project management. Supervisor responses aligned with fellow responses and cited the professional growth and development of fellows.

Importantly, the Fellowship program has already led to permanent employment for several graduates, with two past fellows reporting having been hired on at local agencies.

STUDY 6: PERFORMANCE METRICS

This study aims to identify and develop metrics that effectively track the success and performance of the Workforce Education and Training (WE&T) program. The primary objective is to create a comprehensive set of metrics that can be used to measure various aspects of the program's success, including participant outcomes, program efficiency, and overall impact.



03. Energy Savings and Total System Benefit

Savings and Total System Benefit Claims

I-REN has one program that is specifically designed for delivering claimable energy savings and TSB for equity customers: the IREN-PUBL-002: Public Buildings NMEC Program, within the equity sector, known as Cash for Kilowatts. This program strongly relies on support from I-REN's other equity segment program, IREN-PUBL-001: Technical Assistance and Strategic Energy Planning Program, as well as the IREN-WET-002: WE&T Workforce Development Program in the market support segment, to supplement local agencies' staff capacity to move NMEC projects forward through I-REN's equity resource program.

Because the public agency NMEC program generally provides comprehensive projects to these agencies, all of which must be monitored over a 12-month period after construction completion in order to confirm actual energy saved, I-REN anticipates that its TSB claims will increase in the years between application submittal and the start of the new portfolio period. As of December 2025, I-REN has steadily built a robust pipeline of committed NMEC projects, with over $1 million in incentives reserved and/or distributed, and an estimated 12.4 million kWh in lifetime energy savings, which will be realized in the coming years. I-REN anticipates that this number will continue to grow with changes to the outreach approach for public agencies and the increase in the Fellows program.

$1 million+
in incentives reserved or distributed

12.4 million
kWh in lifetime energy savings

2025 Total System Benefit, Net First Year Savings and Goal Attainment

	Total System Benefit (TSB)	GWh	MW	MMTherms
	Portfolio – Non C&S	Codes & Standards (C&S)		
2025 TSB and Total Installed Portfolio Savings	$79,146	n/a	n/a	n/a
Adopted 2025 Targets (D.23-08-005)	$572,750	n/a	n/a	n/a
Percentage of goal attainment	14%	n/a	n/a	n/a
2024–2027 Cumulative TSB and Total Installed Portfolio Savings	$181,009	n/a	n/a	n/a
Adopted 2024-2027 Goals (D.23-08-005)	$2,442,661	n/a	n/a	n/a
Percentage of Progress Towards 4-year Goal	7%	n/a	n/a	n/a

Electricity and Natural Gas Savings and Demand Reduction (Net)

Program ID	Annual Energy Savings (kWh)	Lifecycle Energy Savings (kWh)	Peak Demand Savings (kW)	Annual Natural Gas Savings (Therms)	Lifecycle Natural Gas Savings (Therms)
IREN-PUBL-002	143,389	1,420,367	23	0	0
Total Portfolio Savings	**143,389**	**1,420,367**	**23**	**0**	**0**

Non-Claimed/Referred Savings

There are additional benefits that I-REN has contributed to the region through its other programs. Through I-REN's TA Program, I-REN identifies holistic energy projects that deliver deep, persistent savings that result in maximized TSB delivery for the NMEC program. Since program inception, I-REN has developed 80 Initial Measures List (IML) for public agencies which includes identifying potential energy efficiency upgrades, estimated project costs, Cash for Kilowatts Incentive eligibility, and other possible funding sources.

The majority of projects supported by the TA program are going through the NMEC program (Cash for Kilowatts). Through ongoing collaboration, projects that I-REN has been tracking but have not gone through NMEC, are channeled through other PA programs (i.e., SoCalGas' Public Direct Install program or SoCalREN's Rural-HTR Direct Install program). See table below for savings channeled to other PA programs in 2025.

I-REN Project Referral Examples

City of Colton	
Program: SoCalGas Public Direct Install program	
Project Scope: 13 tankless water heaters and 200 inches of pipe wrap insulation	
Annual Gas Savings: 5,200 Therms	**Lifecycle gas savings:** 127,995 Therms

City of Blythe	
Program: SoCalREN Hard to Reach Direct Install program	
Project Scope: Replacement of 3 gas storage heaters with two tankless gas water heaters and one HPWH	
Annual Gas Savings: 3,871 Therms	**Lifecycle gas savings:** 22,713 Therms

04.

Savings by End Use

Savings by End Use

2025 Annual Net Savings by End Use

End-use Category	kWh	Percentage of Total
Whole Building	143,389	100%
Total Portfolio Savings	**143,389**	**100%**

05.

Environmental Impacts

Environmental Impacts

Environmental Impact (Net Metric Tons of Avoided Emissions)

Annual CO_2	Lifecycle CO_2	Annual NO_x	Lifecycle NO_x	Annual PM10	Lifecycle PM10
49.18	448.13	0.003	0.03	0.003	0.03

Regional Energy Networks are designed to deliver energy efficiency and decarbonization programs to underserved communities, enabling underserved jurisdictions to take part in the energy transition. In I-REN's case, a significant majority (89%) of local governments in their service area are considered underserved. Many jurisdictions in the region have set GHG reduction targets for municipal emissions in their Climate Action Plans, but often lack resources and technical knowledge to enact significant energy efficiency or electrification upgrades for municipal facilities.

I-REN plays a key role in the region by supporting underserved and hard-to-reach local governments, K-12 schools, tribal communities, and special districts in reducing municipal emissions and meeting their overall GHG reduction goals. In the Public Sector, I-REN provides critical energy project identification and implementation support services and connection to financing opportunities to support building decarbonization through its Technical Assistance and Strategic Energy Planning Services. These wraparound services provide customized support to build knowledge and capacity for public agencies to enact energy efficiency and electrification upgrades for building decarbonization.

As mentioned in an earlier section, I-REN introduced a greenhouse gas (GHG) impact metric to Energy Resilience Roadmaps to quantify the total metric tons of CO_2e that would be reduced if all proposed energy projects were implemented. For example, to highlight the direct GHG reduction potential in the City of Wildomar's Energy Resilience Roadmap, I-REN estimated that completing three energy efficiency projects would yield approximately 50,250 kWh in annual energy savings. If implemented, these projects would achieve a first-year reduction of 25.4 metric tons of CO_2e, contributing approximately 1.8% toward the City's goal of a 15% reduction in building-related GHG emissions by 2030. This added metric helps show how these projects support broader agency and regional climate targets.

"These [climate and energy goal] metrics will help guide our CAP development efforts."

—City of Chino Hills

06. Expenditures

Expenditures

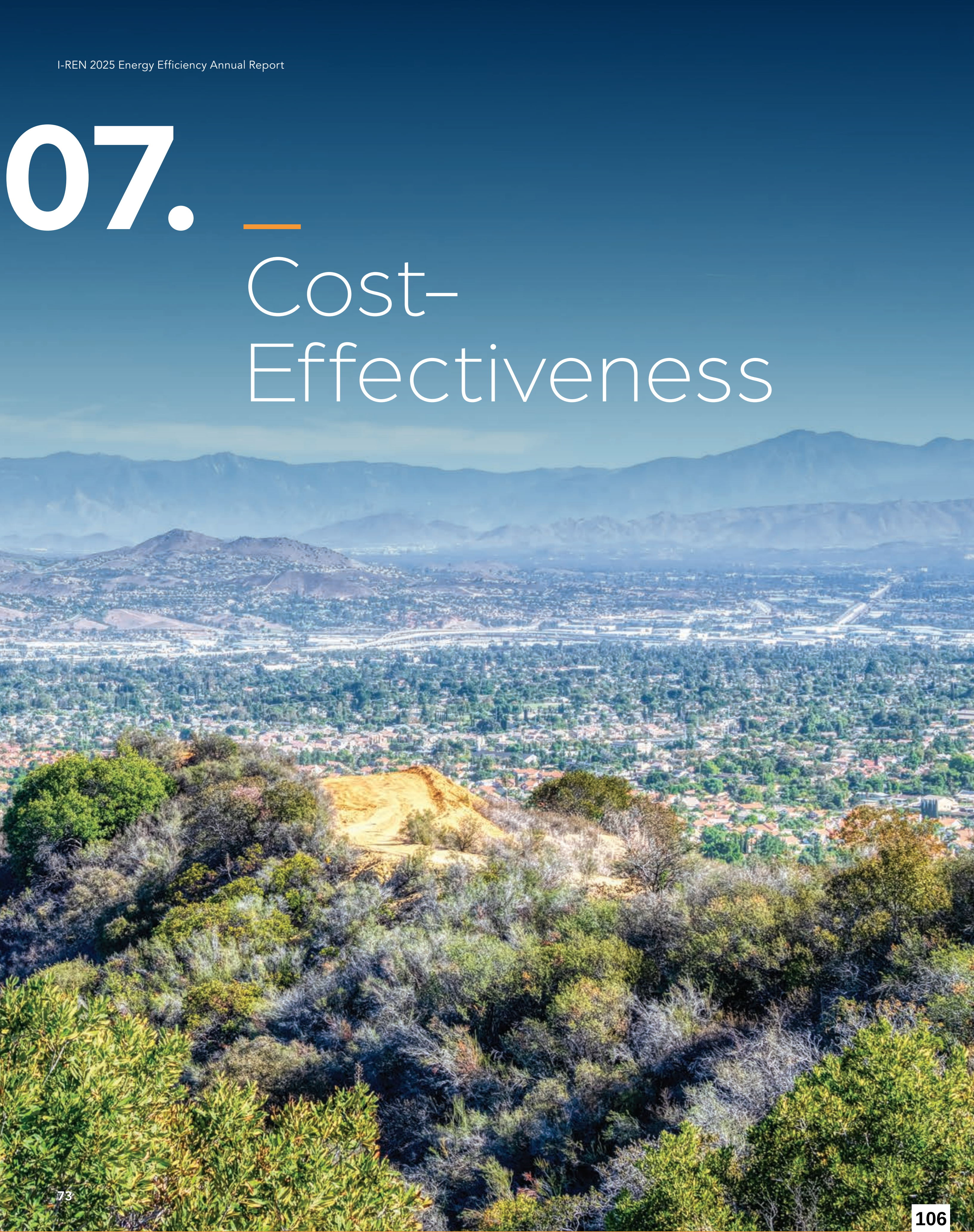
I-REN's 2025 budget and expenditures are shown below.

I-REN 2025 Budget Forecast

Program ID	Program Name	2025 Budget
IREN-PUBL-001	Technical Assistance and Strategic Energy Planning Program	**$3,100,790.45**
IREN-PUBL-002	Public Buildings NMEC Program	**$4,453,361.35**
IREN-CS-001	C&S Training and Education Program	**$1,041,232.07**
IREN-CS-002	Technical Support Program	**$689,892.89**
IREN-WET-001	WE&T Training and Education Program	**$1,275,690.13**
IREN-WET-002	Workforce Development Program	**$1,851,668.29**
Program Subtotal		**$12,412,635.19**
IDSM		**$405,000.00**
Portfolio Support PA Costs		**$704,774.52**
EM&V		**$563,433.76**
Total I-REN 2024 Budget Forecast		**$14,085,843.47**

I-REN 2025 Actuals

Program ID	Admin	Marketing & Outreach	Direct Implementation	Incentives	Total
IREN-PUBL-001	$772,367.16	$117,601.18	$3,590,182.55	$0.00	**$4,480,150.89**
IREN-PUBL-002	$410,106.23	$67,542.64	$1,509,105.97	$270,539.02	**$2,257,293.86**
IREN-CS-001	$41,834.19	$32,699.11	$601,773.95	$0.00	**$676,307.25**
IREN-CS-002	$35,965.23	$38,750.65	$304,197.90	$0.00	**$378,913.78**
IREN-WET-001	$136,091.53	$36,687.97	$1,346,432.89	$0.00	**$1,519,212.39**
IREN-WET-002	$99,899.60	$25,797.48	$1,023,138.41	$0.00	**$1,148,835.49**
IREN-EMV-001	$0.00	$0.00	$148,869.36	$0.00	**$148,869.36**
IREN-MS-Portfolio Support	$17,018.67	$0.00	$0.00	$0.00	**$17,018.67**
IREN-CS-Portfolio Support	$17,018.67	$0.00	$0.00	$0.00	**$17,018.67**
IREN-IDSM-Equity-001	$0.00	$0.00	$0.00	$0.00	**$0.00**
IREN-Equity-Portfolio Support	$68,075.18	$0.00	$0.00	$0.00	**$68,075.18**
I-REN Total	**$1,598,376.46**	**$319,079.03**	**$8,374,831.67**	**$0.00**	**$10,711,695.54**



07.

Cost-Effectiveness

California's statewide EE portfolio, which includes I-REN's programs, is cost-effective from an overall perspective as described recently by the CPUC's report[4] in response to Governor Newsom's Executive Order N-5-24.[5]

Within the overall EE portfolio, the CPUC has authorized I-REN and other RENs to offer EE programs that are not held to a cost-effectiveness threshold, "because the RENs are inherently designed to take on filling gaps in the other larger portfolios or serving the needs of HTR customer segments/markets that will be naturally less cost-effective to serve."[6] Similarly, the IOU PAs and MCE are permitted to dedicate 30% of their budgets toward programs focused on advancing equitable access to EE and supporting the long-term growth of markets for EE—programs which are not subject to cost-effectiveness thresholds. RENs and the equity and market support segments of the portfolio were created in order to ensure that these policy priorities are advanced within the statewide EE portfolio, which is cost-effective on an overall basis.

While not subject to a cost-effectiveness threshold, I-REN strives to manage its portfolio "with an eye toward long-term cost-effectiveness," as encouraged by CPUC,[7] as a good steward of ratepayer dollars. As noted in D.21-11-013, the CPUC decision approving I-REN's Business Plan, CPUC welcomes I-REN's focus on equity and serving disadvantaged and underserved communities, stating that:

> *"Involving the types of customers and communities that I–REN's Business Plan will serve is important to help California meet its energy and climate goals."*[8]

[4] CPUC Response to Executive Order N-5-24. Table A-2. Program list.
[5] Executive Order N-5-24 (2024). https://www.gov.ca.gov/wp-content/uploads/2024/10/energy-EO-10-30-24.pdf
[6] D.19-12-021 at 37
[7] D.16-08-019 at 12.
[8] D.21-11-013 Conclusions of Law 7 and 8.

08. Metrics

Unique Value Metrics

D.19-12-021 directed proponent RENs to "demonstrate new and unique value toward California's energy, climate, and equity goals"[9] and then file their progress toward their proposed unique value metrics once they were approved and operating.

I-REN Unique Value Metrics

Percentage of partner jurisdictions that use I-REN guides and tools for code compliance

Codes & Standards

One of I-REN's key unique strengths is its relationships with local governments through the founding agencies' work as councils/associations of governments. This metric is intended to show I-REN's progress on leveraging those relationships to engage with jurisdictions on C&S permitting and code compliance.

Number of BUC registrations in partner jurisdictions (total users)

Public Sector

BUC registration is the entry point to accessing I-REN technical assistance services.
The BUC portal allows for exploring possible savings opportunities for projects that Public Sector Program participants could pursue via I-REN NMEC program and/or other PAs' programs. BUC also offers the ability to establish and maintain ongoing relationships and associated data.

Number of Fellows placed within partner jurisdictions

Workforce Education & Training

I-REN Fellowships are a crucial quick-start activity for WE&T and also provide cross-cutting benefits for Public Sector and C&S. Fellows play a role as EE champions at local jurisdictions to help advance EE projects in coordination with I-REN Public Sector technical assistance, such as benchmarking or strategic energy planning. Fellows can supplement staff capacity to take on NMEC or other incentive projects and support permitting and code compliance with I-REN C&S support.

[9] D.19-12-021 Conclusion of Law 9.

New UVM: Percentage of C&S trainings offered in Spanish language

Codes & Standards

There is a high density of Spanish speakers within I-REN's territory and the local building industry, demonstrating language barrier. I-REN will overcome equity barriers, advance ESJ goals, and reach more participants with Spanish language offerings.

New UVM: Count of school participants for WE&T projects; Count of student participants for WE&T projects

Workforce Education & Training

Based on I-REN's Workforce Gaps Assessment, projections show more than 75% of workers in critical energy-related roles may retire or transfer by 2030, highlighting the need for immediate recruitment and retention strategies—especially given the growth of the IE region.

I-REN's solution to this assessment: recruit youth participants to encourage greater awareness and interest in EE jobs.

Equity and Market Support Indicators and Goals

D.23-06-055 adopted objectives and indicators for the equity and market support (E&MS) segments and designated how often indicators should be reported (quarterly or annually) and at what level (segment or whole portfolio). I-REN was an active participant in the Equity and Market Support Working Group formed by the California Energy Efficiency Coordinating Committee to clarify the indicators through a stakeholder process, and joined with other PAs and stakeholders to draft the resulting May 1, 2024 joint PA advice letter (I-REN Advice Letter 5-E/5-G) as ordered in D.23-06-055 Ordering Paragraph 11. The joint PA advice letter clarified the equity and market support indicators, proposed modifications to the common metrics adopted in D.18-05-041, recommended a methodology to determine indicator baselines, and laid out a suggested schedule for the tracking and reporting of equity and market support indicator and updated common metrics and indicators.

Resolution E-5351 addressing the joint PAs' advice letter was issued in June, 2025, and established more guidance for PAs to report on equity and market support indicators. E&MS tracking was scheduled to start in October of 2025. I-REN has undertaken efforts to consistently track and report relevant indicators, and continues to collaborate with PAs and the CPUC on the best way to support this effort. In connection to this effort, I-REN has also participated in a joint PA effort to develop Community Engagement Indicators for the Equity Segment, per D.23-06-055 Ordering Paragraph 24. Tracking for these indicators will begin in 2026 and be included in the 2026 Annual Report.

Relatedly, I-REN has also been an active participant in the various other joint PA and stakeholder initiatives ordered in D.23-06-055. Many of those orders focus on developing methodologies to measure progress toward equity and market support objectives, quantify non-energy benefits and encourage community involvement in EE programs. The Commission specifically called out these new efforts as crucial for evaluating REN performance—affirming that REN portfolios are not subject to a cost-effectiveness threshold because their portfolios are limited to specific criteria as described in D.19-12-021 and tend to focus strongly on equity and market support.

The work to develop these methods is ongoing through efforts such as the Market Rate Non-Energy Benefits (MR NEBs) study; the Awareness, Knowledge, Attitudes, and Behavior (AKAB) studies; the E&MS goal constructs; and the development of data tracking and reporting tools for E&MS indicators—all of which will contribute to the launch of these accountability mechanisms between now and 2028 and beyond.

D.18–05–041 Common Metrics

In addition to clarifying the adopted equity and market support indicators, D.23-06-055 Ordering Paragraph 11 also ordered PAs to examine the metrics and indicators adopted in D.18-05-041. I-REN participated in the joint advice letter process as described above, and was an active participant in proposing modifications to these metrics and indicators. Resolution E-5351s significantly reduced the number of common metrics PAs are required to report. I-REN supports statewide efforts to streamline and consolidate EE portfolio reporting.

09. Commitments

I-REN has planned and budgeted for funds to be committed to numerous activities to support its portfolio in 2026 and beyond, including contracts with implementers, consultants, and vendors.

*A total of **$755,708.92** in incentives have been reserved in 2025 for disbursement in program years 2026–2027 for projects under I-REN's Cash for Kilowatts program.*

INLAND REGIONAL ENERGY NETWORK

Item 7.B

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **Termination of Memorandums of Understanding with Los Angeles County and the Inland Empire Community Foundation for the administration of the Equitable Building Decarbonization Program in the Inland Empire Region**

Contact: **Karina Camacho, Program Manager, kcamacho@wrcog.us, (951) 405-6724**

Date: **July 21, 2026**

Recommended Action(s):

1. Terminate the Memorandum of Understanding with Los Angeles County for the Equitable Building Decarbonization Program and continue involvement with the Program as an unfunded community partner.
2. Terminate the Memorandum of Understanding with the Inland Empire Community Foundation for the Equitable Building Decarbonization Program.

Summary:

Under the existing Memorandum of Understanding (MOU) with Los Angeles County for the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) Program, I-REN conducts outreach in San Bernardino and Riverside Counties and subcontracts with the Inland Empire Community Foundation (IECF) to manage community-based organizations (CBOs) performing local outreach and enrollment. To eliminate administrative delays and streamline funding, I-REN seeks to terminate the MOU, allowing the County of Los Angeles to contract directly with Inland Empire CBOs. I-REN will remain a community partner in the EBD Program and continue to support and stay informed of outreach efforts and milestones throughout the region.

Discussion:

Background

In 2024, the CEC awarded a proposed $329 million to the Southern California Equitable Building Decarbonization Coalition (SoCal EBD Coalition), as the regional administrator for the Equitable Building Decarbonization Direct Install Program, Southern Region. Under the leadership of Los Angeles County, the SoCal EBD Coalition comprises a diverse and experienced group of CBOs, councils of government (COGs), community choice aggregators (CCAs), regional energy networks (RENs), and program implementation experts. I-REN is a partner of the SoCal EBD Coalition to support implementation and outreach efforts in Riverside and San Bernardino Counties. Of the available funding of $329M, $1.35M was allocated to I-REN for marketing and outreach efforts only.

In October 2024, the I-REN Executive Committee recommend that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a MOU between WRCOG and Los Angeles County to provide administrative services for the CEC EBD Program, Southern Region for $1.35M. The final MOU was approved by the WRCOG Executive Committee in August 2025.

After receiving authorization in October 2024 to execute a MOU with Los Angels County, and in preparation of the launch of the CEC EBD Program, I-REN staff released a Request for Qualifications (RFQ) in February 2025, seeking a consultant to assist I-REN staff with the administration of this Program. The Inland Empire Community Foundation (IECF) submitted a response which met the criteria of the RFQ; therefore, I-REN staff found that IECF was uniquely positioned to best support I-REN due to IECF's existing bench of CBOs, and its expertise in administering grant programs similar to the EBD grant program. Of I-REN's $1.35M marketing and outreach portion for this Program, IECF would receive up to $1.14M to distribute to up to 10 CBOs. Each CBO would receive up to $95k for its assistance with marketing and outreach in their respective fields; the remaining amount would be used for administrative services.

On July 15, 2025, the I-REN Executive Committee recommend that the WRCOG Executive Committee authorize the Executive Director to execute an agreement with the IECF for the administration of the CEC EBD Program in the I-REN region. The final MOU with IECF was approved by the WRCOG Executive Committee in August 2025 for $1.14M.

In December 2025, I-REN staff submitted a formal memo to Los Angeles County explaining how I-REN was contracting with the IECF to manage up to 10 CBOs conducting EBD outreach. In discussion with the WRCOG fiscal team, it was determined to be more effective if I-REN did not bill to the EBD Program, but rather have all of the $1.35M be allocated to IECF to cover Program administration and disperse funds to the CBOs.

<u>Present Situation</u>

On March 3, 2026, staff from Los Angeles County, I-REN, and IECF held a meeting to discuss how funds would transfer from the CEC to Los Angeles County to I-REN to IECF to the CBOs. This discussion revealed various bottlenecks in the administration process and delays in CBOs receiving funds. To alleviate challenges, Los Angeles County suggested to contract directly with CBOs, rather than routing payment requests through I-REN. I-REN and IECF agreed this would be the best route. I-REN will be able to remain a community partner for the EBD Program, stay involved in programmatic updates, and be engaged in any outreach strategy meetings.

IECF has identified six CBOs to contract directly with Los Angeles County, based on the six Initial Community Focus Areas (ICFA) identified by the CEC, which are as follows:

1. Coachella Valley: Alianza Coachella Valley
2. San Bernardino: El Sol Neighborhood Center
3. Hesperia: Victor Valley Family Resource Center
4. Victorville / Apple Valley: Community Health Action Network
5. Riverside / Highgrove: Inland Equity Community Land Trust
6. Moreno Valley: Sigma Beta Xi Inc. Family Services

Los Angeles County is currently working with the six CBOs to develop contracts for EBD outreach. I-

REN will need to terminate the MOU with Los Angeles County prior to entering agreements with the CBOs.

Unfunded Community Partner:

While I-REN is recommending termination of the MOUs with Los Angeles County and IECF, I-REN will remain a listed community partner with the EBD program. I-REN will become an unfunded community partner and will no longer responsible for submitting monthly invoices or reporting participant enrollment to the CEC. I-REN shall continue to be included in bi-weekly strategy meetings for each of the six ICFAs in the Inland Empire and quarterly programmatic update meetings with all community partners. If any questions or issues arise with the EBD program, I-REN will have access to contacts for the EBD Program Advisor for support.

Prior Action(s):

July 15, 2025: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute an agreement with the Inland Empire Community Foundation for the administration of the California Energy Commission Equitable Building Decarbonization Program in the I-REN region.

October 15, 2024: The I-REN Executive Committee authorized the WRCOG Executive Director to execute a Memorandum of Understanding between WRCOG and Los Angeles County to provide administrative services for the Equitable Building Decarbonization Direct Install Program, Southern Region.

Financial Summary:

Activities related to this item are included in the WRCOG Fiscal Year 2026/2027 Agency Budget under the I-REN Fund (Fund 180).

Attachment(s):

Attachment 1 - MOU between Los Angeles County and WRCOG.pdf
Attachment 2 - MOU between IECF and WRCOG.pdf

Attachment

Memorandum of Understanding between Los Angeles County and WRCOG for the Equitable Building Decarbonization Program

MEMORANDUM OF UNDERSTANDING BETWEEN

THE LOS ANGELES COUNTY INTERNAL SERVICES DEPARTMENT AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

RELATING TO REGIONAL PARTNERSHIPS FOR THE IMPLEMENTATION OF THE CALIFORNIA ENERGY COMMISSION EQUITABLE BUILDING DECARBONIZATION DIRECT INSTALL PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into on June 15, 2025, by and between the County of Los Angeles (County), through its Internal Services Department ("ISD"), and Western Riverside Council of Governments (WRCOG), a member of the Southern California Equitable Building Decarbonization (SoCal EBD) Coalition, who together are implementing the California Energy Commission (CEC) Equitable Building Decarbonization (EBD) Direct Install (DI) Program. The EBD DI Program will accelerate large-scale residential building decarbonization efforts underway in Southern California for single-family homes, multifamily properties, manufactured housing, and public housing in under resourced communities. Specifically, WRCOG will be responsible for conducting tailored and culturally relevant marketing, education, and outreach (ME&O) activities to inform and engage potential participants about EBD, the EBD DI Program, and its benefits. Activities will be informed by deep knowledge of the local needs, challenges, opportunities, and resources of communities, and delivered through established relationships.

I. PURPOSE

ISD, as the lead agency for implementation of the County's energy and environmental initiatives, is the recipient and administrator of the CEC EBD DI Grant Program for the Southern California region. On November 6, 2024, the Los Angeles County Board of Supervisors approved the acceptance of the 2024-2029 grant award to accelerate large scale residential building decarbonization funded by the EBD DI Program. ISD received an award of $328,977,740[1] from the CEC.

The approved grant budget by the CEC, for Calendar Years 2024-2029, will provide regional engagement, outreach, and implementation support for the CEC Southern California Equitable Building Decarbonization Direct Install Program. Los Angeles County has requested assistance with general program design and support, program marketing, regional engagement support, energy planning, education and training, agency recognition, program motivation and competition, and identification of pilot activities. Community-based organizations (hereinafter CBOs) shall be guided in their work by program documents provided by ISD, as well as ongoing coordination with the designated Los Angeles County task lead.

The purpose of the MOU is for WRCOG to assist with the implementation of the CEC's

[1] Contingent upon USDOE HOMES approved funding.

Equitable Building Decarbonization program which seek to leverage their knowledge and perspective of their unique communities to increase the overall visibility and presence of projects, partnerships, and programs, generating new enrollments and registrations with communities and their members within their geographic region of influence, especially in hard to reach and disadvantaged communities; also, to support the program's efforts related to project identification with prioritized communities within the respective region, and to coordinate and deliver education and training activities to enrolled communities and their members. Finally, WRCOG will work with Los Angeles County to identify further potential strategies and activities to support the CEC EBD DI program and ensure all deliverables as it concerns their specific communities.

II. TERM OF MOU

This MOU shall be effective from June 15, 2025 through December 31, 2029, or until such time, or either ISD or WRCOG decides to terminate this MOU.

III. COMPENSATION FOR SERVICES

ISD shall pay WRCOG for its performance of services as described in the attached Scope of Work, and the payment shall constitute full and complete compensation for WRCOG services including administration and administrative support, marketing, education, and outreach activities of the aforementioned program in WRCOG respective local community. Said compensation shall be paid by ISD out of its 2024-2029 allocation of CEC funds, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment shall be conditioned upon the allocation determined by the CEC of said funds to ISD. Said funds shall be paid in accordance with the budget, which shall be provided on a yearly basis by ISD, as established in the program agreement with the CEC. Any money received by WRCOG hereunder, and not incurred for costs pursuant hereto, and/or during the term of this MOU, shall be returned to ISD upon the expiration of the County Fiscal Years in which WRCOG incurred costs for the Program.

IV. INVOICING, REPORTING & PAYMENTS

ISD will receive monthly invoices from WRCOG and shall review the invoices to ensure the following:

(1) That WRCOG activities are consistent with the Scope of Work (SOW) contained in this MOU; and

(2) That sufficient budgetary authorization exists.

The following Invoicing, Reporting and Payment Requirements are applicable to the SOW:

(1) Time and Material Basis; Not to Exceed. All work will be performed on a

time and material basis and subject to the general provisions set forth below.

General Provisions

(1) All charges shall be directly identifiable to, and required for, the authorized work or activity.

(2) WRCOG shall notify the ISD agent responsible for the MOU at such time that WRCOG reasonably ascertains that the forecasted cumulative charges may exceed any budgets authorized (whether by task, total amount authorized, or both) by either the County or WRCOG.

(3) Labor Related Costs Under Time and Material Basis. To the extent applicable, WRCOG shall invoice ISD, at the fixed hourly rates or Monthly Salary Rates for the applicable labor categories, for the performance of the authorized work by the WRCOG's employees or agents as established in the ISD and CEC EBD agreement under the WRCOG's respective budget form, as entered in the Direct Labor tab for rate caps Such fixed hourly rates or Monthly Salary Rates shall be inclusive of all of the WRCOG's overhead costs (including all taxes and insurance), administrative and general fees. All labor related costs shall be charged at cost, without mark-up, and shall be necessary, reasonable, and ordinary. ISD will only reimburse for actual direct labor expenses incurred, not to exceed the rates specified in the Agreement. Rates must include dollars and cents.

(4) Expenses. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable, and ordinary. Expenses shall also comply with federal, State, and County expense policies.

(5) Material and Miscellaneous Costs. Material and Miscellaneous Costs shall be substantiated with supporting documents and an invoice stating the unit price, quantity, and other information as required to identify the authorized work or activity. Materials are items under the agreement that do not meet the definition of Equipment and must be project-related. Food and drinks are not reimbursable expenses.

(6) Subcontract Costs and Subcontractors. Subcontracted work or activities shall be charged at the rates actually paid by WRCOG. WRCOG shall provide ISD with an additional invoice for any WRCOG invoice that includes Subcontractor costs. WRCOG shall at all times be responsible for the services or deliverables which are to be provided by WRCOG or its Subcontractors, and for the acts and omissions of Subcontractors and persons directly or indirectly engaged by the Subcontractors. All expenses shall be charged at cost, without mark-up and must follow the same labor related costs established by CEC guidelines.

(7) Travel Costs. All travel costs are reimbursed at state rates, subject to any state-wide prohibition on travel, except in agreements between the Energy Commission and a UC campus or the Federal Government. WRCOG will only receive reimbursement for travel costs for transportation (i.e. Flights, car rental, mileage, taxi) and lodging at state rates. All other travel related costs, such as meals and incidental expenditures, are not covered. WRCOG must obtain written pre-approval from ISD for all travel listed on the agreement budget forms, in accordance with the terms and conditions of this MOU. Approved air travel costs shall in no case exceed the cost of economy or coach fares where said fares are reasonably available. A copy of an airfare receipt indicating the final cost for the trip as well as applicable supporting documents showing the traveler's starting point, travel destination, departure and return, and the purpose of the trip are required for each air travel reimbursement. Automobile travel from the County agents or representatives' office to any Program job site, function or activity shall be paid at applicable County travel expense rates and mileage. Either a mileage log showing miles driven for each trip or a Google Maps/ equivalent application printout showing the travel path shall be provided by WRCOG for each mileage reimbursement request.

(8) Records. WRCOG shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. The County reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by each such invoice.

(9) Key Personnel. WRCOG will appoint a CBO representative who will be the primary contact between WRCOG and the ISD, and who will be authorized to act on behalf of the WRCOG. Such appointment shall be communicated in writing to ISD as soon as reasonably practicable, following the execution of this MOU. WRCOG shall promptly notify ISD of any intended reassignment or proposed replacement of the key personnel who will be submitting invoicing and reporting information to ISD.

(10) Activities Outside of Program Scope. ISD shall not be required to pay WRCOG for any activities undertaken by WRCOG that are outside of the Scope of this MOU, but that are otherwise invoiced by WRCOG.

(11) Invoicing Requirements: WRCOG shall provide a monthly invoice to ISD within the 7th calendar day of every month for all reimbursable expenses incurred performing work under this Agreement in compliance with the Terms and Conditions for the prior month. Invoices must separate and distinguish Marketing, Education, Outreach, Planning and Material Development-

Related, and Administrative activity costs. The invoice and supporting documents are for work performed by WRCOG and its Subcontractors.

(12) Invoice Deficiencies. In the event ISD determines that WRCOG's (or any of its Subcontractors' that are included for payment) invoices do not meet the invoicing requirements of the MOU, lack accounting transparency, and/or lack sufficient material support, ISD will notify WRCOG of the deficiencies and WRCOG shall promptly correct such deficiencies. ISD has the right to review and approve the data and the methods used to develop the invoice documentation. However, the failure of ISD to conduct such review or grant such approval shall not relieve WRCOG from its responsibilities and obligations under a particular invoice.

(13) Payment by ISD. ISD shall pay undisputed charges within net thirty (30) days of receiving invoices that follow the requirements set forth in this MOU. ISD has the right to withhold payment of particular charges that ISD disputes in good faith, pending the resolution of the dispute, and ISD will provide WRCOG with notice of the amounts being withheld and the reasons for the dispute.

V. ISD RESPONSIBILITIES

A. ISD shall periodically monitor the project performance by WRCOG on programs/projects activities by review of project records and meetings with WRCOG's staff. ISD shall promptly notify WRCOG of changes in any regulatory requirements, specifically governing the administration of funds, that become effective following the execution of this MOU.

B. ISD may, after review and evaluation of the programs, modify the amount of funds designated for the programs, and/or require WRCOG to implement changes in the scope of services to be performed by WRCOG, in alignment with the agreement established between ISD and CEC.

C. ISD authorizes WRCOG staff to assist the CEC EBD DI Program in accordance with all applicable federal, State, and County laws and regulations. Where necessary, ISD shall make available designated staff to work with WRCOG staff designated to assist the program on project-related activities.

VI. AMENDMENT TO MOU

ISD may modify the amount of funds designated to assist the WRCOG programs and/or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement, in alignment with the agreement established between ISD and CEC. However, any other changes to this MOU must be accomplished by written consent of both parties.

VII. TERMINATION OF MOU

Either party may terminate this MOU by giving the other party 30 days written notice.

VIII. List of Attachments

A. Scope of Work

B. Budget

C. Schedule of Products

D. CEC EBD DI Program Terms and Conditions

E. DOE HOMES Terms and Conditions

F. CEC Invoice Template

[Signatures continue on the following page.]

SIGNATURES

IN WITNESS WHEREOF, the ISD and the Western Riverside Council of Governments, by and through their duly authorized representatives have caused this MOU to be subscribed to on the day and year first above written.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By ___________
Michael Owh,
DIRECTOR

Date ___/___/___

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By ___________
Dr. Kurt Wilson
EXECUTIVE DIRECTOR

Date ___/___/___

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By Jason C Carnevale
JASON C. CARNEVALE
Deputy County Counsel

ATTACHMENT A

SCOPE OF WORK

Scope of Work (SOW) for Community Outreach Partner: Western Riverside Council of Governments

The primary objective of this Scope of Work is to outline the roles, responsibilities, and approved activities for Western Riverside Council of Governments (WRCOG), a community-based organization (CBO) participating in the California Energy Commission (CEC) Equitable Building Decarbonization Direct Install Program (EBD DI) in the Southern Region as a Program Partner ("Partner"). WRCOG will complete the tasks outlined below under the direction of the Program Administrator, County of Los Angeles (LA County).

Program Overview

The EBD DI Program will accelerate large-scale residential building decarbonization efforts underway 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 (CBO) and Partner-led marketing, outreach, and education (ME&O) to underserved communities for decarbonization measures for the purpose of connecting them with a program Decarbonization Concierge who will complete eligibility screenings. Specific, geotargeting to qualified addresses within the respective community focus areas shall be identified by LA County and the Implementation Team through the use of Recurve and additional qualifying data, compiled and then shared with CBOs and community partners to conduct ME&O activities through the guidance of the Area Coordinator. The ME&O Plan shall describe this process in detail.

WRCOG will be responsible for conducting tailored and culturally relevant ME&O activities to inform and engage potential participants about EBD and its benefits. Activities will be informed by deep knowledge of the local needs, challenges, opportunities, and resources of communities, and delivered through established relationships. WRCOG will be supported by a dedicated Area Coordinator, who serves as the liaison between the CBO and the implementation team. The Area Coordinator is the single point of contact for WRCOG to facilitate effective and timely communication. The Area Coordinator will meet regularly with WRCOG to collect activity logs, gather feedback and lessons learned from outreach efforts, and provide guidance and support as needed.

Roles and Responsibilities

WRCOG will participate in activities to boost awareness and drive participation in EBD DI Program among targeted Southern California communities by educating residents on the environmental, economic, and health benefits of the program. WRCOG project tasks are numbered pursuant to CEC EBD DI tasks, summarized below in Table 1.

Table 1. Task Summary

Task #	Task Name
5.8.1	Outreach Strategies
5.8.2	Education Activities
5.8.3	Participant Handoff
5.8.4	Meetings and Reporting

WRCOG will perform contract management, including monitoring contract timelines, managing amendments, and ensuring all contractual obligations are met efficiently. WRCOG will maintain detailed records of all expenditures and submit regular invoices as per the terms of its contract with LA County.

Monthly invoices shall be submitted clearly identifying Task 5.8, using the invoice template (**Attachment F. CEC Invoice Template**) with all required supporting documentation, to the Program Implementer by the 7th of every month.

Task 5.8.1. Outreach Strategies
WRCOG will conduct culturally appropriate outreach and engagement in each Community Focus Area, under the guidance of the Area Coordinator and Program Implementer. WRCOG is expected to implement a variety of outreach strategies to effectively reach the target audience. Community events such as workshops, town hall meetings, and informational booths at local markets and festivals will provide opportunities for direct engagement. Digital campaigns will utilize social media, email newsletters, and community websites to disseminate information widely and engage with residents online. Print materials, including flyers, brochures, and posters, (provided by the Program) will be distributed in community centers, libraries, and local businesses to ensure that information is accessible to those who may not be reached through digital channels.

Initially, WRCOG will serve as the point of contact for participating households. Once participants express interest in the EBD Direct Install Program, WRCOG will connect interested residents with the Program Implementer, ICF, to complete eligibility screening and assignment to an Intake Advisor for enrollment support and a program Decarbonization Concierge for long-term program support.

ICF will customize outreach materials per WRCOG's feedback. WRCOG will conduct outreach for participating communities to engage participants.

Task 5.8.1 Deliverables

- Attend annual Area Coordinator ME&O Strategy Meeting
- Annual outline of anticipated events and estimated target audience quantities per event type to Area Coordinator

Task 5.8.2. Education Activities
WRCOG shall engage the community through various activities designed to educate and involve community members in the EBD Direct Install Program. Workshops and demonstrations will provide hands-on experiences with decarbonization technologies such as heat pumps and induction cooktops, helping residents understand how these technologies work and the benefits they offer. Success stories, including testimonials and case studies from participants who have benefited from the program, will be shared to build trust and encourage others to enroll. Educational sessions will offer in-depth information on energy efficiency and decarbonization, helping community members make informed decisions. Partnerships with local schools, churches, and community groups will be established to co-host events and spread awareness, ensuring that outreach efforts are integrated into existing community activities. In planning education activities and interactions with the public, WRCOG is expected to adhere to the following guidelines and raise any concerns immediately to the assigned Area Coordinator.

- Provide potential program participants with educational materials in appropriate languages about the EBD Direct Install Program, the benefits of building decarbonization, and how the program's Decarbonization Concierge will provide support before, during, and after the retrofit project.

- Ensure outreach and engagement includes clear information on CEC-approved programs and products and does not include third-party services or products not associated with the EBD Direct Install Program or otherwise approved by CEC.
- Include prevention measures to ensure the CEC, California Climate Investments (CCI), and Department of Energy (DOE) names and logos, and the EBD Direct Install Program, are not used for private party advertising or gain, or to mislead or exploit property owners or occupants.

Task 5.8.2 Deliverables

- Quarterly update of confirmed events to Area Coordinator, including specific outreach activities, location of event, date of event, and anticipated target audience attendees for each event.

Table 2. Approved Outreach & Education Activities

Outreach Event Types	Sample Approved Activities	Estimated Total Target Audience Reached (Number)
Church Socials	• Presentations • Discussions • Share education materials	•
Community Parties	• Interactive games • Demonstrations • Testimonials & success stories	•
Cultural Events	• Art showcases • Cultural performances • Informational booths	•
Digital Campaigns	• Social media posts • Email newsletters • Online workshops	•
Fairs and Festivals	• Booths with interactive displays • Educational games • Giveaways	•
Health Clinics	• Information tables at health fairs • Presentations at wellness workshops • In-office info/flyers on bulletin boards	•
Neighborhood Meetings	• Presentations Q&A sessions • Distribution of informational packets • Showcase of completed project in neighborhood	•
Partnership Events	• Co-hosted events with local schools and businesses • Distribution of educational materials • Speaking opportunities	•
Public Events	• Informational booths	•

Outreach Event Types	Sample Approved Activities	Estimated Total Target Audience Reached (Number)
	• Workshops & demonstrations • Q&A sessions	
School Events	• Educational sessions • Science fairs • Environmental clubs	•
Workshops/Other	• Hands-on demonstrations • Educational sessions • Tabling	•

Task 5.8.3. Participant Handoff
WRCOG will conduct outreach and educational activities for the target audiences in each Community Focus Area and connect interested residents with the Program Implementer, ICF, to complete eligibility screening and assignment to an Intake Advisor for enrollment support and a program Decarbonization Concierge for long-term program support.

Task 5.8.3 Deliverables

- Support potential participants in completing an Interest Form
- Provide a list of interested participants to the Program Implementer on a monthly basis by the 7th of the month.

Task 5.8.4. Meetings and Reporting
WRCOG will track and report on program activity. WRCOG will ensure adherence to program guidelines and quality standards in all outreach activities, and the timeliness and accuracy of reporting on outreach activities, and outcomes

- **Event Attendance**: Record the number of attendees at community events, workshops, and meetings, and assess the level of engagement and interaction at these events.
- **Lead Generation**: Count the number of leads generated from outreach activities and potential participants handed off to the Decarbonization Concierge.

Task 5.8.4 Deliverables

- Attend bi-weekly Area Coordinator meetings
- Support event attendance, lead generation, and participant hand-off reporting with Area Coordinator.
- Submit marketing, education and outreach activity reports to Area Coordinators on a biweekly basis or as determined by Area Coordinators/ICF.

Timeline
Work and deliverables are to be completed in accordance with the CEC Schedule of Products (**Attachment C**).

Budget
Please see budget allocation (**Attachment B**). Per the EBD DI Terms and Conditions (**Attachment D**),

any budgetary alterations shall adhere to Section 6. Changes to the Agreement.

Summary of Deliverables

Task #	Task Name	Deliverables
5.8.1	**Outreach Strategies**	• Attend annual Area Coordinator ME&O Strategy Meeting • Annual outline of anticipated events to Area Coordinator
5.8.2	**Education Activities**	• Quarterly update of confirmed events to Area Coordinator, including specific outreach activities, location, date, and anticipated target audience attendees for each event.
5.8.3	**Participant Handoff**	• Support potential participants in completing an Interest Form • Provide a list of interested participants to the Program Implementer on a monthly basis by the 7th of the month.
5.8.4	**Meetings and Reporting**	• Attend bi-weekly Area Coordinator meetings • Support event attendance, lead generation, and participant hand-off reporting with Area Coordinator. • Submit marketing, education and outreach activity reports to Area Coordinators on a biweekly basis or as determined by Area Coordinators/ICF.

ATTACHMENT B

BUDGET

BUDGET SUMMARY

EBD Reimbursable Share	Match Share	Total	Administration	Project-Related	Project	Administration	Project-Related	Project	Administration	Project-Related	Project
$ 89,576	$ -	$ 89,576	$ -	$ 65,215	$ -	$ -	$ 24,361	$ -	$ -	$ 89,576	$ -
$ 35,705	$ -	$ 35,705	$ -	$ 25,995	$ -	$ -	$ 9,710	$ -	$ -	$ 35,705	$ -
$ 125,281	**$ -**	**$ 125,281**	**$ -**	**$ 91,210**	**$ -**	**$ -**	**$ 34,070**	**$ -**	**$ -**	**$ 125,281**	**$ -**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 1,140,000	$ -	$ 1,140,000	$ -	$ 829,973	$ -	$ -	$ 310,028	$ -	$ -	$ 1,140,000	$ -
$ 1,140,000	**$ -**	**$ 1,140,000**	**$ -**	**$ 829,973**	**$ -**	**$ -**	**$ 310,028**	**$ -**	**$ -**	**$ 1,140,000**	**$ -**
$ 78,025	$ -	$ 78,025	$ -	$ 56,806	$ -	$ -	$ 21,219	$ -	$ -	$ 78,025	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 78,025	**$ -**	**$ 78,025**	**$ -**	**$ 56,806**	**$ -**	**$ -**	**$ 21,219**	**$ -**	**$ -**	**$ 78,025**	**$ -**
$ 1,343,306	***$ -***	***$ 1,343,306***	***$ -***	***$ 977,989.12***	***$ -***	***$ -***	***$ 365,317.01***	***$ -***	***$ -***	***$ 1,343,306.13***	***$ -***
		Percent of Total	***0%***	***100%***	***0%***	***0%***	***100%***	***0%***	***0%***	***100%***	***0%***

LABOR

			Hourly Rates						
Employee Name	Job Classification / Title	Cost Category (Select from drop-down menu)	Maximum Labor Rate ($ per hour)	# of Hours	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Louis Fernandez	Accounting Manager	Project-Related	$ 63.64	300	$ 13,900	$ 5,192	$ 19,093	$ -	**$ 19,093**
Janis Leonard	Administrative Services Manager	Project-Related	$ 68.54	285	$ 14,222	$ 5,312	$ 19,534		**$ 19,534**
Julian Brambila	Staff Analyst	Project-Related	$ 39.98	285	$ 8,296	$ 3,099	$ 11,394	$ -	**$ 11,394**
Casey Dailey	Director of Energy & Environmental Programs	Project-Related	$ 83.20	300	$ 18,172	$ 6,788	$ 24,960	$ -	**$ 24,960**
Karina Camacho	Sr. Staff Analyst	Project-Related	$ 48.65	300	$ 10,626	$ 3,969	$ 14,595	$ -	**$ 14,595**
			$ -		$ -	$ -	$ -	$ -	**$ -**
				Hourly Direct Labor Totals	**$ 65,215**	**$ 24,361**	**$ 89,576**	**$ -**	**$ 89,576**

FRINGE BENEFITS

Fringe Benefit Base Description (Employee or Job Classification/Title)	Cost Category (Select from drop-down menu)	Max. Fringe Benefit Rate (%)	Direct Labor Costs - State EBD Funds ($)	Direct Labor Costs - Federal EBD Funds ($)	Fringe Benefits - State EBD Funds	Fringe Benefits - Federal EBD Funds	Fringe Benefits - Total EBD Funds (State+Fed)	Match Share	Total
Louis Fernandez	Project-Related	39.86%	$ 13,900	$ 5,192	$ 5,541	$ 2,070	$ 7,610	$ -	**$ 7,610**
Janis Leonard	Project-Related	39.86%	$ 14,222	$ 5,312	$ 5,669	$ 2,117	$ 7,786	$ -	**$ 7,786**
Julian Brambila	Project-Related	39.86%	$ 8,296	$ 3,099	$ 3,307	$ 1,235	$ 4,542	$ -	**$ 4,542**
Casey Dailey	Project-Related	39.86%	$ 18,172	$ 6,788	$ 7,243	$ 2,706	$ 9,949	$ -	**$ 9,949**
Karina Camacho	Project-Related	39.86%	$ 10,626	$ 3,969	$ 4,236	$ 1,582	$ 5,818	$ -	**$ 5,818**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
		0.00%	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Fringe Benefit Totals			**$ 65,216**	**$ 24,360**	**$ 25,995**	**$ 9,710**	**$ 35,705**	**$ -**	**$ 35,705**

TRAVEL, EQUIPMENT, MATERIALS & MISCELLANEOUS

No costs

SUBCONTRACTS

Cost Category (Select from drop-down menu)	Subcontractor or Vendor Name	Organization Type	Purpose and Cost Basis	CA Business Certifications DVBE/ SB/MB/None	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
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Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,164	$ 25,836	$ 95,000	$ -	$ 95,000
Project-Related	TBD	Vendor	Community engagement and project coordination		$ 69,165	$ 25,836	$ 95,000	$ -	$ 95,000
					$ -	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -	$ -
				Total:	$ 829,973	$ 310,028	$ 1,140,000	$ -	$ 1,140,000

INDIRECT COSTS AND PROFIT

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Cost Category (Select from drop-down menu)	Indirect Cost Base Amount	State EBD Funds	Federal EBD Funds	Total EBD Funds (State+Fed)	Match Share	Total
Overhead	62.28%	Overhead	Project-Related	$ 16,630	$ 12,108	$ 4,523	$ 16,630	$ -	**$ 16,630**
Overhead	62.28%	Overhead	Project-Related	$ 17,015	$ 12,388	$ 4,627	$ 17,015	$ -	**$ 17,015**
Overhead	62.28%	Overhead	Project-Related	$ 9,925	$ 7,226	$ 2,699	$ 9,925	$ -	**$ 9,925**
Overhead	62.28%	Overhead	Project-Related	$ 21,741	$ 15,829	$ 5,913	$ 21,741	$ -	**$ 21,741**
Overhead	62.28%	Overhead	Project-Related	$ 12,713	$ 9,256	$ 3,457	$ 12,713	$ -	**$ 12,713**
				Total:	**$ 56,806**	**$ 21,219**	**$ 78,025**	**$ -**	**$ 78,025**

ATTACHMENT C

SCHEDULE OF PRODUCTS

Task Number	*Task Name*	*Product(s)*	*Due Date*
1.1	**Attend Kick-off Meeting**		
		Kick-Off Meeting Agendas (CEC)	10 calendar days before Kick-Off Meetings
		Updated Schedule of Products and Due Dates	10 calendar days after Kick-off Meetings
1.2	**Critical Project Review (CPR) Meetings**		
	For each CPR Meeting	Agenda and a list of expected participants (CEC)	10 calendar days before CPR meeting
		CPR Report	10 calendar days before CPR meeting
		Schedule for written determination (CEC)	10 calendar days after CPR meeting
		Written determination (CEC)	As indicated in schedule for written determination
1.3	**Program Meetings and Briefings (2 per month for first year)**		
		Agenda and a list of expected participants (CEC)	10 calendar days before Meeting
		Written documentation of meeting agreements	5 calendar days after meeting
1.4	**Advisory Group**		
		List of potential Advisory Group members for the region	At Kick-off Meeting
		Final list of potential Advisory Group members (CEC)	30 calendar days after Kick-off Meeting
		List of confirmed Advisory Group members for the region	15 calendar days after receiving the list from CEC
		Advisory Group meeting agendas (CEC)	5 calendar days before Meetings
1.5	**Invoices**		
		Invoices	15th of every month or as specified by CAM
		True-up updates for advanced funds	15th of every month or as specified by CAM
1.6	**Monthly Progress Report**		
		Monthly progress reports	15th of every month
1.7	**Obtain and Execute Subawards**		
		List of subaward agreements and timeline for execution	At Kick-off Meeting
		Subaward agreements (Draft, if requested)	30 calendar days after Kick-off Meeting
		Subaward agreements (Final)	52 calendar days after Kick-off Meeting
1.8	**Annual Reports and Presentations**		
		Annual reports and presentations (Drafts)	January 30
		Annual reports and presentations (Finals)	15 calendar days after CAM provides comments on draft reports
1.9	**Final Report and Presentation**		
		Final report (Draft)	90 calendar days before the end of the agreement term
		Final report (Final)	60 calendar days before the end of the Agreement Term
1.10	**Final Meetings**		
		Written documentation of meeting agreements and unresolved activities	5 calendar days after final meeting
		Schedule for completing closeout activities	10 calendar days after final meeting

2	**Internal Controls, Processes and Procedures**		
		Internal controls, processes, and procedures	2 months after Kick-off Meeting
		Updated internal controls, processes, and procedures	As needed or requested by the CAM (no less than annually)
		Monthly fiscal accounting in Task 1.6 Monthly Progress Reports	15th of every month
3	**Program Data Collection and Reporting**		
		Project data	Daily or as specified by CAM
		Metrics and Data Reports	Within 15 calendar days of CAM request
4	**Assist CEC with DOE HOMES Application Components**		
		Responses for DOE application components (Draft)	Within 15 calendar days of request from CAM
		Responses for DOE application components (Final)	Within 15 calendar days of request from CAM
		Components for Consumer Protection Plan (Draft)	Within 15 calendar days of request from CAM
		Components for Consumer Protection Plan (Final)	Within 15 calendar days of request from CAM
		Components for Market Transformation Plan (Draft)	Within 15 calendar days of request from CAM
		Components for Market Transformation Plan (Final)	Within 15 calendar days of request from CAM
		Input on draft Community Benefits Plan, Education and Outreach Strategy, Utility Data Access Plan, and Privacy and Security Risk Assessment	Within 15 calendar days of request from CAM
5.1	**Community Focus Areas**		
		Proposed Initial Community Focus Areas List and Justification	As part of application
		Final Initial Community Focused Areas List	1 month after Kick-off Meeting
		Amended Community Focus Areas List and Justification	30 calendar days after request from the CAM
5.2	**Community Application Process**		
		Proposed Community Application Process and Selection Criteria	6 months after Kick-off Meeting
		Final Community Application Process and Selection Criteria	9 months after Kick-off Meeting
5.3	**Workforce Plan and Contractor Enrollment**		
		Workforce Plan outline	2 months after Kick-off Meeting
		Workforce Plan (Draft)	3 months after Kick-off Meeting
		Workforce Plan (Final)	5 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.4	**Standard Packages of Measures**		
		Packages of Measures	4 months after Kick-off Meeting
		Bi-Annual Report on Packages of Measures	June 30th and December 31st of each calendar year (excluding the fifth year)
5.5	**Pricing and Cost Caps**		
		Cost-Control Mechanisms	4 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.6	**Household/Property Targeting**		
		Household Identification and Screening Plan (Draft)	3 months after Kick-off Meeting
		Household Identification and Screening Plan (Final)	5 months after Kick-off Meeting
5.7	**Set-Aside for Manufactured Homes**		
		Manufactured and Mobile Homes Service Plan (Draft)	6 months after Kick-off Meeting
		Manufactured and Mobile Homes Service Plan (Final)	9 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.8	**Outreach and Engagement**		
		Outreach Materials	5 months after Kick-off Meeting
		Outreach and Engagement Log	Part of Task 3 Project Data

5.9	**Household Eligibility and Initial Enrollment**		
		Application Template	2 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.10	**Home Assessments**		
		Home Assessment Approach and Processes (Draft)	3 months after Kick-off Meeting
		Home Assessment Approach and Processes (Final)	5 months after Kick-off Meeting
		Updated Home Assessment Approach and Processes (if requested by CAM)	within 30 days of request from CAM
		Data submitted as part of Task 3	See Task 3
5.11	**Program Participation Agreements and Tenant Protections**		
		Program Participation Agreement Template	5 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.12	**Building Decarbonization Retrofits**		
		Data submitted as part of Task 3	See Task 3
		Post-installation Project Certificate Template (Draft)	5 months after Kick-off Meeting
		Post-installation Project Certificate Template (Final)	6 months after Kick-off Meeting
5.13	**Quality Assurance and Quality Control (QA/QC)**		
		Hotline Call Log Tracker	Weekly or as specified by the CAM
		QA/QC Procedures (Draft)	4 months after Kick-off Meeting
		QA/QC Procedures (Final)	6 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
5.14	**Participant Surveys**		
		Participant Survey (Draft)	5 months after Kick-off Meeting
		Participant Survey (Final)	9 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
6	**Continuous Improvement**		
		No Recipient Products for this Task	
7	**Coordination and Layering with Other Programs**		
		Coordination Plan (Draft)	4 months after Kick-off Meeting
		Coordination Plan (Final)	6 months after Kick-off Meeting
		Data submitted as part of Task 3	See Task 3
8	**Coordination with Other Programs and Public Interest Research**		
		Data submitted as part of Task 3	See Task 3

ATTACHMENT D

CEC EQUITABLE BUILDING DECARBONIZATION

DIRECT INSTALL PROGRAM TERMS AND CONDITIONS

TABLE OF CONTENTS

SECTION **PAGE NO.**

TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission's (CEC) Equitable Building Decarbonization Program. The Equitable Building Decarbonization Program is funded in part by the California Climate Investments[2] program, and is subject to the laws enacted for the administration of auction proceeds deposited into the Greenhouse Gas Reduction Fund, including without limitation: AB 109 (Chapter 249, Statutes of 2017); Health and Safety Code section 39710 et. seq.; and Government Code sections 16428.8 – 16428.95, including any amendments to these sections.

Under this Agreement, the Recipient shall develop and implement the Equitable Building Decarbonization Direct Install Program, which is a block grant program and governed by California Public Resources Code section 25665.3. Recipient understands that the CEC currently only has $19,096,500 of the potential $31,108,439 maximum possible funding for administrative costs under this Agreement and $171,868,500 of the potential $297,869,301 for incentives awarded under this Agreement. Therefore, upon execution of this Agreement, Recipient only has authority to spend up to $19,096,500 in administrative costs, not to exceed 10 percent of the total budget for state funds and 8 percent of the total budget for federal funds. In the future, the CEC may allocate none, some, or the entire remaining contingent amount up to a maximum amount of $31,108,439 in administrative costs. Recipient shall only be authorized to spend more than the existing $31,108,439 in administrative costs upon execution of an amendment to this Agreement that authorizes the Recipient to spend more funds.

The Recipient, as implementer of the Equitable Building Decarbonization Direct Install Program, is a conduit of the funds that will be awarded to provide assistance to Retrofit Awardees, and the grant-funded Retrofit Awards do not result in the performance of services by the Retrofit Awardees to the CEC, but the CEC is a real party in interest to the agreements between the Recipient and Retrofit Awardees. The CEC will not take title to equipment acquired by the Retrofit Awardees; and the performance under the Retrofit Awards is not controlled by the CEC. The Retrofit Awardees are being provided assistance to carry out their own projects and are not providing services to the CEC or Recipient. The Retrofit Awards directly benefit each Retrofit Awardee's project. The products produced by the Recipient are a by-product of the main purpose of the block grant. The products are used to monitor the use of grant funds and do not result in a service to the CEC.

[2] California Climate Investments is a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

This Agreement is comprised of the grant funding award, these Terms and Conditions, and all attachments, including Federal Award Terms and Conditions (Attachment 10). These Terms and Conditions are standard requirements for grant awards. The CEC may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the CEC's Grants and Loans Office within 30 days of receipt. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the CEC and the Recipient. Project means Recipient's specific project that is funded in whole by this Agreement. The Recipient's project will coincide with the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The CEC cannot authorize any payments until all parties sign this Agreement.

2. ***Documents Incorporated by Reference***

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (e) and (f). Where this Agreement or California laws and regulations are silent or do not apply, the CEC will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

CEC Guidelines

a. Equitable Building Decarbonization Direct Install Program Guidelines, https://www.energy.ca.gov/publications/2023/equitable-building-decarbonization-direct-install-program-guidelines.

Solicitation Documents (if award is made through a competitive solicitation)

b. The funding solicitation under which this Agreement was awarded.

c. The Recipient's proposal submitted in response to the solicitation.

California Air Resources Board Documents

d. California Air Resources Board, Funding Guidelines for Agencies that Administer California Climate Investments, www.arb.ca.gov/cci-fundingguidelines

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

e. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (sections 200.400 et seq.).

Federal Acquisition Regulations (applicable to commercial organizations)

f. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants).

Nondiscrimination

g. 2 California Code of Regulations (CCR), section 11099 et seq.: Contractor Nondiscrimination and Compliance.

General Laws

h. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement.

3. **Due Diligence**

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the project schedule and the Scope of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the CEC's remedies, be terminated.

4. **Products**

a. **"Products"** are defined as any tangible item specified for delivery to the CEC in the Scope of Work, including but not limited to data, reports, plans, and other program documents. Unless otherwise directed, draft copies of all products identified in the Scope of Work and Schedule of Products shall be submitted to the CAM for review and comment in the manner and form specified in the Scope of Work.

b. If the CEC determines that a product is substandard given its description and intended use as described in this Agreement, CEC staff, without prejudice to any of the CEC's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

c. Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

5. **Publications - Legal Statement on Reports and Products**

a. The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced because of work funded by this program shall be represented to be endorsed by the CEC, and all such products or reports shall include the following statement:

LEGAL NOTICE

> This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the CEC, its employees, or the State of California. The CEC, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

b. Acknowledgement of California Climate Investments

Recipients shall acknowledge the California Climate Investments program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

The Equitable Building Decarbonization Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Recipient is encouraged to display the California Climate Investments logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: http://www.caclimateinvestments.ca.gov/logo-graphics-request.

6. **Changes to the *Agreement***

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the CEC's unilateral termination rights in Section 11 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a CEC business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer (CAO) will provide the Recipient with guidance regarding the level of CEC approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of CEC approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Attachment 4 (Budget Forms), the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Attachment 4 will not be approved. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) shall not exceed the approved rates in the Budget.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Attachment 4.

7. Contracting and Procurement Procedures

This section provides general requirements for (a) an agreement between the Recipient and a third-party subcontractor[3] (subcontract), and (b) an agreement between the Recipient and a Retrofit Awardee (Retrofit Award). Where these terms require the Recipient to flow down terms to subcontractors and Retrofit Awardees, the Recipient shall ensure that its agreement with subcontractors and Retrofit Awardees also require the flow down of these terms to every lower-tiered level of sub-subcontractor and sub-Retrofit Awardee.

For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract or Retrofit Award before the subcontractor or Retrofit Awardee can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The CEC will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

[3] A subcontractor is any person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the block grant project activities. A subcontractor's role involves discretion over grant activities and is not merely just selling goods or services. A subcontractor cannot also be a Retrofit Awardee. A vendor is a person or entity that sells goods or services to the Recipient, Subcontractor, or any lower-tiered level of Sub-Subcontractor, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. A vendor's role is ministerial and does not involve discretion over grant activities.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement. Nothing contained in this Agreement or otherwise creates any contractual relation between the CEC and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the CEC for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the CEC's obligation to make payments to the Recipient. As a result, the CEC has no obligation to pay or enforce the payment of any funds to any subcontractor. The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the CEC.
- Language conforming to the following provisions:
    - Publications - Legal Statement on Reports and Products (Section 5)
    - Equipment (Section 10)
    - Travel and Per Diem (Section 13)
    - Standard of Performance (Section 14)
    - Fiscal Accounting Requirements (Section 16)
    - Indemnification (Section 17)
    - Nondiscrimination Statement of Compliance (Section 20.b)
    - Site Visits (Section 21)

- Public Works – Payment of Prevailing Wages (Section 23)
    - Intellectual Property (Section 24)
    - Remedies for Non-Compliance (Section 25)
    - Enforcement (Section 26)
    - Receipt of Confidential Information and Personal Information (Section 28)
    - Conflicts of Interest (Section 31)
- Survival of the following provisions:
    - Equipment (Section 10)
    - Fiscal Accounting Requirements (Section 16)
    - Intellectual Property (Section 24)
    - Receipt of Confidential Information and Personal Information (Section 28)

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the CEC with UC for their subcontracts. Recipients who are subcontracting with the United States Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the CEC's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

Retrofit Awards funded in whole or in part by this Agreement must incorporate all of the following:

- Provisions that allow for administrative, contractual, or legal remedies in instances where Retrofit Awardees violate or breach contract terms, including Program Participation Agreement terms and the tenant protections therein, and provide for such sanctions and penalties as may be appropriate, including the repayment to CEC of grant funds spent under the Retrofit Award.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the termination provision related to Executive Order N-6-22 – Russia Sanctions.
- A statement that further assignments will not be made to any third or subsequent tier Retrofit Awardee without additional advance written consent of the CEC.
- Language conforming to the following provisions:
    - Equipment (Section 10)
    - Indemnification (Section 17)

  - Site Visits (Section 21)
  - Remedies for Non-Compliance (Section 25)
  - Enforcement (Section 26)
  - Receipt of Confidential Information and Personal Information (Section 28), if applicable
  - Conflicts of Interest (Section 31)
- Survival of the following provisions:
  - Equipment (Section 10)

8. **Bonding and Insurance**

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

9. **Permits and Clearances**

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

10. **Equipment**

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least $5,000, and purchased with grant funds. Equipment means any products, objects, machinery, apparatus, implements, or tools purchased, used, or constructed within the project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with CEC funds. The CEC may determine the normal useful life of such equipment.

Title to equipment and any appliance acquired by the Recipient with grant funds shall vest in the Recipient, and the Recipient may transfer title to Retrofit Awardees. Title to equipment acquired by Retrofit Awardees with grant funds, if any, shall vest in the Retrofit Awardee. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

The Recipient shall also flow to Retrofit Awardee any requirements developed in the Program Participation Agreements developed under the Scope of Work. The Recipient shall require Retrofit Awardee to comply with any limitations on equipment or appliance disposition provided in any lease addendum, deed recording, or other document provided by the Recipient.

11. Termination

This project may be terminated for any reason set forth below.

With Cause

The CEC may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Reorganization to a business entity unsatisfactory to the CEC;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or CEC policy such that the work or product being funded would not be supported by the CEC.

Without Cause

The CEC may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

If this Agreement is terminated with or without cause, the CEC reserves the right to transfer this project to another Equitable Building Decarbonization regional administrator and Recipient will use good faith efforts to take steps to effectuate the transfer.

12. Stop Work

CEC staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

a. Compliance. Upon receipt of such a stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the CEC.

b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from CEC staff.

13. **Travel and Per Diem**

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees, subject to any state-wide prohibition on travel. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the CEC's website at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.

c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and CAO prior to travel departure. The CEC will reimburse travel expenses from the Recipient's office location.

e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure city, and destination city. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the CEC.

14. **Standard of Performance**

Recipient, its subcontractors, and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the CEC.

It is the Recipient's duty to ensure that CEC funds are not misspent by subcontractors or misused by Retrofit Awardees. For example, Recipient must ensure CEC funds are used to reimburse or otherwise pay for allowable costs that are actually incurred. This includes that it is the Recipient's duty to develop internal controls to detect fraud, waste, and abuse.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

a. Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the CEC;

b. The CEC shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

c. The CEC shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the CEC directs Recipient/subcontractor not to re-perform a task, the CEC and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the CEC's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the CEC may have under law.

15. **Payment of Funds**

a. Advance funds for Retrofit Awards

This Agreement is for the Recipient to administer a block grant program. Under Public Resources Code section 25661(b) the CEC has authority to advance up to 25 percent of the clean energy program moneys allocated to recipients of a financial incentive, and Public Resources Code section 25660(c) confers block grant authority.

Under this Agreement, the Recipient can request but is not guaranteed to receive advance funds for Retrofit Awards (i.e., incentives). Funds will not be advanced for other project expenditures. It is solely within the CEC’s discretion to allow advance funds. Because the CEC earns interest on the funds in its accounts, the CEC can lose interest if it advances funds long before Recipient actually pays out the funds (i.e., the funds sit in Recipient’s account instead of the CEC’s interest-earning account). The Recipient shall establish a separate ledger account or fund for receipt and disbursement of advance funds under this Agreement.

Accordingly, the Recipient, if allowed to receive advance funds for Retrofit Awards, shall take reasonable efforts to minimize the time between receiving advance funds and paying them out. The CEC can request at any time that the Recipient repay to the CEC any funds advanced to Recipient that the Recipient has not paid out, and the Recipient shall repay the unspent advanced funds within 10 days of receiving the CEC's request.

The Recipient shall pay to the CEC any interest it earns on advanced funds that cumulatively total more than $200. This means over the life of this Agreement, if the Recipient cumulatively earns more than $200 on advanced funds, any additional interest amounts after that shall be paid to the CEC. Alternatively, the CEC in its sole discretion, can instead subtract the interest amount over $200 from the amount paid to Recipient as requested in Recipient's future invoices.

In addition to other documentation the Recipient must provide under this Agreement, upon request by the CEC, the Recipient shall provide all documents related to advanced funds received and paid out and any interest earned on the funds.

b. Reimbursement for all other project expenditures

The CEC agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of $50/hour but the employee is only paid $40/hour, the Recipient can only bill for $40/hour. Under the same example, if the employee earned $70/hour but the Budget only lists $50/hour, the Recipient can only bill for $50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. The actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) should not exceed the approved rates in the Budget.

(1) Payment Requests

The Recipient may request payment from the CEC no more frequently than monthly. The final payment request must be received by the CEC along with the Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

(2) Documentation

All payment requests must be submitted using a completed Payment Request form and emailed to invoices@energy.ca.gov. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for the CEC, including backup documentation for actual expenditures, such as timecards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

(3) Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

> *I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method.*

Additional certification is required related to the payment of prevailing wages. Refer to Sections 20 and 23 of these terms and conditions for more information.

(4) Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

(5) Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

(6) Fringe Benefits, Indirect Overhead, and General and Administrative (G&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.

- The cost pools used to develop the federal rates must be allocable to the CEC Agreement, and the rates must be representative of the portion of costs benefiting the CEC Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the CEC Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the CEC Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the CEC Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

(7) Retention

It is the CEC's policy to retain 10 percent of any payment request or 10 percent of the total CEC award until the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

Retention shall only be held for administrative costs.

The CEC may choose to release retention on an annual basis, if the Recipient's performance and completion of products and activities over the course of the year in question (referred to herein as a Retention Year) is determined by the CAM to be satisfactory. The Retention Year shall align with the reporting period for the Recipient's Annual Reports. After the completion of a Retention Year and submission of the associated Annual Report, the Recipient may submit a completed payment request form requesting release of retention pursuant to this paragraph.

(8) State Controller's Office

Payments are made by the State Controller's Office.

16. **Fiscal Accounting Requirements**

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or five (5) years after the state grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for five years after its final disposition or five years after the state grant term, whichever is later.

c. Audits

Upon written request from the CEC, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the CEC or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the CEC notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.-

17. **Indemnification**

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient, the CEC, and to any and all contractors, subcontractors, Retrofit Awardees, vendors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

This includes repayment to CEC for funds advanced which were not spent, either by the Recipient or a subcontractor, in accordance with the terms of this Agreement.

18. ***Workers' Compensation Insurance***

a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

19. **General Provisions**

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CEC.

c. Assignment

Without the written consent of the CEC in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The CEC reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the CEC of the occurrence of each of the following:

(a) A change of address.

(b) A change in the business name or ownership.

(c) The existence of any litigation or other legal proceeding affecting the Project.

(d) The occurrence of any casualty or other loss to Project personnel, equipment or third parties of a type commonly covered by insurance.

(e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the CEC's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the CEC. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the CEC is not satisfied that the new entity can perform as the original Recipient, the CEC may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- Publications - Legal Statement on Reports and Products (Section 5)
- Equipment (Section 10)
- Termination (Section 11)
- Payment of Funds (Section 15)
- Fiscal Accounting Requirements (Section 16)
- Indemnification (Section 17)
- Change in Business (Section 19.h)

- Intellectual Property (Section 24)

20. **Certifications and Compliance**

Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12990 et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the CCR are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code section 8355(a)(1).

(2) Establish a Drug-Free Awareness Program as required by Government Code section 8355(a)(2) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

(3) Provide, as required by Government Code section 8355(a)(3), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of $100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

(1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

(2) Subject to a cease-and-desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

(3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two-year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

21. **Site Visits**

The CEC and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subcontractors and Retrofit Awardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

22. **Budget Contingency Clause**

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the CEC shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CEC shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

23. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the CEC often involve construction, alteration, demolition, installation, repair, or maintenance work over $1,000.

NOTE: Projects that receive an award of public funds from the CEC are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with section 1720 and Title 8, CCR, Chapter 8, Subchapter 3, commencing with section 16000.

Accordingly, the CEC assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

<u>NOTE</u>: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Public Resources Code section 25665.3(f) provides that "[p]rojects funded pursuant the [Equitable Building Decarbonization] direct install program shall be performed by workers paid prevailing wage where possible and when applicable." Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from the California Department of Industrial Relations (DIR) or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

<u>NOTE</u>: Only the DIR and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

<u>NOTE</u>: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the CEC is executed, the Recipient <u>shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction</u>.

<u>NOTE</u>: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

<u>Subcontractors and Flow-down Requirements</u>. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

<u>Indemnification and Breach</u>. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the CEC's performance of this Agreement at the CEC's option, and shall be at Recipient's sole risk. In such a case, CEC may refuse payment to Recipient of any amount under this Agreement and CEC shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the CEC and hold the CEC harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget and subcontractors' budgets on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the DIR or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the CEC on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the CEC the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and CEC shall be relieved of any obligation to pay said funds.

24. ***Intellectual Property***

a. The CEC makes no claim to "intellectual property" developed under this Agreement except as expressly provided herein.

b. "Intellectual property" means: (a) inventions, technologies, designs, drawings, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Product" means any tangible item specified for delivery to the CEC in the Scope of Work.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

c. The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property."

d. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to other government entities, state legislature, and utility companies and using data for the development of future programs.

e. The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the CEC from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

25. **CEC Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the CEC may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the CEC, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work. These remedies will also be flowed down to Retrofit Awardees in the event of breach of their Program Participation Agreements.

Further, if any penalty, fine, or other assessment is issued against the CEC or the CEC and other parties as a result of the Recipient's, its subcontractors', or a Retrofit Awardee's failure to comply with the Agreement requirements, the Recipient shall pay all assessment amounts with its own, non-grant funds, including any assessment against the CEC. Should the Recipient fail to pay the penalty, fine, or other assessment, the Recipient acknowledges that such monies may be paid out of retention.

26. **Enforcement**

a. Recovery of Overpayment or Misuse of Funds

The CEC may direct the CEC's Office of Chief Counsel to commence formal legal action against any applicant or Recipient to recover any portion of a payment under the Agreement that the Executive Director determines the applicant or Recipient was not otherwise entitled to receive.

b. Fraud and Misrepresentation

The Executive Director may initiate an investigation of any applicant, Recipient, subcontractor, vendor, or Retrofit Awardee that the Executive Director has reason to believe may have misstated, falsified, or misrepresented information in submitting an application, payment claim, or reporting any information required by the Agreement. Based on the results of the investigation, the Executive Director may take any action deemed appropriate, including, but not limited to, termination of the Agreement, recovery of any overpayment, and, with the concurrence of the CEC, recommending the Attorney General initiate an investigation and prosecution under Government Code section 12650, et seq., or other provisions of law.

27. **Confidential Recipient Information**

a. Identification of Confidential Recipient Information

(1) For the purposes of this Section, "Confidential Recipient Information" refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the CEC has agreed to designate as confidential under Title 20 CCR section 2505.

(2) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) it considers Confidential Recipient Information, and provide the legal basis for confidentiality, in Attachment 1 to this Exhibit. If the CEC agrees the information is confidential, it will not disclose it except as provided in subsection (b).

(3) During the Agreement, if the Recipient obtains or develops additional products (or information contained within products) not originally identified as Confidential Recipient Information in Attachment 1 to

this Exhibit, the Recipient will follow the procedures for a request for designation of confidential information as specified in Title 20 CCR section 2505.

The CEC's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The CEC will not disclose information subject to an application for confidential designation except as provided in subsection (b).

(4) When submitting products containing Confidential Recipient Information, the Recipient will mark each page of any document containing Confidential Recipient Information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The CAM may require the Recipient to submit a non-confidential version of the product if it is feasible to separate the Confidential Recipient Information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Recipient Information

The CEC will only disclose Confidential Recipient Information under the circumstances specified in Title 20 CCR sections 2506, 2507, and 2508. All Confidential Recipient Information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the CEC's confidentiality designation.

c. Waiver of Consequential Damages

In no event will the CEC or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Confidential Recipient Information, even if the CEC has been advised of the possibility of such damages.

Damages that the CEC and the state of California will not be responsible for include but are not limited to lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

During the Agreement, the Recipient, subcontractors, any lower-tiered level of sub-subcontractors, and Vendors must receive written approval from the CAM prior to disclosing the contents of any draft product to a third party. However, if the CEC makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.

28. **Receipt of Confidential Information and Personal Information**

For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq*., information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.

If the Recipient will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the CEC's special terms for confidential information.

If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, Retrofit Awardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, Retrofit Award, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, Retrofit Awardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

If this Agreement does not include the CEC's special terms for confidential information and CEC determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC reserves the option to amend this Agreement to add its special terms for confidential information.

Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

29. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Recipient advance written notice of such termination, allowing the Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the CEC.

30. **Greenhouse Gas Reduction Fund Requirements**

a. This Agreement is funded in part by the Greenhouse Gas Reduction Fund (GGRF) created pursuant to Government Code section 16428.8. This Agreement is subject to, and Recipient shall comply with, the provisions of the laws enacted for spending of auction proceeds deposited into the GGRF, including without limitation: Health and Safety Code section 39710 et. seq.; Government Code section 16428.8 – 16428.95, including any amendments to these sections. In addition to GGRF reporting requirements, Recipients will be responsible for other reporting requirements as outlined in the Scope of Work and specified by the CAM.

b. Reporting

Recipients of GGRF funds must submit reports on expenditures, investment benefits, and project outcomes, per guidance from the California Air Resources Board (CARB). Recipient shall provide reports on all projects during the term of this Agreement and for a period specified by CARB to meet project outcome reporting requirements.

Reporting shall follow the technical standards, format, process, and timing specified by the CAM, consistent with the project-type specific reporting requirements in CARB guidance and methodologies. Information to be reported includes, but is not limited to:

(1) Greenhouse Gas (GHG) Reductions

- Recipient Name or Project ID
- Project description
- Project location
- Census tract
- Project Stages and Dates for Reaching Milestones: Project Selected; Completed; Operational; GHG reductions began
- GGRF dollars allocated and total project cost including GGRF and non-GGRF monies
- Leveraged and/or match funds
- Quantification Period (number of years the project will provide GHG emission reductions)
- Number of projects/incentives/dwellings modified
- Estimated /actual total project GHG emission reductions
- Other information as specified by the CAM and in accordance with CARB requirements

(2) Priority Populations

Recipient reporting shall include information regarding benefits to priority populations, consistent with the detailed information in the CARB guidance which is posted at www.arb.ca.gov/cci-quantification. Recipient reporting shall include any information needed to evaluate, using the appropriate Benefit Criteria Table, whether the project has a direct benefit to priority populations.

"Priority populations" include residents of: (A) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (B) census tracts identified as low-income per AB 1550; or (C) a low-income household per AB 1550.

(3) Co-Benefits

Recipient reporting shall include each project's economic, environmental, or public health benefits, including, but not limited to:

- Estimated /actual total reductions in other criteria air pollutants (PM 2.5, NOx, etc.)
- Estimated /actual energy and fuel costs saved (kWh, therms, or other fuels) for energy efficiency and electrification projects
- Other information as specified by the CAM and in accordance with CARB requirements.

(4) Job Creation Benefits

Recipient reporting shall include data related to the number of job-years provided, average wages and benefits, the number of people who completed job training or received industry-recognized certifications, targeted hiring strategy and residence location of job/training recipients, as specified by the CAM and in accordance with CARB requirements.

31. **Conflicts of Interest**

a. Recipient agrees to continuously review new and upcoming projects in which Recipient, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Recipient shall inform the CAM as soon as a question arises about whether a potential conflict may exist or as soon as the Recipient knows a conflict exists. The CAM and CEC's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The CEC reserves the right to redirect work and funding on a project if the CEC's Chief Counsel's Office determines that there is a potential conflict of interest.

b. Appearances of Conflicts of Interest

The Recipient acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the State. Thus, the Recipient, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Recipient receives prior written approval of the CEC. In the event the Recipient is uncertain whether the appearance of a conflict of interest may exist, the Recipient shall submit to the CAM a written description of the relevant details.

c. Prohibition on Participating in CEC Funding Opportunities

Under this Agreement, the Recipient and its subcontractors and project partners will, with oversight from the CEC, develop and implement programs. Accordingly, the Recipient and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.

d. Possible amendment of conflicts of interest provisions

The Recipient acknowledges that, if amendments to this Agreement are made to develop and fund programs or otherwise expand the scope of work, the role of employees of the Recipient, subcontractors and project partners may become more defined. As those responsibilities and tasks are defined, the CAM and CEC's Chief Counsel's Office reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at CCR, Title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Recipient, subcontractors and project partners, and any designated consultants.

32. **Disclosure*.***

The Recipient shall promptly inform the CEC when it is engaged by another State agency for work that is similar to a product under the scope of work contemplated in this Agreement. Where that similar work product or deliverable is applicable to this Agreement, the Recipient may use such work product or deliverable, but is barred from billing the CEC in this Agreement for the work performed under the other agreement and not actually performed under this Agreement. Where actual labor is expended to generate the same or similar work product or deliverable under this Agreement as another agreement, the Recipient is allowed to bill for such labor actually performed.

ATTACHMENT E

DOE HOMES TERMS AND CONDITIONS

TABLE OF CONTENTS

Subpart A. Award Provisions

1. **Purpose**

   The purpose of this exhibit is to provide the federal terms and conditions for California Energy Commission (CEC)'s award to Subrecipient under this Agreement. This award is made pursuant to the Section 50121 of the Inflation Reduction Act (IRA), which is referred to as the Home Owner Managing Energy Savings (HOMES) Rebate Program.

2. **Summary of Award**

Name of Federal awarding agency	U.S. Department of Energy
Name of Recipient /pass-through entity, and contact information for awarding official of the Recipient	California Energy Commission
Name of Subrecipient	
Subrecipient's unique entity identifier (DUNS)	
Federal award identification number (FAIN)	
Federal Award Date of award to the Recipient by the Federal agency	
Subaward period of performance start and end date	
Amount of Federal funds obligated by this action by the pass-through entity to the Subrecipient	
Total amount of Federal funds obligated to the Subrecipient by the pass-through entity including the current obligation	
Total amount of the Federal award committed to the Subrecipient by the pass-through entity	
Federal award description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	
Identification of whether the award is research and development (R&D)	
Indirect cost rate for Federal award (including if the application of the de minimis rate per §200.414 Indirect (F&A) costs)	[refer to Sub's grant application]

3. **Resolution of Conflicting Terms**

In the event of any conflict in the terms of this Agreement, this Exhibit will take precedence.

4. **Documents Incorporated by Reference**

The following documents are hereby incorporated by reference:

a. Award Agreement between the U.S. Department of Energy (DOE) and CEC, Award No. DE-SE0000024 (Award).

b. Public Law 117-169, IRA.

c. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) part 200 as amended by 2 CFR part 910, located at http://www.eCFR.gov.

d. The Administrative and Legal Requirements Document (ALRD) for the HOMES Rebate Program, located at https://www.energy.gov/scep/home-energy-rebate-programs-guidance.

e. The standard DOE financial assistance intellectual property provisions applicable to various types of recipients, located at: https://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards.

f. The National Policy Assurances, located at: http://www.nsf.gov/awards/managing/rtc.jsp and https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms.

g. Research Terms and Conditions and the DOE Agency Specific Requirements at http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp (if the Award is for research and the Award is to a university or non-profit).

h. Subrecipient's application or proposal for the HOMES Rebate Program as accepted by CEC.

5. **Funding Restrictions**

Funding is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

6. **Flow down requirements**

a. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all federal award terms, and conditions in 2 CFR part 200 as amended by 2 CFR part 910 as set forth in 2 CFR 200.101 and ensure strict compliance.

b. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements all applicable Intellectual Property provisions and National Policy Assurances incorporated by reference in Subpart A.3.

c. Subrecipient must require inclusion in all lower tier subrecipient or subcontract agreements, all other requirements as applicable in this Exhibit or elsewhere in the Agreement.

7. **Reporting Requirements**

a. The federal reporting requirements are described in the Federal Assistance Reporting Checklist, Attachment 2 to Award DE-SE000024.

b. CEC's noncompliance with reporting requirements may result in withholding of future payments, suspension, or termination of the Award, and withholding of future federal awards.

c. Subrecipient must assist CEC with meeting all federal reporting requirements by providing all information requested by CEC for reporting purposes within the timeframes requested by CEC. Failure to by Subrecipient to comply with this requirement is a material breach of this Agreement.

d. Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website. STI submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

8. **Stewardship**

a. CEC and the Office of State and Community Energy Programs (SCEP) within DOE will exercise normal stewardship in overseeing the project activities performed under this Agreement. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

b. Subrecipient may be required to participate in, or provide information, documents, or other assistance requested by CEC or SCEP for the purpose of CEC or SCEP's federal stewardship.

9. **CEC and Federal Involvement**

a. Subrecipient may be required to participate in periodic review meetings with SCEP to assess work performance under the Award and the timely achievement of technical milestones and deliverables. SCEP will determine the frequency of review meetings and select the day, time, and location of each review meeting. Subrecipient may be required to provide an overview of work performed under this Agreement, including but not limited to:

i. Technical progress compared to the Milestone Summary Table stated in Attachment 1 of Award DE-SE000024.
ii. Subrecipient's actual expenditures compared to the approved budget in Attachment 3 of Award DE-SE000024.
iii. Other subject matter specified by the DOE Technology Manager/Project Officer.

b. Subrecipient must notify CEC, who in turn will notify SCEP, in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by CEC or SCEP, Subrecipient must provide CEC and SCEP with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings.

c. CEC and SCEP's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipient must provide, and must require any lower tier subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the

performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

d. Subrecipient must provide, and must require any lower tier subrecipients to provide, any information, documents, site access, or other assistance requested by CEC SCEP for the purpose of federal stewardship or substantial involvement.

10. **Audits**

a. Subrecipient and its lower tier subrecipients, contractors, and subcontractors must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Agreement.

b. Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the financial records or administrative records of the Subrecipient and its lower tier subrecipients, contractors, and subcontractors relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

c. DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Subrecipient and its lower tier subrecipients, contractors, and subcontractors are required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

d. DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

11. **Refund Obligation**

Subrecipient must refund any excess payments, received from CEC, including any interest. This obligation to refund excess payment also applies to any Subrecipient costs determined unallowable by CEC or DOE.

12. **Foreign Travel**

Subrecipient must obtain the prior written approval of CEC for any foreign travel costs.

13. **Program Income**

If the Subrecipient earns program income during the project period as a result of this Agreement, Subrecipient must add the program income to the funds committed to this Agreement and used to further eligible project objectives.

14. **Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provision, DOE or CEC are not responsible for or have any obligation to Subrecipient for (1) Decontamination and/or Decommissioning (D&D) of any of Subrecipient's facilities, or (2) any costs which may be incurred by Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

15. **National Environmental Policy Act (NEPA)**

a. DOE must comply with the National Environmental Policy Act prior to authorizing the use of Federal funds.

b. DOE has determined that certain "Allowable Activities" listed in the State Energy Office NEPA Determination (Attachment 5) to Award DE-SE000024 are categorically excluded and require no further NEPA review. Subrecipient is thereby authorized to use Federal funds for the "Allowable Activities" listed in the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD NEPA Determination, subject to this Section 14 and the restrictions listed in Attachment 5.

c. This NEPA Determination only applies to activities funded by the IRA 50121 and 50122, Home Energy Rebate Programs Early Admin Funds ALRD.

d. Activities not listed under "Allowable Activities" are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Subrecipient may be required to complete the environmental questionnaire found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by DOE's Contracting Officer prior to initiating the project or activities.

e. Subrecipient must identify and promptly notify CEC of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

f. Subrecipient must adhere to the terms and restrictions of California's DOE executed Historic Preservation Programmatic Agreement (PA). DOE executed Historic Preservation PA are available on the Office of State and Community Energy Programs website: https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements.

g. Subrecipients are responsible for completing the online NEPA and Historic preservation training at http://www.energy.gov/node/4816816 and contacting NEPA with any questions GONEPA@ee.doe.gov.

h. If Subrecipient intends to undertake activities or projects that do not fall within the NEPA determination, those activities and projects are subject to additional NEPA review by DOE and are not authorized for Federal funding unless and until DOE's Contracting Officer provides written authorization on those additions or modifications. Should Subrecipient elect to undertake activities or projects prior to written authorization from DOE's Contracting Officer, Subrecipient does so at risk of not receiving Federal funding for those activities and projects, and such costs may not be recognized as allowable cost match.

16. **Historic Preservation**

a. DOE must comply with the requirements of Section 106 of the National Historic Preservation Act prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places.

b. Subrecipient must comply with all the Stipulations of California's DOE executed Historic Preservation PA. All DOE executed PAs are available on the Office of State and Community Energy Programs website: https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements.

c. In addition to the Stipulations in their PAs, Recipients must notify CEC, who will in turn DOE via GONEPA@ee.doe.gov whenever:

   i. Subrecipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by DOE;

   ii. There is a disagreement between an applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;

   iii. There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or

   iv. There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

17. **Intellectual Property**

Intellectual property rights are subject to 2 CFR 200.315 (e.g., institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g., for-profit).

18. **Performance of Work in United States**

a. All work performed under this Agreement must be performed in the United States unless DOE provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, Subrecipient should make every effort to purchase supplies and equipment within the United States.

b. If Subrecipient fails to comply with the Performance of Work in the United States requirement, DOE's Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Subrecipient cost share regardless if the work is performed by Subrecipient or its lower tier subrecipients, vendors or other project partners.

c. DOE may approve the performance of a portion of the work outside the United States under limited circumstances. Contractor must obtain a waiver via CEC prior to conducting any work outside the U.S.

d. Subrecipient must obtain a waiver from DOE's Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Contractor must submit a written request to CEC, who in turn will provide to DOE, that includes:

   i. The rationale for performing the work outside the U.S.;

ii. A description of the work proposed to be performed outside the U.S;

iii. The proposed budget of work to be performed; and

iv. The countries in which the work is proposed to be performed.

The rationale must demonstrate to the satisfaction of DOE that the performance of work outside the United States would further the purposes of the Federal Program and is in the economic interests of the United States. DOE's Contracting Officer may require additional information before considering such a request.

19. **Foreign National Involvement**

Subrecipients and its lower tier subrecipients and contractors who anticipate involving foreign nationals in the performance of an award, may be required to provide CEC and DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

20. **Publications**

Subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Agreement, whether copyrighted or not:

a. Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the IRA Home Energy Rebates Award Number DE-SE000024."

b. Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

c. Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Subrecipient should make every effort to include the full Legal Disclaimer. However, in the event Subrecipient is constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

21. **Budget Changes**

a. Any increase in the total project cost, whether DOE share or Cost Share, must be approved in advance and in writing by CEC and DOE's Contracting Officer. Any change that alters the project scope, milestones or deliverables requires prior written approval of CEC and DOE's

Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

b. Subrecipient must obtain the prior written approval for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost. Subrecipient must notify CEC, who will in turn the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost.

c. Subrecipient must obtain the prior written approval for any transfer of funds between direct and indirect cost categories. If Subrecipient's actual allowable indirect costs are less than those budgeted, Subrecipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement.

22. **Interim Conflict of Interest Policy for Financial Assistance**

a. The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the Principal Investigator and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

b. Subrecipient must flow down the requirements of the interim COI Policy to any lower tier subrecipients, with the exception of DOE National Laboratories.

c. Further, Subrecipient must identify all financial conflicts of interests (FCOI), i.e., managed, and unmanaged/unmanageable, in its initial and ongoing FCOI reports. It is understood that non-Federal entities and individuals receiving DOE financial assistance awards will need sufficient time to come into full compliance with DOE's interim COI Policy. To provide some flexibility, DOE allows for a staggered implementation. **Specifically, prior to award, Subrecipient must ensure all Investigators on this Award complete their significant financial disclosures; review the disclosures; determine whether a FCOI exists; develop and implement a management plan for FCOIs; and provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed, and unmanaged/unmanageable)**. Subrecipient will have 180 days from the date of this Award to come into full compliance with the other requirements set forth in DOE's interim COI Policy.

23. **Terms Subject to Change Upon Obligation of Full Formula Award Allocation**

a. These terms and conditions cover the initial allocation of funds for this program. Subrecipient is advised that some terms may be added, modified, or removed upon CEC's application and approval for the full formula allocation under this program, in order to properly implement all programmatic requirements associated with the program.

b. Additional terms that may be incorporated include, but are not limited to:

i. Publication of Information on the Internet

ii. Certification and Registration

iii. Whistleblowers and False Claims

24. **Reporting Tracking and Segregation of Incurred Costs**

IRA funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. Subrecipient must keep separate records for IRA funds and must ensure those records comply with the requirements of the IRA.

Subpart B. General Provisions

1. **Compliance with Federal, State, and Municipal Law**

a. Subrecipient must comply with all applicable federal, state, and local laws and regulations for all work performed under this Agreement.

b. Subrecipient must obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement.

c. Any apparent inconsistency between federal and state laws and regulations and the terms and conditions of this Award must be referred to CEC's Contract Administration Manager for guidance.

2. **Record Retention**

Subrecipient is required to retain records relating to this Award consistent with 2 CFR 200.334 through 200.338.

3. **Allowable costs**

a. Allowable costs are determined in accordance with 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable in accordance with the applicable federal cost principles. Pursuant to 2 CFR 910.352, the cost principles in the Federal Acquisition Regulations (48 CFR Part 31.2) apply to for-profit entities. The cost principles contained in 2 CFR Part 200, Subpart E apply to all entities other than for-profits. Costs to support or oppose union organizing, whether directly or as an offset for other funds, are unallowable.

b. Subrecipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its lower-tier subrecipients and project costs that the Subrecipient claims as cost sharing, including in-kind contributions. Subrecipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the cost principles. Upon request, the Subrecipient is required to provide such records. Such records are subject to audit. Failure to provide adequate supporting documentation may result in a determination that those costs are unallowable.

c. Payments made for costs determined to be unallowable by either DOE, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also 2 CFR 200.300 through 200.309.

4. **Indirect Costs**

Subrecipient's indirect costs must be appropriately managed, be allowable, and comply with the requirements of the Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

5. **Profit or Fees**

See 2 CFR 910.358 for limitations pertaining to profit or fees.

6. **Project Closeout**

In addition to any other requirements set forth in this Agreement, Subrecipient must comply with the project closeout requirements in 2 CFR 200.344.

7. **Property Standards**

See 2 CFR 200.310 through 200.316 for requirements. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit Subrecipients, which include but are not limited to prior approval for real property or equipment with an acquisition cost per unit of $5,000 or more and, in certain circumstances, recording UCC financing statements.

8. **Insurance Coverage**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

9. **Real Property**

a. Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

b. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

c. See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

10. **Equipment**

a. Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

b. States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

c. Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

d. Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

e. When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

f. Disposition will be made as follows: (a) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to DOE or to an eligible third Party as specified in CFR Part 200.313(e)(3).

g. See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

11. **Supplies**

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

12. **Property Trust Relationship**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

13. **Uniform Commercial Code (UCC) Financing Statements**

Per 2 CFR 910.360 (Real Property and Equipment), when applicable, requires when Subrecipient purchases with federal funds, and federal share of the financial assistance agreement is more than $1,000,000, Subrecipient must:

Properly record, and consent to DOE's ability to properly record if the Subrecipient fails to do so, UCC financing statement(s) for all equipment in excess of $5,000 purchased with project funds. These financing statement(s) must be approved in writing by the DOE Contracting Officer prior to the recording, and they shall provide notice that the recipient's title to all equipment (not real property) purchased with federal funds under the financial assistance agreement is conditional pursuant to the terms of this section, and that the government retains an undivided reversionary interest in the equipment. The UCC financing statement(s) must be filed before the DOE Contracting Officer may reimburse the recipient for the federal share of the equipment unless otherwise provided for in the relevant financial assistance agreement. The recipient shall further make any amendments to the financing statements or additional recordings, including appropriate continuation statements, as necessary or as the Contracting Officer may direct.

14. **Conference Spending**

Subrecipient must not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

15. **Lobbying**

a. By accepting funds under this Award, the Subrecipient agrees that it must not use, directly or indirectly, any federal funds to influence or attempt to influence, directly or indirectly, congressional action on any legislative or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913 This restriction is in addition to those prescribed elsewhere in statute and regulation.

b. If this Award to subrecipient exceeds $100,000, the Subrecipient must complete and submit SF-LLL, "Disclosure of Lobbying Activities" (https://www.grants.gov/web/grants/forms/sf-424-individual-family.html) to ensure that non-federal funds have not been paid and will not be paid to any person for influencing or attempting to influence any of the following in connection with the application for this Program

16. **Telecommunications and Video Surveillance Services or Equipment Prohibition**

As set forth in 2 CFR 200.216, Subrecipient is prohibited from obligating or expending project funds (Federal funds and Subrecipient cost share) to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889, 2 CFR 200.216, and 2 CFR 200.471 for additional information.

17. **Affirmative Action and Pay Transparency Requirements**

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

a. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

b. Subrecipient and its subrecipients, contractors and subcontractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

c. Subrecipient and its subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor’s (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP’s Technical Assistance Guide[4] should be consulted to gain an understanding of the requirements and possible actions the Subrecipient and its subrecipients, contractors and subcontractors must take. Additionally, for construction projects valued at $35 million or more and lasting more than one year, the Subrecipient and its subrecipients, contractors and subcontractors may be selected by OFCCP as a mega construction project. If selected, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see https://www.dol.gov/agencies/ofccp/construction/mega-program.

18. **Nondiscrimination**

By signing this Agreement or accepting funds under this Agreement, Subrecipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

[4] See OFCCP’s Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec. Also see the National Policy Assurances at http://www.nsf.gov/awards/managing/rtc.jsp.

a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOE regulations at 10 CFR part 1040.

b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042.

d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE at 10 CFR part 1040.

e. On the basis of handicap, in (1) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041 and (2) The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).

19. **Americans with Disabilities Act of 1990**

Subrecipient shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

20. **Promoting Free Speech and Religious Liberty**

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

21. **Nondisclosure and Confidentiality Agreement Assurances**

a. By entering into this Agreement, Subrecipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

b. The Subrecipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or any investigative or law enforcement representative of a Federal department or agency of a suspected violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling."

c. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

d. Notwithstanding the provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

22. **Export Control**

a. The United States Government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as “Export Controls”. Subrecipient is responsible for ensuring compliance with all applicable U.S. Export Control laws and regulations relating to any work performed under this Award, at the Subrecipient or lower tier level.

b. Subrecipient must immediately report to DOE any export control violations related to the project funded under this Award, at the Subrecipient or a lower tier level, and provide the corrective actions to prevent future violations.

23. **Corporate Felony Conviction and Federal Tax Liability Assurances**

a. By entering into this Agreement, Subrecipient attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

b. Subrecipient further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

c. For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

24. **Insolvency, Bankruptcy or Receivership**

a. Subrecipient shall immediately notify the CEC, who will in turn notify DOE, of the occurrence of any of the following events:

i. the Subrecipient, or its parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;

ii. the Subrecipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Subrecipient, or its parent;

iii. the filing of any similar proceeding for or against the Subrecipient, or its parent, or its consent to, the dissolution, winding-up or readjustment of the Subrecipient's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Subrecipient under any other applicable state or federal law; or

iv. The Subrecipient's insolvency due to its inability to pay its debts generally as they become due.

b. Such notification shall be in writing and shall:

i. specifically set out the details of the occurrence of an event referenced in paragraph (a);

ii. provide the facts surrounding that event; and

iii. provide the impact such event will have on the project being funded by this Award.

c. Upon the occurrence of any of the four events described in the first paragraph, CEC and DOE reserve the right to conduct a review of the Subrecipient's award to determine the Subrecipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the Subrecipient's performance under the Award, the DOE reserves the right to impose additional requirements, as needed, including

i. change the Subrecipient's payment method; or

ii. institute payment controls.

d. Failure of the Subrecipient to comply with this term may be considered a material noncompliance of this financial assistance award by the DOE Contracting Officer.

25. **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

All contracts made by a non-Federal entity under the Federal award, including those made by the Subrecipient, must contain the provisions listed in Appendix II to 2 CFR Part 200.

26. **Final Incurred Cost Audit**

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, the CEC and/or DOE reserves the right to initiate a final incurred cost audit on this Award. If the audit has not been performed or completed prior to the closeout of the award, the CEC and/or DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

27. **Required Reporting under the Federal Funding and Transparency Act of 2006**

a. Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires certain disclosures of entities and organizations receiving federal funds. The administrative requirements for complying with FFATA are contained in 2 CFR Part 170. Subrecipient must comply, as applicable, with all FFATA requirements including but not limited to providing CEC with any required data within the timeframe requested by CEC.

b. Unless an exemption applies, CEC must report each action that equals or exceeds $30,000 in Federal funds for a subaward to an "non-federal entity" as defined in 2 CFR Part 170 to https://www.fsrs.gov.

c. Unless an exemption applies, CEC must report the names and total compensation of each of Subrecipient's five most highly compensated executives for the preceding fiscal year if:

   i. In Subrecipient's preceding fiscal year, Subrecipient received: (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)

   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

d. Additional definitions relevant to this Section are contained in 2 CFR Part 170.

28. **Unique Entity Identifier**

a. Unique Entity Identifier refers to the identifier assigned by the Federal repository, System for Award Management (SAM), to uniquely identify business entities.

b. No entity may receive a subaward under this Program from CEC until the Subrecipient entity has provided its Unique Entity Identifier to CEC. CEC may not make a subaward to an entity unless the entity has provided its Unique Entity Identifier number to CEC.

c. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this Section:

   i. A foreign organization;
   ii. A foreign public entity;
   iii. A domestic for-profit organization; and
   iv. A Federal agency.
   v. Subaward has the meaning given in 2 CFR 200.1.
   vi. Subrecipient has the meaning given in 2 CFR 200.1.

29. **Annual Independent Audits**

a. Subrecipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

b. The annual independent audits are separate from any Government-initiated audits and must be paid for by Subrecipient. To minimize expense, Subrecipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Subrecipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

30. **Integrity and Performance Matters**

    a. Subrecipient must immediately notify CEC of any civil, criminal, or administrative proceedings as described in part b. of this Section, below.

    b. Subrecipient must submit information as directed by CEC about each proceeding that (1) is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government; (2) reached its final disposition during the most recent five-year period; and (3) is one of the following:

       i. A criminal proceeding that resulted in a conviction (judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*).

       ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

       iii. An administrative proceeding, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000. An administrative proceeding is a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

       iv. Any other criminal, civil, or administrative proceeding if (1) it could have led to an outcome described in paragraph i., ii., or .iii., above; (2) it had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and (3) the requirement in this Section to disclose information about the proceeding does not conflict with applicable laws and regulations.

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31. **Equal Employment Opportunity**

    Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

32. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

    Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33. **Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

34. **Clean Air Act and the Federal Water Pollution Control Act**

If this award to Subrecipient exceeds $150,000, Subrecipient agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the CEC, which will in turn report to the DOE and the Regional Office of the U.S. Environmental Protection Agency (EPA).

35. **Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the SAM, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

36. **Procurement of recovered materials**

A Subrecipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. **Domestic Preferences for Procurements**

a. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

38. **Fraud, Waste, and Abuse**

a. The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE’s programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of DOE activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

b. Subrecipient must disclose, in a timely manner, in writing to CEC and DOE all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

c. Failure to make the required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

ATTACHMENT F

CEC INVOICE TEMPLATE

Attachment

Memorandum of Understanding between the Inland Empire Community Foundation and WRCOG for the Equitable Building Decarbonization Program

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of August, 2025, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **Inland Empire Community Foundation**, a **nonprofit, public benefit corporation** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Inland Regional Energy Network.

The Inland Regional Energy Network ("I-REN") is a consortium of WRCOG, San Bernardino Associated Governments ("SANBAG") and the Coachella Valley Association of Governments ("CVAG") for the purpose of establishing and operating a locally administered, designed, and delivered energy efficiency program. WRCOG is the administrative lead of I-REN and is responsible for entering into contracts on behalf of I-REN.

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing administrative services, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.3 Project.

WRCOG desires to engage Consultant to render such professional services for the California Energy Commission Equitable Building Decarbonization Direct Install Program ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the administrative services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.1.1 Equipment. Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least $5,000, and purchased with grant funds. Equipment means any products, objects, machinery, apparatus, implements, or tools purchased, used, or constructed within the project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with CEC funds. The CEC may determine the normal useful life of such equipment.

Title to equipment acquired by Consultant with grant funds, if any, shall vest in the Consultant. Consultant shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Consultant shall not encumber the property without WRCOG and CAM approval. When no longer needed for the original project or program, the Consultant shall contact the WRCOG and CAM for disposition instructions.

3.1.2 Term. The term of this Agreement shall be from **August 4, 2025** to **June 30, 2030**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG.

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows:

Michelle Decker, President/CEO
Celia Cudiamat, Chief Impact Officer
Khyati Mehta, Chief Financial Officer

3.2.5 WRCOG's Representative. WRCOG hereby designates the Executive Director, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Celia **Cudiamat,** or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with WRCOG staff in the performance of Services and shall be available to WRCOG's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-contractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense, and without reimbursement from WRCOG, SANBAG, and/or CVAG for any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by WRCOG, shall be borne in total by Consultant and not WRCOG.

3.2.8.2 In the event Consultant fails to perform in accordance with the above standard:

(A) Consultant will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the WRCOG. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Consultant shall work any overtime required to meet the deadline for the task at no additional cost to the WRCOG;

(B) WRCOG shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

(C) WRCOG shall have the option to direct Consultant not to re-perform any task which was not performed to the reasonable satisfaction of the WRCOG pursuant to application of (a) and (b) above. In the event WRCOG directs Consultant not to re-perform a task, WRCOG and Consultant shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the WRCOG's right to reimbursement.

(D) Nothing contained in this section is intended to limit any of the rights or remedies which WRCOG may have under law.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and/or regulations, and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Nondiscrimination Statement of Compliance. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12990 et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the CCR are incorporated into this Agreement by reference and made a part of it as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-contractors. Consultant shall also require all of its sub-contractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement / location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury / Advertising Injury; (3) Premises / Operations Liability; (4) Products / Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's, SANBAG's, or CVAG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, employees, volunteers and agents as additional insureds under said policies. Furthermore, 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.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG (if agreed to in a written contract or agreement) before WRCOG's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella / excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by WRCOG will be promptly reimbursed by Consultant or WRCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither WRCOG nor any of its Directors, officials, officers, employees, volunteers or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG, SANBAG, and CVAG as additional insureds using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million One Hundred Forty Thousand Dollars ($1,140,000.00)** without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed, including a 15% administrative fee applied to the total invoiced amount. The statement shall contain the invoice number and date; remittance address; Agreement number 2026-67-2080-001, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date offinal payment under this Agreement or five (5) years after the state grant term, whichever is later. Records for nonexpendable personal property acquired with grant funds shall be retained for five (5) years after its final disposition or five (5) years after the state grant term, whichever is later.

3.4.2 Accounting and Financial Methods. Consultant shall establish a separate ledger account or fund for receipt and disbursement of CEC funds for each project funded by the CEC. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

3.4.3 Audits. Upon written request from WRCOG, Consultant shall provide detailed documentation of all expenses at any time throughout the project. In addition, Consultant agrees to allow WRCOG or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the CEC notifies WRCOG, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Consultant is strongly encouraged to conduct annual audits in accordance with the single audit concept. Consultant should provide two copies of the independent audit report and any resulting comments and correspondence to WRCOG within 30 days of the completion of such audits.

3.4.4 Site Visits. WRCOG, the CEC, and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Consultant must provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

3.5 General Provisions.

3.5.1 Remedies for Consultant's Non-Compliance.

3.5.2 Without limiting any of its other remedies, WRCOG may, for Consultant's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, WRCOG, without limiting its other remedies, is entitled to repayment of all funds paid to Consultant if the Consultant does not timely complete all tasks in the Scope of Work.

3.5.3 Further, if any penalty, fine, or other assessment is issued against WRCOG as a result of the Consultant's, its subcontractors', or failure to comply with the Agreement requirements, the Consultant shall pay all assessment amounts with its own, non-grant funds, including any assessment against WRCOG. Should Consultant fail to pay the penalty, fine, or other assessment, the Consultant acknowledges that such monies may be paid out of retention.

3.5.4 Enforcement.

3.5.4.1 Recovery of Overpayment or Misuse of Funds. WRCOG and/or the CEC may commence formal legal action against Consultant to recover any portion of a payment under the Agreement if it is determined that Consultant was not otherwise entitled to receive said payment.

3.5.4.2 Fraud and Misrepresentation. WRCOG and/or the CEC may initiate an investigation of Consultant if there is reason to believe that Consultant may have misstated, falsified, or misrepresented information in submitting an application, payment claim, or reporting any information required by the Agreement. Based on the results of the investigation, WRCOG and/or the CEC may take any action deemed appropriate, including, but not limited to, termination of the Agreement, recovery of any overpayment, and recommending the Attorney General initiate an investigation and prosecution under Government Code section 12650, et seq., or other provisions of law.

3.5.5 Termination of Agreement.

3.5.5.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.5.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.6 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Inland Empire Community Foundation
3700 Sixth Street, Suite 200
Riverside, CA 92501
Attn: Michelle Decker

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Casey Dalley

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.7 Ownership of Materials and Confidentiality.

3.5.7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for WRCOG to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-contractors to agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data the sub-contractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by WRCOG. WRCOG shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at WRCOG's sole risk.

3.5.7.2 Intellectual Property. In addition, WRCOG shall have and retain all right, title, and interest (including copyright, patent, trade secret, and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by WRCOG, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of WRCOG.

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

WRCOG and the CEC are granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.7.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of WRCOG.

3.5.7.4 Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, the State of California their respective Directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.8 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.9 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.10 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, the State of California, their respective Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, SANBAG, CVAG, the State of California their respective Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG, SANBAG, CVAG or their respective Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG, SANBAG, CVAG, the State of California and their respective Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, SANBAG, CVAG, the State of California their respective Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.11 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.12 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.13 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.14 WRCOG's Right to Employ Other Consultants. WRCOG reserves the right to employ other consultants in connection with this Project.

3.5.15 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.16 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG and the CEC. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.17 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.18 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.19 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.20 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.21 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, Director, officer, official, agent volunteer, or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.23 Egual Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.24 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.25 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.26 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 Publications – Legal Statement on Reports and Products

3.7.1 CEC Notice. No product or report produced because of work funded by this program shall be represented to be endorsed by the CEC, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the CEC, its employees, or the State of California. The CEC, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

3.7.2 Acknowledgement of California Climate Investments. The Consultant shall acknowledge the California Climate Investments program as the source of project funds, in any publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language is:

> The Equitable Building Decarbonization Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

The Consultant is encouraged to display the California Climate Investments logo on equipment and signage to acknowledge the funding source.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: http://www.caclimateinvestments.ca.gov/logo-graphics-request.

3.8 Receipt of Confidential Information and Personal Information

3.8.1 For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR section 2505 *et seq.*, information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws. For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information. For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information

Security Program Plan, and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information. If the Consultant will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Consultant must first agree to and comply with the CEC's special terms for confidential information.

3.8.2 Except as provided in Title 20 CCR sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Consultant or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

3.9 Compliance with Executive Order N-6-22 Certification.

3.9.1 Consultant shall comply with Executive Order N-6-22 issued on March 4, 2022 and shall execute a Certification Form, attached hereto as Exhibit "D" and incorporated herein by this reference. Failure to comply with the provisions of Executive Order N-6-22 may result in termination of this Agreement. Should WRCOG determine that the Consultant is a target of economic sanctions or working with a target of economic sanctions, WRCOG shall provide the Consultant with written notice of termination, allowing the Consultant at least 30 calendar days to provide a written response prior to such termination.

3.10 Conflict of Interest.

3.10.1 Consultant agrees to continuously review new and upcoming projects in which Contract, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Consultant shall inform the WRCOG as soon as a question arises about whether a potential conflict may exist or as soon as the Consultant knows a conflict exists. WRCOG shall determine what constitutes a potential conflict of interest. WRCOG reserves the right to redirect work and funding on a project if it is determined that there is a potential conflict of interest.

3.10.2 Appearances of Conflicts of Interest. Consultant acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the WRCOG. Thus, the Consultant, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Consultant receives prior written approval of WRCOG. In the event the Consultant is uncertain whether the appearance of a conflict of interest may exist, the Consultant shall submit to WRCOG a written description of the relevant details.

3.10.3 Prohibition on Participating in CEC Funding Opportunities. Under this Agreement, the Consultant and its subcontractors and project partners will, develop and implement programs. Accordingly, the Consultant and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any financial incentive program implemented under this Agreement.

3.10.4 Possible amendment of conflicts of interest provisions. The Consultant acknowledges that, if amendments to this Agreement are made to develop and fund programs or otherwise expand the scope of work, the role of employees of the Consultant, subcontractors and project partners may become more defined. As those responsibilities and tasks are defined, WRCOG reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at CCR, Title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Consultant, subcontractors and project partners, and any designated consultants.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: Dr. Kurt Wilson

Title: Executive Director

APPROVED AS TO FORM:

By: ______________________________

General Counsel
Best Best & Krieger LLP

INLAND EMPIRE COMMUNITY
FOUNDATION

By: Michelle Decker

Title: President/CEO

ATTEST:

By: ______________________________

Its: Chief Financial Officer

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

EXHIBIT "A"

SCOPE OF SERVICES

A variety of Marketing, Education & Outreach (ME&O) methods will be required for the Program. The outline below describes I-REN's expectations and the types of tasks to be performed by the firm(s) for on-call ME&O services.

The qualified and selected Community Based Organizations (CBOs) will work in coordination with I-REN and the program administrator will build on this scope of work to develop a final scope of work. The following provides a brief outline of the activities that would likely be included. This is not an exhaustive list, but rather an informative description of the activities, products, and tasks related to the ME&O support being sought through the Program in the region. The Scope of Work will include the following elements:

- Supporting the Program Administrator with description of the target audience, geographic area, and communication channels for outreach and engagement specific to the community being reached.
- Supporting the development of a summary of the culturally appropriate outreach materials to be developed and customized for the community being reached, including the content, format, language, and distribution methods.
- Support with the development of a plan for conducting outreach and engagement activities in each community, including the frequency, duration, and objectives of each activity, and the metrics and indicators to measure the effectiveness and outcomes of each activity.

Specific outreach activities could include:

- Planning and attending community events, such as workshops, webinars, fairs, or festivals, to promote the Program and its benefits, and to recruit eligible participants.
- Following up with interested participants in the community, providing them with information and assistance on how to enroll in the program, and addressing any questions or concerns they may have.
- Directing questions to the Decarb Concierge, a dedicated staff person who can help participants navigate the program and connect them with contractors and other resources.
- Participating in targeted communication campaigns, such as social media, newsletters, flyers, or radio, to raise awareness and interest in the program among the target audience.

CBOs would be expected to attend a recurring bi-weekly meeting scheduled with the implementation team and the other partner CBOs to report on the progress, challenges, and lessons learned from the outreach and engagement activities, and to coordinate and collaborate on the sub-regional strategy.

EXHIBIT "B"

SCHEDULE OF SERVICES

INLAND EMPIRE COMMUNITY FOUNDATION
WRCOG I-REN Equitable Building Decarbonization Direct Install Program

Timeline	Service Activity
August 4-30, 2025	Finalize and fully execute WRCOG Professional Services Agreement. WRCOG and IECF meet to discuss next steps.
September 1-30, 2025	Learn about program; Research and identify targeted Census tracks; Coordinate with marketing implementer on local co-branding; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
October 1- October 31, 2025	Ongoing learning about program; Research and create list of potential applicants that serve targeted Census tracks; Participate in meetings/activities with WRCOG and other stakeholders as needed
November 1- December 31, 2025	Develop guidelines and application form; Conduct focus groups as needed; Participate in relevant meetings with WRCOG and other stakeholders as needed
January 15- February 28, 2026	Grant opportunity opens; Technical assistance workshops; Office hours; Community meetings; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
March 1-April 15, 2026	Proposal reviews, due diligence, decision making; Participate in relevant meetings with WRCOG and other stakeholders as needed; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
April 16- May 30, 2026	Discuss grant recommendations with WRCOG; Release award letters; Send grant agreements and supplemental forms; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
June 1-30, 2026	Grantees convening/orientation, individual meetings as needed; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
July 1, 2026-June 30,2029	Nonprofit grantees/ Grant performance period; Bi-Monthly check-in meetings the first year, Quarterly meetings second and third year; Peer learning roundtables; Participate in grantees' activities as necessary; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed
July 1-June 30, 2030	Program wrap-up convening/celebration, activities, meetings, reports, etc.; Participate in relevant meetings/activities with WRCOG and other stakeholders as needed

EXHIBIT "C"

COMPENSATION
BILLING RATES

Name	Title	Hourly Rate
Celia Cudiamat	Chief Impact Officer	$101
Camille LaMaster	Grants Administrator	$33
Charee Gillins	Communications & Marketing Director	$56
Khyati Mehta	Chief Financial Officer	$108
Kelsey Bates	Accounting Manager	$49

1. Travel and Per Diem

a. Consultant shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees, subject to any state-wide prohibition on travel. Consultant must pay for travel in excess of these rates. Consultant may obtain current rates from the CEC's website at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

b. For purposes of payment, Consultant's headquarters shall be considered the location of the Consultant's office where the employees' assigned responsibilities for this award are permanently assigned.

c. Travel identified in the Compensation section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Compensation section of this Agreement shall require written authorization from the WRCOG prior to travel departure. The CEC will reimburse travel expenses from the Consultant's office location.

e. Consultant must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure city, and destination city. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from WRCOG.

EXHIBIT "D"

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any consultant that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Consultant hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the Consultant is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature: Khyati

Printed Name: Khyati Mehta

Title: Chief Financial Officer

Consultant: Inland Empire Community Foundation

Date: June 26, 2025

Item 7.C

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **I-REN Residential Incentive Finder Tool**

Contact: **Eman Nazir, CVAG Management Analyst, enazir@cvag.org, (760) 346-1127**

Date: **July 21, 2026**

Recommended Action(s):

1. Receive and file.

Summary:

The purpose of this item is to provide an update on the successful launch and implementation of the I-REN Residential Incentive Finder Tool. Following Executive Committee approval of the Professional Services Agreement with PaulosAnalysis in January 2026, staff completed development of and launched the Incentive Finder Tool in April 2026. The tool provides residents across the Inland Empire with a centralized platform to identify federal, state, utility, regional, and local energy-related incentives based on household eligibility. Staff will provide a demonstration of the live tool, share current outreach efforts underway to promote adoption, and discuss how the Incentive Finder Tool supports I-REN's broader regional energy efficiency and electrification goals.

Discussion:

Background

A growing priority for I-REN is improving customer access to energy efficiency and decarbonization resources across the residential, small and medium commercial, and industrial sectors throughout Riverside County, San Bernardino County, and the Coachella Valley. As I-REN's regional coordination role has expanded, staff have observed ongoing challenges for customers in identifying and accessing eligible incentives.

During May 2025 discussions related to early planning for the 2028–2032 I-REN Business Plan, the Executive Committee expressed interest in strengthening support across residential, small and medium commercial, and industrial sectors. Rather than applying for new sectors within the Business Plan, staff determined that existing programs administered by other Program Administrators would benefit from additional support to improve market penetration, allowing I-REN to avoid duplicative efforts while maximizing customer impact.

Following this direction, staff conducted outreach to third-party residential and commercial energy efficiency program administrators operating throughout Riverside and San Bernardino Counties. Staff previously shared this work with the Executive Committee and identified a common barrier across sectors: customers face a fragmented incentive landscape consisting of federal tax credits, statewide programs, utility rebates, regional initiatives, and local offerings, each with varying eligibility requirements. This fragmentation limits participation and reduces the effectiveness of programs already available in market.

In response, staff identified the need for a centralized, easy-to-use Incentive Finder Tool as an opportunity to support existing programs, improve market penetration, and advance the Executive Committee's interest in serving multiple customer sectors. By providing clear, region-specific guidance, the Incentive Finder Tool positions I-REN as a trusted regional resource while complementing, rather than duplicating, programs administered by other entities.

In January 2026, the I-REN Executive Committee approved a Professional Services Agreement between WRCOG and PaulosAnalysis for the development and implementation of the I-REN Incentive Finder Tool. Following approval, staff worked closely with PaulosAnalysis to customize the platform for the Inland Empire and integrate regional incentive offerings relevant to I-REN service territory.

In April 2026, I-REN officially launched the Residential Incentive Finder Tool, now publicly available through the I-REN website.

<u>Present Situation</u>

The Incentive Finder Tool currently consolidates more than 160 federal, state, utility, regional, and local incentive programs into a single platform, allowing residents to quickly identify programs they may qualify for based on household, income, and location-specific information.

The Tool helps residents identify opportunities related to:

- Energy bill assistance and discount programs;
- Home energy efficiency improvements;
- Electrification upgrades and appliances;
- Solar and battery storage incentives; and
- Electric vehicle and clean transportation programs.

The platform was designed to simplify access to available incentives, increase participation in existing programs, and support regional electrification and energy efficiency goals. No login or personally identifiable information is required, and users may email results directly to themselves for future reference.

Prior to launch, I-REN staff coordinated with member jurisdictions to test the Incentive Finder Tool and gather feedback to ensure functionality and regional relevance. This coordination also supported the distribution of customized outreach and marketing materials, including website content, newsletter templates, flyers, and social media resources designed to expand public awareness and accessibility of the Tool.

Staff is currently conducting regional outreach efforts to promote adoption of the Incentive Finder Tool and encourage utilization among residents throughout the Inland Empire region.

In addition to the Residential Incentive Finder Tool, staff is currently developing the Commercial Incentive Finder Tool, which will expand support for small and medium commercial customers seeking energy efficiency and electrification incentives. Staff anticipates launching the Commercial Incentive Finder Tool in the fall of 2026, further expanding I-REN's ability to serve multiple customer sectors throughout the region.

Staff will continue evaluating opportunities to expand partnerships, strengthen outreach efforts, and identify future opportunities to further enhance the Incentive Finder Tool platform in alignment with I-REN's long-term regional energy efficiency and decarbonization goals.

Staff will provide a live demonstration of the Incentive Finder Tool, including examples of available incentives within the I-REN service territory and an overview of outreach efforts currently underway across the region.

Prior Action(s):

January 20, 2026: The I-REN Executive Committee approved a Professional Services Agreement between WRCOG and PaulosAnalysis for the development and implementation of the I-REN Incentive Finder Tool.

Financial Summary:

Activities related to this item are included in the approved WRCOG Fiscal Year 2026/2027 budget under the I-REN Fund (180).

Attachment(s):

None.

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **Inland Empire Energy Career Explorer**

Contact: **Tyler Masters, WRCOG Program Manager, tmasters@wrcog.us, (951) 405-6732**

Date: **July 21, 2026**

Recommended Action(s):

1. Receive and file.

Summary:

The Inland Empire Energy Career Explorer is an interactive online platform developed by I-REN to connect Riverside and San Bernardino County residents with in-demand energy careers, regional training opportunities, and workforce resources. Based on findings from the 2024 I-REN Energy Workforce Gaps Assessment, the platform features a personalized career quiz, 30 career profiles, regional labor market data, training pathways, employment resources, and information on local energy projects. Launching in July 2026, the Career Explorer serves as a centralized hub designed to improve awareness of and access to existing education, training, and career opportunities across the Inland Empire's growing energy workforce ecosystem.

Discussion:

Background

The Inland Empire Energy Career Explorer (Career Explorer) is an interactive tool that showcases in-demand and emerging energy careers in Riverside and San Bernardino Counties. Drawing on insights from the 2024 I-REN Energy Workforce Gaps Assessment, the Career Explorer connects community members with information and resources on energy career opportunities.

The Career Explorer uses a simple and engaging quiz to help viewers find the career information that's most relevant to them. It then provides custom-tailored information on energy career pathways and information on resources and training to get started. Those that want to dive deeper can read about career descriptions, typical work tasks, suggested educational background, and publicly available data such as projected job growth, and estimated wages. The Career Explorer also links to regional job boards and additional resources to help visitors find stable, high-quality careers. A goal of the Career Explorer is to increase education about and access to regional workforce resources, training, and energy employment pathways for job seekers, community-based workforce organizations, training providers, employers, and other workforce entities.

I-REN is creating the Inland Empire Energy Career Explorer based on conversations with regional stakeholders to make resources, training, and employment pathways more accessible. Through development of I-REN's 2024 Energy Workforce Gaps Assessment, it identified there are currently 360+ training pathways provided by 100+ training providers in the Inland Empire community. Rather than creating additional resources, I-REN wanted to make these existing opportunities more visible to the residents that need them. As I-REN seeks to connect stakeholders across the workforce pipeline, such as educational institutions, training providers, local agencies, and community-based organizations, the Career Explorer will serve as a centralized hub that connects all energy workforce-related training and career opportunities for entities across the energy workforce ecosystem.

Development Timeline:

- Microsite Exploration: *September 2025 - January 2026*
    - Concept Development and Stakeholder Engagement: Identified the need for an Inland Empire-focused energy career exploration platform through stakeholder discussions highlighting training access and career visibility challenges.
    - Project Initiation and Branding: Launched collaboration with The Energy Coalition and DG+, established project goals, and finalized the platform name and branding as the Inland Empire Energy Career Explorer.
    - Platform Design and Research: Developed initial UI/UX wireframes and analyzed labor market data and workforce research from the I-REN Energy Workforce Gaps Assessment to inform platform content.

- Platform Development: *January 2026 - May 2026*
    - Developed and Refined Platform Framework: Created initial platform pages, refined the Journey Map, and developed website designs, graphics, and other visual assets.
    - Career Profile Development: 30+ career profiles with consistent content standards and key information needed to showcase in-demand energy careers and training pathways.
    - Gathered Stakeholder Input: Conducted surveys and engagement with workforce development partners, career service providers, workforce boards, youth centers, counselors, and practitioners to inform platform development.
    - Enhanced User Experience: Analyzed stakeholder feedback on audience needs, platform barriers, career interests, and existing tools to improve functionality, accessibility, and overall user experience.

- Refinement and Launch: *June 2026-July 2026*
    - Finalize User Experience and Website Design: Refine website mockups, user workflows, platform navigation, and finalize the Career Quiz and website domain.
    - Create Engagement and Storytelling Features: Develop templates for success stories and regional workforce spotlight pages to showcase career pathways and workforce impact.
    - Test, Launch, and Plan for Future Enhancements: Conduct internal reviews and usability testing, prepare for pilot launch and stakeholder demonstrations, and identify features for future development phases beyond the initial launch.

The Inland Empire Energy Careers Explorer will launch by the end of July 2026 with the components identified below (component drafts can be found in Attachment 1). Additionally, the Career Explorer will work toward making direct connections with regional workforce resources and celebrate the successes that are made through this platform and I-REN workforce programs.

Inland Empire Energy Career Explorer Components:

1. Career Quiz

The Career Explorer features an interactive quiz where users can answer five simple questions to identify energy sector careers that align with their interests and priorities. The quiz helps users explore energy-sector careers and ensure the opportunities they see align with their interests and needs.

2. Career Profiles

The platform currently features 30 career profiles and is organized into six focus areas outlined below, reflecting in-demand occupations identified through the I-REN Energy Workforce Gaps Assessment and projected growth associated with emerging technologies.

1. Construction & Building Systems
2. Energy & Utilities Infrastructure
3. Clean Energy & Sustainability
4. Manufacturing & Industrial Systems
5. Maintenance & Repair Operations
6. Engineering, Design, & Technology

Each career profile includes a description and summary tailored to the energy sector. This illustrates to users how occupations connect across industries. For example, welders work with emerging technologies such as wind turbines / solar panels, and engineers may work on battery storage infrastructure.

- Career level classifications (entry, mid, and senior) are included to help users identify roles relevant to their experience. Whether a user is looking for an entry-level career, or someone looking to discover new opportunities by gaining or using their existing skills (e.g., incumbent workers).
- Work modality (in-person, remote, or hybrid) and daily tasks are listed for each role to provide a general overview of the work involved in each career. This allows users to make informed considerations based on the work each role typically does.
- Industries: The Energy Sector encompasses many industries and careers. The Career Explorer categorizes careers into key industries identified in the Energy Workforce Gaps Assessment and local labor market data reports to help users navigate career opportunities within the following fields:

    - Construction & Building Systems; Energy, Utilities, and Infrastructure; Clean Energy & Sustainability; Manufacturing & Industrial Systems; Maintenance, Repair and Operations; and Engineering, Design and Technology.

Career profiles include regional labor market information to help users understand employment opportunities and labor market demand trends. Information was gathered from websites such as O*NET (utilized by county workforce boards), Career One Stop, and the Center of Excellence. Data gathered from these external platforms is sourced from the U.S. Department of Labor and the Bureau of Labor Statistics.

The Inland Empire Energy Career Explorer showcases the most localized and region-specific data available for careers in the Inland Empire. This specificity encourages users to leverage existing resources within their region and find opportunities accessible to them.

In many cases, emerging careers lacked regional data, so state-wide data were used in their place. If an emerging career lacked information (summary, tasks, and/or skills), I-REN created its profile using the skill and role descriptions from other closely related occupations. For typical education and training requirements, I-REN listed both minimum (often high school diploma / GED) and preferred qualifications. Requirements vary by career level, with preferred qualifications noted because employers and training advisors commonly seek them due to rising applicant competitiveness. I-REN selected five to seven skills required to perform well in the role. This helps users assess their existing strengths, identify skill gaps, and explore areas for future professional development. Related occupations are listed to help users find associated careers among our existing career profiles and explore similar occupations for lateral or upskilling pathways.

3. Training Pathways

Training programs and resources for each career begin with the Standard Occupational Classification (SOC) code (or related career's SOC) to help users find additional opportunities on other platforms. One of the largest components of the Career Explorer is its listing of regional training resources, which includes local community colleges, universities, unions, private institutions, and non-profits in Riverside and San Bernardino Counties to offer specific training opportunities for the career under consideration.

A future goal would be to establish a more direct connection between users and training opportunities. Users can explore on their own or use I-REN's partnership with County Workforce Boards to training providers and access additional supportive resources and direct connections.

4. Employment Pathways

The Job Board and Employers Section provides users with additional resources and keywords to search for employment opportunities across external job boards and search engines. The Career Explorer also provides general descriptive terms to describe employers (e.g., renewable energy company), rather than listing specific businesses, to maintain neutrality among potential employers in the Inland Empire.

5. Regional Landscape

The Career Explorer includes featured projects showcasing regional energy initiatives, emphasizing the careers involved in constructing the facilities and the roles essential to ongoing maintenance and operations.

6. Featured Careers

Below is a full list of the 30 career profiles available on the platform at launch. The platform will be updated to include additional career profiles and its information will be kept up to date to align with the current regional landscape.

- Construction & Building Systems
    - Electricians
    - Plumbers, Pipefitters, Steamfitters
    - Carpenters, Roofers, Ironworkers
    - Construction Laborers
    - Construction Inspection

- Energy, Utilities, and Infrastructure
  - Water & Wastewater Technology
  - Hydroelectric Plant Operators
  - Energy Grid Specialists
  - Energy Systems Analysts
  - Battery Engineers and Technicians
  - Charging infrastructure specialist
  - Powerline Installer

- Clean Energy & Sustainability
  - Solar PV Installers
  - Wind Turbine Technicians
  - Energy Auditors
  - Sustainability/LEED Specialists
  - Green Building Designers

- Manufacturing & Industrial Systems
  - Welding
  - Manufacturing & Machining
  - Mechatronics/Electro-Mechanical Technology
  - Electronics / Electrical Technology
  - Industrial Machinery Mechanics

- Maintenance, Repair, and Operations
  - HVAC Technicians
  - EV Automotive Technicians
  - Substation Technician/Electronics Repairers
  - Maintenance Mechanical Repairers

- Engineering, Design, and Technology
  - Electrical Engineers
  - Engineering Technicians
  - Surveying & Mapping Technicians
  - Computer Systems Analysts

Prior Action(s):

None.

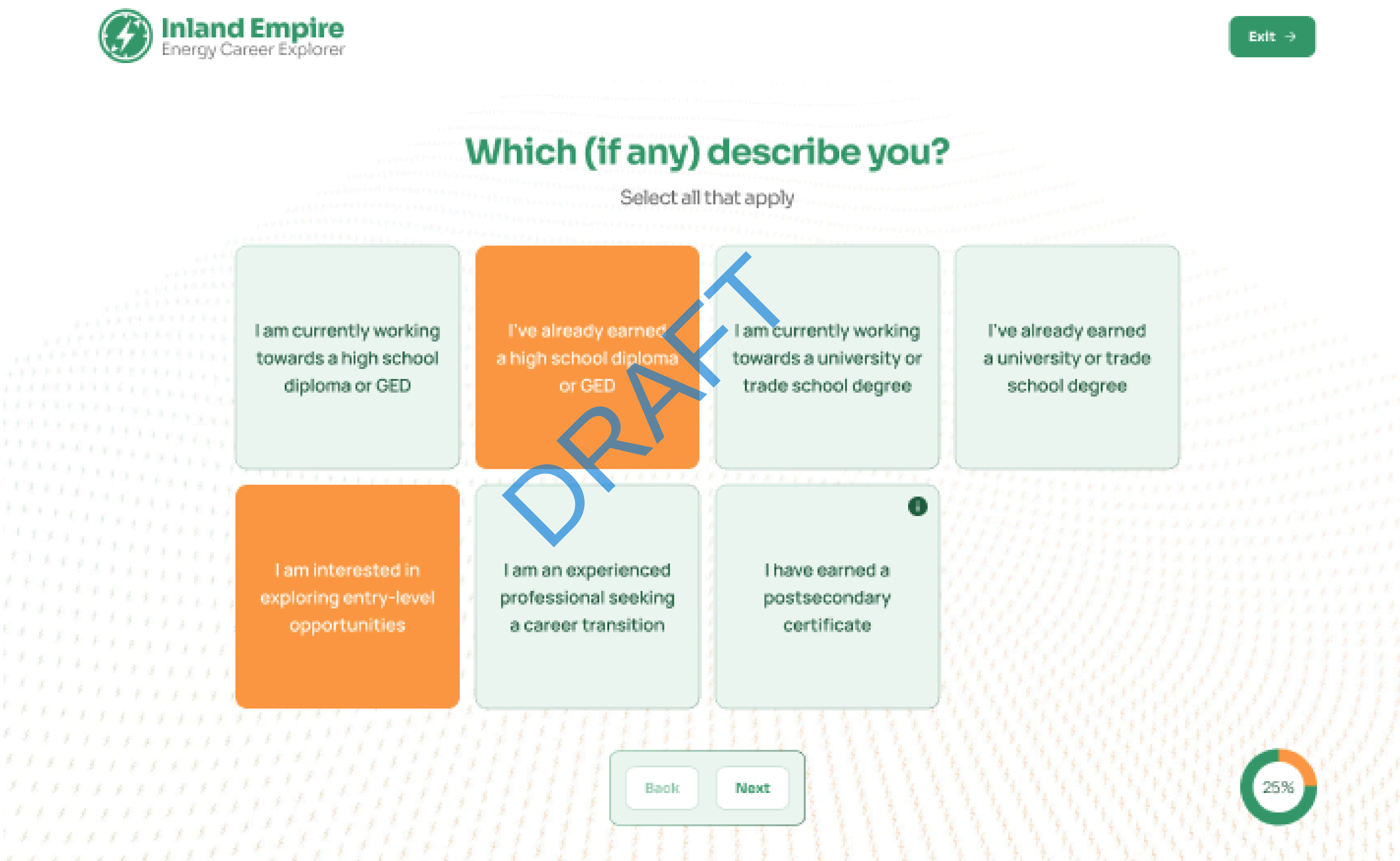
Financial Summary:

Activities related to this item are included in the approved WRCOG Fiscal Year 2026/2027 budget under the I-REN Fund (180).

Attachment(s):

Attachment 1 - Draft Career Explorer web page photos.pdf

Career Quiz


Inland Empire
Energy Career Explorer
Exit
Which (if any) describe you?
Select all that apply
I am currently working towards a high school diploma or GED
I've already earned a high school diploma or GED
I am currently working towards a university or trade school degree
I've already earned a university or trade school degree
I am interested in exploring entry-level opportunities
I am an experienced professional seeking a career transition
I have earned a postsecondary certificate
Back
Next
25%

Career Profile

Inland Empire
Energy Career Explorer

Career Explorer | Career Profiles | Trainings | Opportunities in the Inland Empire | About I-REN

Powerline Installer

Electrical power-line installers and repairers install and repair cables, wires, and hardware used in electrical power distribution and transmission systems. They work on poles and towers to maintain and restore electrical service.

Career Snapshot:

- $68,970-$159,310 per year*
- Entry to Senior
- Skilled Trades

*Salary range is an estimate and may vary depending on experience, education, and location

Read (James Smith's) Powerline Installer Story

Read Story

DRAFT

The Path to Becoming a Powerline Installer

Step 1

Earn a high school diploma or GED

Resources:

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua.

Step 2

Earn a postsecondary certificate

Required training:

Standards Occupational Classifications (SOC) code

Training Programs and Resources:

Summit College - San Bernardino I-REN Partner Resource

UEI College-Riverside - Riverside, Ontario

San Joaquin Valley College - Ontario, Temecula, Hesperia, Rancho, Mirage

CET-Colton - Colton I-REN Partner Resource

Norco College - Norco

InterCoast Colleges - Riverside, California

All Careers

What are you looking for?

Filter by Salary:

$0 – $200,000+

Filter by Industry:

- ☐ Construction & Building Systems
- ☐ Energy, Utilities, & Infrastructure
- ☐ Clean Energy & Sustainability
- ☐ Manufacturing & Industrial Systems
- ☐ Maintenance, Repair & Operation
- ☐ Engineering, Design & Technology

Filter by Career Level:

- ☐ Entry-level
- ☐ Mid-level
- ☐ Senior-level

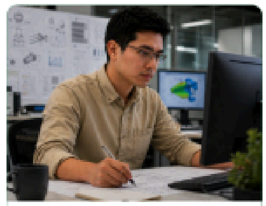
Filter by Work Modality:

- ☐ In-office
- ☐ On-site field work
- ☐ Remote

Job title

$70,000 – $120,000
Mid-level
Construction & Building Systems

View Full Career Profile



Job title

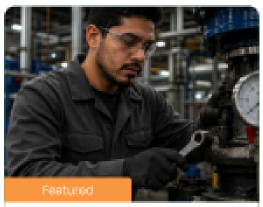
$70,000 – $120,000
Senior-level
Engineering, Design & Technology

View Full Career Profile

Job title

$70,000 – $120,000
Mid-level
Clean Energy & Sustainability

View Full Career Profile



Job title

$70,000 – $120,000
Entry-level
Maintenance, Repair & Operation

View Full Career Profile

Job title

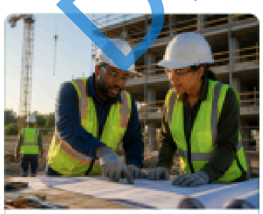
$70,000 – $120,000
Mid-level
Energy, Utilities, & Infrastructure

View Full Career Profile

Job title

$70,000 – $120,000
Entry-level
Manufacturing & Industrial Systems

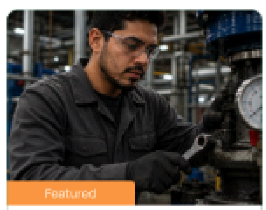
View Full Career Profile



Job title

$70,000 – $120,000
Mid-level
Construction & Building Systems

View Full Career Profile



Job title

$70,000 – $120,000
Entry-level
Maintenance, Repair & Operation

View Full Career Profile

Job title

$70,000 – $120,000
Mid-level
Energy, Utilities, & Infrastructure

View Full Career Profile

All Trainings

Narrow Your Search by Location and Career Path

Filter by Location:

- ☐ Blythe
- ☐ Norco
- ☐ Ontario

Show 5 more

Filter by Career:

Clean Energy & Sustainability (5)

- ☐ Energy Auditors
- ☐ Green Building Designers
- ☐ Solar Photovoltaic Installer/ Solar Technician

Show 2 more

Construction & Building Systems (5)

- ☐ Carpenters, Roofers, Ironworkers
- ☐ Construction Inspection
- ☐ Construction Laborers

Show 2 more

Energy, Utilities, & Infrastructure (7)

- ☐ Battery Engineers & Technicians
- ☐ Charging Infrastructure Specialist
- ☐ Energy Grid Specialists

Show 4 more

Engineering, Design, & Technology (4)

- ☐ Computer Systems Analysts
- ☐ Electrical Engineer
- ☐ Engineering Technicians

Show 1 more

Maintenance, Repair, & Operations (4)

- ☐ EV Technicians
- ☐ HVAC Installers
- ☐ Maintenance Mechanical Repairers

Show 1 more

Manufacturing & Industrial Systems (5)

- ☐ Electronics/Electrical Technology

I-REN Partner Resource

Copper Mountain College

Joshua Tree, CA 92252

- Construction Laborers: SOC 47-2061
- Architects SOC: 17-1011.00
- Maintenance and Repair Workers, General: SOC 49-9071

San Bernardino Valley College

San Bernardino, CA 92410

- Electrical and Electronics Repairers, Powerhouse, Substation, and Relay: SOC 49-2095
- Hydroelectric Plant Technicians: SOC 51-8013.04
- Architects SOC code: 17-1011.00
- Energy Engineers SOC 17-2199.03
- Fuel Cell Engineers: SOC 17-2141.01
- Electric Motor, Power Tool and Related Repairers 49-2092.00

I-REN Partner Resource

Victor Valley College

Victorville, CA 92395

- Energy Engineers SOC 17-2199.03
- Fuel Cell Engineers: SOC 17-2141.01
- Electric Motor, Power Tool and Related Repairers 49-2092.00
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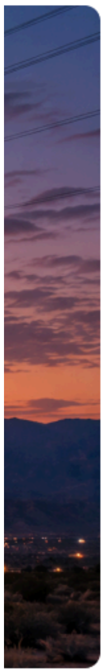
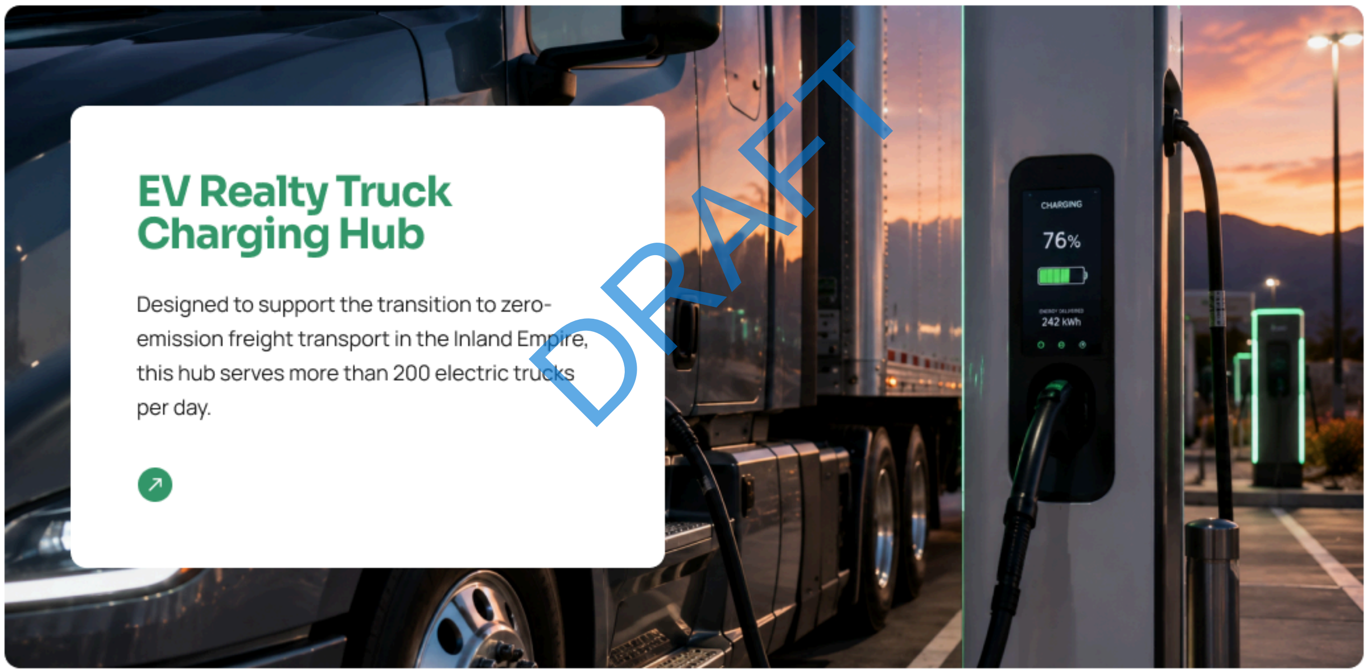
San Bernardino Valley College

San Bernardino, CA 92410

Featured Projects

Explore the projects shaping the Inland region's energy future.





EV Realty Truck Charging Hub

Designed to support the transition to zero-emission freight transport in the Inland Empire, this hub serves more than 200 electric trucks per day.

Oberon Sol
Storage Pro

This utility-scale solar ar
project generates enoug
207,000 homes annually.
it supported more than