Inland Regional Energy Network
I-REN Executive Committee

AGENDA

Tuesday, July 15, 2025
2:00 PM

WRCOG
3390 University Avenue, Suite 200
Riverside, CA 92501

Remote Meeting Locations:

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

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307

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: 886 4326 1379
Passcode: 585575
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) 405-6702. 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 3390 University Avenue, Suite 200, Riverside, CA, 92501.

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 jleonard@wrcog.us.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Janis Leonard at least 72 hours prior to the meeting at (951) 405-6702 or jleonard@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 (Oscar Ortiz, 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 2025/2026

A. Selection of I-REN Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2025/2026

Requested Action(s):

1. Select leadership positions of Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2025/2026.

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 May 20, 2025, I-REN Executive Committee Meeting

Requested Action(s):

1. Approve the Action Minutes from the May, 20, 2025, I-REN Executive Committee meeting.

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. Approval of an Agreement between WRCOG and the Inland Empire Community Foundation to Administer the California Energy Commission Equitable Building Decarbonization Program

Requested Action(s):

1. Recommend that the WRCOG Executive Committee authorize the 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.

B. Third-Party Commercial and Industrial Coordination Update

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

C. I-REN Regulatory and Reporting Update

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

8. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR
Oscar Ortiz, CVAG

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, August 19, 2025, at 2:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, 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 2025/2026**

Contact: **Casey Dailey, WRCOG Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720**

Date: **July 15, 2025**

Recommended Action(s):

1. Select leadership positions of Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2025/2026.

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 2025/2026.

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 CVAG member Oscar Ortiz from the City of Indio, the Vice-Chair is SBCOG member Art Bishop from the Town of Apple Valley, and the 2nd Vice-Chair is vacant due to a change in WRCOG representation. The current leadership was appointed July 16, 2024.

Prior Action(s):

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 2025/2026 Agency Budget under the Energy and Environmental Department (Fund 180).

Attachment(s):

None.

I-REN Executive Committee

Action Minutes

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1. CALL TO ORDER

The meeting of the I-REN Executive Committee was called to order by Chair Oscar Ortiz at 2:00 p.m. on May 20, 2025, at WRCOG's office.

2. PLEDGE OF ALLEGIANCE

CVAG staff Jacob Alvarez led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

CVAG
- City of Indio - Oscar Ortiz (Chair)

SBCOG
- City of Grand Terrace - Bill Hussey
- County of San Bernardino - Curt Hagman*
- Town of Apple Valley - Art Bishop (Vice-Chair)

*Arrived after Roll Call

Absent:

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

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

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

A. Action Minutes from the April 15, 2025, I-REN Executive Committee Meeting

Action:
1. Approved the Action Minutes from the April 15, 2025, I-REN Executive Committee meeting.

B. Second Amendment to Professional Services Agreement with EcoHero for School Outreach Presentations

Action:
1. Recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute a Second Amendment to the Professional Services Agreement between WRCOG and EcoHero for School Outreach Presentations in an amount not-to-exceed $90,000, for a term through December 31, 2027.

6. REPORTS / DISCUSSION

A. I-REN Energy Science Fair Award Winners

Action:
1. Received and filed.

B. Memorandums of Understanding with Riverside County and San Bernardino County for I-REN's Workforce Education & Training Program

RESULT:	**APPROVED AS RECCOMMENDED**
MOVER:	Hagman
SECONDER:	Hussey
AYES:	Ortiz, Hussey, Hagman, Bishop

Action:
1. Recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute Memorandums of Understanding with Riverside County and San Bernardino County separately for further development of the I-REN Workforce Education & Training Program in an amount not-to-exceed $1,500,000 per County for a term through December 31, 2027.

C. Approval of Fiscal Year 2025/2026 Agency Budget

RESULT:	**APPROVED AS RECCOMMENDED**
MOVER:	Hagman
SECONDER:	Bishop
AYES:	Ortiz, Hussey, Hagman, Bishop

Action:
1. Approved the Fiscal Year 2025/2026 Agency budget.

D. California Public Utilities Commission Application Process for Funding for Program Years 2028 - 2035

RESULT:	**APPROVED AS RECCOMMENDED**

MOVER:	Hagman
SECODER:	Hussey
AYES:	Ortiz, Hussey, Hagman, Bishop

Actions:
1. Authorized submittal of the I-REN 2028-2035 Business Plan for programs and services related to the Public, Workforce Education & Training, and Codes & Standards Sectors.
2. Directed I-REN staff to establish better relationships and coordination with existing Energy Efficiency Programs offering services in the Commercial, Residential, and Industrial Sectors, to bring additional resources, programs and services to the communities of the Inland Empire.

E. I-REN Energy Fellowship Status Update

Action:
1. Received and filed.

7. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Ortiz had nothing to report.

8. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

9. GENERAL ANNOUNCEMENTS

WRCOG's Director of Energy & Environment, Casey Dailey, reminded Committee members about WRCOG's annual General Assembly on Thursday, June 12, 2025, being held at Pachanga Resort & Casino in Temecula.

10. NEXT MEETING

The next I-REN Executive Committee meeting is scheduled for Tuesday, July 15, 2025, at 2:00 p.m., in WRCOG's office located at 3390 University Avenue, Suite 200, Riverside.

11. ADJOURNMENT

The meeting was adjourned at 3:00 p.m.

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **Approval of an Agreement between WRCOG and the Inland Empire Community Foundation to Administer the California Energy Commission Equitable Building Decarbonization Program**

Contact: **Casey Dailey, WRCOG Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720**

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

Date: **July 15, 2025**

Recommended Action(s):

1. Recommend that the WRCOG Executive Committee authorize the 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.

Summary:

In 2024, the California Energy Commission awarded $329M to the Southern California Equitable Building Decarbonization Coalition to launch a Direct Install Program for residential decarbonization in southern California, with I-REN receiving $1.35M to support outreach in Riverside and San Bernardino Counties. I-REN staff recommends partnering with the Inland Empire Community Foundation (IECF) to distribute up to $1.14M to local, community-based organizations for marketing, education, and outreach activities, including events, culturally tailored materials, and direct engagement. Staff seeks authorization to execute an agreement with IECF to implement the program in the I-REN region.

Discussion:

Background

In 2024, the California Energy Commission (CEC) awarded a proposed $329M 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 community-based organizations (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 San Bernardino and Riverside Counties. Of the $329M, I-REN will receive approximately $1.35M.

The CEC, SoCal EBD Coalition members, and stakeholders have been working collaboratively to prepare all necessary agreements, hoping to launch program activities in the second quarter of 2025, with residential project installations beginning by mid-2025.

An item on the CEC EBD Program was brought to the I-REN Executive Committee on October 15, 2024, and gained authorization for the Executive Director to execute a Memorandum of Understanding (MOU) between WRCOG and Los Angeles County to provide administrative services for the CEC EBD Program, Southern Region.

Present Situation

After receiving authorization in October to execute a MOU with Los Angeles County, and in preparation of the launch of the CEC EBD Program, I-REN staff released a RFQ in February 2025, for 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. I-REN staff found IECF was uniquely positioned to best support I-REN due to IECF's existing bench of CBOs, and due to IECF's expertise in administering grant programs similar to the EBD grant program. Of I-REN's $1.35M portion for this program, IECF will receive up to $1.14M to distribute to up to 10 CBOs. Each CBO will receive up to $95k for their assistance with marketing and outreach in their respective fields, the remaining amount used for administrative services.

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 Marketing, Education, and Outreach support being sought through the Program in the region. The Scope of Work may include the following elements:

- Support the Program Administrator with description of the target audience, geographic area, and communication channels for outreach and engagement specific to the community being reached.
- Support 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:

- Plan and attend community events, such as workshops, webinars, fairs, or festivals, to promote the Program and its benefits, and to recruit eligible participants.
- Follow 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.
- Direct questions to the Decarb Concierge, a dedicated staff person who can help participants navigate the Program and connect them with contractors and other resources.
- Participate 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 community-based organizations 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.

The recommendation for this Committee is to recommend that the WRCOG Executive Committee authorize the 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.

Prior Action(s):

None.

Financial Summary:

Activities related to this item are included in the WRCOG Fiscal Year 2025/2026 Agency Budget under the I-REN Fund (Fund 180).

Attachment(s):

Attachment 1 - PSA between WRCOG and IECF

Attachment

Professional Services Agreement
between

Inland Empire Community
Foundation and WRCOG

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 XXXX-XX-XXXX-XXX, 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 of final 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.

3.5.4.1Recovery 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.

3.5.4.2Fraud 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 Dailey

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 Equal 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

Michelle Decker

By: Michelle Decker

Title: President/CEO

ATTEST:

By: Bhyah

Its: Chief Financial Officer

DRAFT

*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.B

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **Third-Party Commercial and Industrial Coordination Update**

Contact: **Jennifer Aguilar, SBCOG Program Manager, jaguilar@gosbcta.com, (909) 884-8276**

Date: **July 15, 2025**

Recommended Action(s):

1. Receive and file.

Summary:

The purpose of this item is to provide an update on efforts to coordinate with third-party commercial and industrial energy efficiency programs in Riverside and San Bernardino Counties. In response to the 2028–2032 I-REN Business Plan discussions, staff have identified several underutilized programs that align with I-REN's goals and could bring funding and resources into the region. Third-party coordination will be an ongoing focus as I-REN works to support all sectors through outreach, education, and strategic partnerships.

Discussion:

Background

In May 2025, after initial discussions regarding the 2028-2032 I-REN Business Plan, the Executive Committee requested that staff research and begin to reach out to third party commercial and industrial energy efficiency advocates within the Riverside and San Bernardino region. Staff has met with one group and has reached out to others to begin working in conjunction to share both resources and information which can benefit organizations within I-REN territory. Staff's research uncovered a number of statewide and regional entities that provide support for these sectors which are actively pursuing similar goals as I-REN. One such organization is Cascade Energy, which provides support for corporations of various sizes that is highly similar to that of the I-REN Public Sector. Cascade Energy provides energy monitoring, metering, and management through identifying projects that deliver the best return on investment. Their energy efficiency program supports the identification, implementation, and measurement of energy efficiency savings and then helps organizations maximize their financial incentives through the exploration of funding opportunities. Cascade Energy also offers assistance with emissions baseline measurements, decarbonization, and water management systems. Their programs complement I-REN and allow for commercial and industrial corporations to receive support for any of their energy efficiency needs. Staff have met with Cascade Energy and will continue to meet to find the best avenues for promoting these opportunities to the appropriate entities within the I-REN territory. Cascade Energy is currently working on a plan to engage with corporations through a referral basis using

I-REN's connections until further outreach and marketing techniques can be implemented.

California Energy Design Assistance (CEDA) is also available for commercial, industrial, agriculture, and high-rise multi-family projects within southern California. Any entity within I-REN's territory would qualify for the program offerings through CEDA. The limitations for this program would be the stage of the project and the number of alterations being made. CEDA requires that the interested party reach out early in the design phase and that the project be either new construction or a major alteration. If the project is utilizing other rebates or incentives, it might not be eligible for this program. This program is administered by Willdan, which also runs another program than can be of benefit to the I-REN territory.

The Commercial Energy Efficiency Program (CEEP) is the third program that provides financial incentives for energy efficiency and electrification projects within the Southern California Edison (SCE) territory and is also administered by Willdan. This program focuses specifically on rebate options for installation of energy efficient devices or projects and is very similar to that of the Cash for Kilowatts program administered by I-REN. Both the CEDA and CEEP programs can be utilized by commercial and industrial organizations within the I-REN territory. Staff have reached out to Willdan to engage in a conversation about collaborating on marketing and the necessary resources required to ensure that those entities that qualify for these programs have the appropriate information within the Inland Empire specifically.

California Foodservice Instant Rebates also provides rebates specifically for energy efficient foodservice equipment within southern California. Many common makes and models of commercial foodservice equipment qualify for the rebate program and businesses within I-REN's territory would be eligible for these rebates as long as they have a Southern California Gas, Pacific Gas & Electric, SCE, or San Diego Gas & Electric utility account. This program is more specific, but it also serves a community within the Inland Empire that could greatly benefit from the funds that are already set aside and available.

Current Situation

Each of these programs represent a resource that is available to qualifying customers within the I-REN region that are not being fully utilized. By working with each of these programs and providing additional support for outreach and marketing, staff can further the reach of the programs as well as encourage the funds to be brought back into the Inland Empire to support energy efficiency. As the I-REN Fellowship Program begins its third cycle, there is an opportunity to switch gears and move from outreach for that program to outreach for commercial and industrial efforts through exhibitor events, community events, and business sector events. Staff are engaging with all four of these programs to gain access to not only their materials, but any additional resources that might be available to ensure that those who qualify for these offerings are given that information.

I-REN intends to use these four programs as a starting point to provide energy efficiency support for the commercial and industrial sector within Riverside and San Bernardino Counties. As other programs are discovered and additional support is gained for these sectors, I-REN is planning to be the energy hub for all sectors within the region. Customers of any kind will be able to reach out to I-REN and gain access to the energy efficiency opportunities that are available. The exact tangible efforts of this goal are still being discussed, but there are options from websites, marketing, engagement, and even I-REN-specific database support. Third party relationships will be a continuing project for staff as I-REN continues to find ways to fill the gaps within the region and support the needs of all potential sectors through education, awareness, and engagement.

Prior Action(s):

None.

Financial Summary:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

None.

Item 7.C

Inland Regional Energy Network
I-REN Executive Committee

Staff Report

Subject: **I-REN Regulatory and Reporting Update**

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

Date: **July 15, 2025**

Recommended Action(s):

1. Receive and file.

Summary:

This is a semi-annual regulatory and legislative report on activities that I-REN is a party to and frequently provides comments on. As part of I-REN's responsibility as a Program Administrator and required by the California Public Utilities Commission (CPUC), I-REN must be an active participant in providing comments to various regulatory proceedings.

Discussion:

Background

As presented to the Executive Committee at its March 21, 2023, meeting, WRCOG, on behalf of I-REN, is party to several relevant CPUC proceedings, as required by the CPUC when it approved I-REN's Business Plan in November 2021. In these proceedings, I-REN provides feedback to the CPUC on the matters under consideration in the proceeding and serves as a voice for the member agencies and stakeholders in I-REN's region. In addition, I-REN staff monitors CPUC and California Energy Commission proceedings that I-REN is not a party to but that could affect I-REN. Finally, I-REN is required to provide periodic reporting to the CPUC.

Present Situation

Attachment 1 to this Staff Report provides an overview of I-REN's regulatory proceedings, summarizing the proceedings to which WRCOG, on behalf of I-REN, is a party, as well as the proceedings that I-REN is monitoring. The table in the second attachment to this Staff Report illustrates the various reports that I-REN must file with the CPUC throughout the year.

Prior Action(s):

October 15, 2024: The I-REN Executive Committee received and filed.

March 21, 2023: The I-REN Executive Committee authorized WRCOG, on behalf of I-REN, to provide comments on CPUC proceedings that I-REN is a party to, when the required deadline to provide comments does not allow sufficient time for presentation to the IREN Executive Committee, and report the comments at the next meeting of the I-REN Executive Committee.

Financial Summary:

All costs associated with the development of an I-REN Energy-Efficiency Program are included in WRCOG's adopted Fiscal Year 2025/2026 Agency Budget under the Energy & Environmental Department.

Attachment(s):

Attachment 1 - I-REN Regulatory Proceedings Overview - July 2025
Attachment 2 - I-REN Required CPUC 2025 Reporting Timeline

Attachment

I-REN Regulatory Proceedings Overview - July 2025

I-REN Regulatory Proceedings Overview

I. Proceedings to Which WRCOG on Behalf of I-REN Is a Party

A. California Public Utilities Commission (CPUC or Commission) Energy Efficiency Proceeding, April 2025-(Ongoing)

1. Proceeding Overview

   This is a new proceeding opened on April 24, 2025 in the Order Instituting Rulemaking for Oversight of Energy Efficiency Portfolios, Policies, Programs, and Evaluation. This Order Instituting Rulemaking is established as the forum for regulatory issues related to the ongoing oversight and administration of energy efficiency programs by the Commission. This will be the primary venue for all issues relating to the energy efficiency (EE) policies, programs, and evaluation efforts for oversight of the portfolio administrators conducting and implementing energy efficiency programs under the Commission's jurisdiction. This includes how Inland Regional Energy Network (I-REN) and other RENs are funded and evaluated.

   This rulemaking is the successor proceeding to Rulemaking 13-11-005, which was closed in January 2025.

2. Key I-REN Issues

   - Carry-over from previous EE proceeding:
     - I-REN has championed the concept of an Inland REN made up of local governments to help expand equity and energy efficiency in the region, and the important role of local government program administrators.
     - The Inland Empire region faces significant challenges, with vast territory and demographics that I-REN's geography represents, and large tracts of disadvantaged communities and income levels that are significantly below the statewide average.
     - I-REN shares the CPUC's urgency regarding the need to focus on disadvantaged and underserved populations.
     - Access to customer data is a crucial component of successful program implementation, and therefore I-REN supports data sharing between IOUs and RENs and their agents.

   - New issues for 2025 and beyond:
     - Preserve ratepayer funding for RENs and for EE generally. EE should continue to be ratepayer-funded through the PPP charge. RENs were created to bring PPP-funded investments back to underserved/unserved communities. State/federal funding uncertainty is not conducive to expanding equitable access to EE or fostering sustainable growth in EE markets.

- Expand the EE definition to include other distributed energy resources (DERs)/storage/resiliency measures. Equity communities in the Inland Empire need support accessing comprehensive resiliency solutions. The grid of the future demands more flexibility and less siloes.
- The cost-effectiveness framework needs improvement to be more equitable and inclusive of people and EE/DER solutions. The benefits of RENs and equity + market support activities continue to be undervalued, and costs borne by equity communities go unrecognized under the current cost-effectiveness framework. RENs were created because the current cost-effectiveness framework and requirements have resulted in communities paying into but not benefiting from EE. Need to push for continued evolution of cost-effectiveness framework to be more equitable and inclusive of people and solutions

3. Key Decisions

- R.25-04-010 Order Instituting Rulemaking (April 29, 2025) – Order Instituting Rulemaking for Oversight of Energy Efficiency Portfolios, Policies, Programs, and Evaluation. This Order Instituting Rulemaking is established as the forum for regulatory issues related to the ongoing oversight and administration of energy efficiency programs by the Commission. This rulemaking is the successor proceeding to Rulemaking 13-11-005, which was closed in January 2025. I-REN filed opening and reply comments jointly with other RENs.
- Chief Administrative Law Judge's Ruling Inviting Comments On Draft Potential And Goals Study For 2026 And Beyond (May 1, 2025) - Provides notice of a draft 2025 Potential and Goals Study that will inform the Commission's adoption of energy efficiency goals for 2026 and beyond. Parties are invited to file and serve comments on the draft 2025 study, and responses to the questions included in this ruling. Comments must be filed and served no later than May 19, 2025, and reply comments must be filed and served no later than May 26, 2025. I-REN chose not to comment on this Ruling.
- Administrative Law Judge's Ruling Setting Prehearing Conference (June 3, 2025) - This ruling sets a prehearing conference (PHC) in this proceeding for June 17, 2025 commencing at 1:30 p.m. Pacific Time, to determine the scope and schedule for the proceeding. I-REN spoke at the PHC.
- Administrative Law Judge's Ruling Providing Notice And Opportunity To Comment On Updated Potential And Goals Study Results (June 9, 2025) - This ruling provides notice and opportunity to comment on updated results for the draft 2025 Energy Efficiency Potential and Goals Study (draft study). The updated results will be available on the Commission's 2025 Potential and Goals study webpage by the end of Tuesday, June 10, 2025. Comments may be filed no later than June

16, 2025. Reply comments will not be accepted. I-REN did not file comments on this Ruling.

4. Status Update

- May 19, 2025 – WRCOG on behalf of I-REN filed opening comments jointly with fellow RENs (Tri-County Regional Energy the Association of Bay Area Governments, for the Bay Area Regional Energy Network (BayREN), the County of Ventura, for the Tri-County Regional Energy Network (3C-REN) Program, the County of San Luis Obispo, for the Central California Rural Regional Energy Network (CCR REN), the Redwood Coast Energy Authority (RCEA) on behalf of the Northern California Rural Regional Energy Network (NREN), and San Diego Community Power, for the San Diego Regional Energy Network (SDREN). Comments included a wide range of REN- and equity-focused topics, including the I-REN issues named above.
- May 29, 2025 - WRCOG on behalf of I-REN filed reply comments jointly with fellow RENs 3C-REN and BayREN, in response to parties' opening comments on a variety of topics, e.g., cost-effectiveness, coordination of PAs to avoid program duplication, etc.
- June 17, 2025 – WRCOG on behalf of I-REN spoke at the Prehearing Conference on issues listed above, as well as categorization of the proceeding (ratesetting) and need for hearings (no need).

5. Upcoming Filings / Decisions / Meetings

- Late June/early July 2025 – Scoping Memo forthcoming with detailed scope and schedule for proceeding

B. CPUC Integrated Distributed Energy Resources Proceeding (R.22-11-013)

1. Proceeding Overview

The CPUC opened this rulemaking to achieve consistency of cost effectiveness assessments, improve data collection and use, and consider equipment performance standards for Distributed Energy Resource (DER) customer programs. This rulemaking serves as a procedural framework for advancing the vision articulated in the customer programs track of the DER Action Plan recently adopted by the CPUC.

2. Key I-REN Issues

- Whether to adopt the Societal Cost Test (SCT) and submitting input on the questions outlined in the Administrative Law Judge ruling issued on February 13, 2023, referred to below.
- Continuing to improve the DER cost-effectiveness process.

- Taking part in the Data Working Group (DWG) activities as described in Track Two of this proceeding, including recommending goals and objectives for expanded use of available data; developing recommendations regarding data sharing, access, and use; developing recommendations regarding data collection and reporting tools; and developing recommendations for data collection in support of equity programs.

3. Key Decisions

- Order Instituting Rulemaking (November 23, 2022) – Sets forth the issues, need for hearing, schedule, category, and other matters necessary to scope this proceeding.
- Administrative Law Judge's Ruling (February 13, 2023) – Seeks comments from parties on whether the CPUC should use an SCT or apply recent air quality research results when evaluating the cost effectiveness of DER.
- Assigned Commissioner's Scoping Memo and Ruling (May 31, 2023) – Sets forth the issues, need for hearing, schedule, category, and other matters necessary to scope this proceeding. This proceeding has two phases. Phase One focuses on issues related to cost-effectiveness of customer DER programs, and policies on improving data usage and access to help customers make informed decisions about adoption, evaluation, and utilization of DERs. There are two tracks in Phase One. Track One examines how to make cost-effectiveness assessments more accurate and consistent across DER programs. Track Two examines the rules and requirements to improve data access to facilitate adoption, evaluation, and utilization of DERs by customers and other entities and to improve DER integration with the grid. Phase Two focuses on developing equipment performance standards.
- Administrative Law Judge's Ruling (July 17, 2023) – Requests party comments on the draft scope of work for the consultant the CPUC intends to hire to facilitate, coordinate and manage the work of the Data Working Group, the scope of work for the DWG, and formation of the DWG (e.g., membership).
- Assigned Commissioner's Ruling (December 1, 2023) – Sets forth (1) the Scope of Work for the Consultant, (2) Scope of Work for the DWG, and (3) guidance for the formation of the DWG. The CPUC will hire a consultant to facilitate, coordinate and manage the work of the DWG, who will report to Energy Division staff and work under their direction and guidance. The work of the DWG should include providing actionable recommendations or solutions on the topics set out in the Ruling.
- D.23-11-087 Decision Authorizing an Additional $250,000 for the 2024 Avoided Cost Calculator Update and Future Avoided Cost Calculator Updates (December 8, 2023) - Authorizes an additional $250,000 in reimbursable funds for the 2024 Avoided Cost Calculator (ACC) update and thereafter an annual $350,000 in reimbursable funds for subsequent ACC updates. Even with the increase in authorized annual funding, only the actual expenses will be recorded and passed on to

ratepayers. Any unspent funds will be recorded and used for future ACC updates.

- [D.24-04-010 Decision Approving Funding For Transmission And Distribution Avoided Costs Study] (April 19, 2024) - Authorizes $1.5 million in reimbursable ratepayer funds for an avoided transmission and distribution (T&D) costs study. The primary purpose of this study is to examine how distributed energy resources can help California defer or avoid building more T&D infrastructure and how to accurately estimate these avoided T&D costs. The study results are anticipated to be incorporated into the 2026 Avoided Cost Calculator Update cycle to improve estimating avoided T&D costs.
- [D.24-05-057 Order Extending Statutory Deadline] (June 4, 2024) – Extends deadline in this proceeding to December 31, 2025.
- [D.24-07-015 Decision Adopting The Societal Cost Test] (July 15, 2024) - Adopts the Societal Cost Test (SCT) as an additional test for the Commission to consider when evaluating the cost-effectiveness of Distributed Energy Resources (DER) programs.
- [D.24-08-007 Decision Adopting Changes To The Avoided Cost Calculator] (August 12, 2024) - adopts the following significant updates to the ACC: (1) Uses the latest adopted system plan approved in the Integrated Resource Planning proceeding as the base model for the ACC; and (2) Adopts an integrated calculation approach which recognizes the interdependence and interactive effects between the generation capacity avoided costs and greenhouse gas avoided costs and models these costs in an integrated manner. Further, the decision adopts an alternative storage dispatch modelling approach to more accurately capture storage reliability value, and a refined method for calibrating and benchmarking strategic energy risk valuation prices.
- ALJ Ruling (April 29, 2025) - Presents parties' views about guidance principles for the avoided cost calculator (ACC) process. The ruling also presents proposed changes to the ACC process and budget for party input. I-REN submitted comments to this Ruling regarding its participation in the CPUC ACC Workshop on Equity Guiding Principles on April 10, 2025.

4. Status Update

- January 9, 2023 – Comments on the Order were filed by the parties, including BayREN, Tri-County Regional Energy Network (3C-REN) and various CCAs.
- February 16, 2023 – WRCOG on behalf of I-REN filed a Motion for Party Status.
- March 14, 2023 – WRCOG Motion for Party Status is granted.
- March 29, 2023 – Pre-hearing Conference. WRCOG on behalf of I-REN participated and gave the following testimony:
  - I-REN agrees that equity should be scoped broadly and considered across all phases and tracks.
  - I-REN is generally supportive of exploring the SCT at least on an informational basis as a possible way to better quantify and implement non-energy benefits.

- Of particular importance to I-REN are non-energy benefits such as family health and safety and comfort given the disproportionate impacts of climate change on I-REN territory.
- I-REN is reviewing the staff report and preparing to respond to the ALJ Ruling with additional thoughts and comments on this topic.

- April 27, 2023 – WRCOG on behalf of I-REN filed a response to the ALJ Ruling of February 13, 2023, and provided the following comments:
  - I-REN supports the adoption of an SCT for informational purposes. Having the SCT as an additional reference point will provide a more comprehensive view of the benefits and costs of DERs such as energy efficiency. The adopted SCT could be used for informational purposes across all DER proceedings and should retain flexibility to continue being iterated as new methodologies and new data sets become available.
  - I-REN believes that the methodology used in the Quantifying the Air Quality Impacts of Decarbonization and Distributed Energy Programs in California study is reasonable and accurate. The results of this study could provide valuable inputs to an SCT, particularly given its granular approach to modeling air quality impacts compared to the Air Quality Adder described in the SCT impact evaluation and should be considered when evaluating the cost-effectiveness of DER programs, particularly in the context of societal benefits that are not captured by current cost-effectiveness testing.
- August 11, 2023 – Comments on the ALJ Ruling of July 17, 2023, were filed by parties, including SoCalREN, BayREN and 3C-REN. SoCalREN noted that the RENs should be explicitly included among the list of the stakeholders participating in the Data Working Group. BayREN and 3C-REN in their joint comments noted that they will collaborate with other RENs to ensure REN representation in DWG cohort.
- June 13, 2024 – I-REN filed supportive comments regarding the Proposed Decision adopting the SCT.
- April 10, 2025 – I-REN presented at the ACC Guiding Principles workshop regarding the importance of incorporating equity in the ACC and that avoided costs/benefits should be location-based and people-centered.
- May 12, 2025 – I-REN filed comments on the April 29, 2025 Ruling regarding its participation in in ACC Guiding Principles workshop on April 10, 2025.

5. Upcoming Filings / Decisions / Meetings

- Proposed ACC Update Schedule per April 29, 2025 ALJ Ruling
  - February 2026 (estimated) PSP Finalized
  - April 2026 ACC Update Staff Proposal Published
  - Late April 2026 Opening Comments
  - Late April 2026 Reply Comments
  - Mid-May 2026 Party Briefs

- Early June 2026 Proposed Decision
- Late July or Early August 2026 Proposed Decision Adopted
- Early August 2026 Draft Resolution (with Draft Calculator included) published
- Mid-August Workshop on Draft ACC Calculator

C. CPUC Clean Energy Financing Options Proceeding (R. 20-08-022)

1. Proceeding Overview

   Provides a venue for investigating and designing mechanisms that can help customers finance all the energy investments (EE/DER/demand response) they might wish to make on their properties without artificial barriers, such as those caused by regulatory rules related to funding source. The CPUC proposes to build a cohesive and comprehensive strategy for helping customers finance energy improvements to their homes and buildings across various DERs.

2. Key I-REN Issues

   - This proceeding is an opportunity for I-REN to continue to stay involved with the financing options that are being discussed and align its programming with those options.
   - I-REN's portfolio includes commercial and financing programs. The issues in this proceeding touch on I-REN's role as a PA with a robust EE portfolio as well as a collaboration of local governments responsible for helping to meet state and local goals. The availability of financing options plays a critical role in the success of meeting these goals.

3. Key Decisions

   - Order Instituting Rulemaking (August 27, 2020) – Institutes this rulemaking to examine options to assist electricity and natural gas customers with investments in residential and commercial buildings and at industrial and agricultural sites designed to decrease energy use, reduce greenhouse gas (GHG) emissions, and/or produce clean energy to support customers' on-site needs.
   - Administrative Law Judges' Ruling (March 22, 2023) – Seeks additional comment regarding proposals from the IOUs to expand their non-residential on-bill financing (OBF) programs, to better assess the IOUs' proposals regarding the OBF programs.
   - Decision 23-08-026 (August 10, 2023) – Authorizes the expansion of the OBF programs administered by the IOUs for non-residential customers to support clean energy technologies beyond EE and approves the proposal of the California Alternative Energy and Advanced Transportation Financing Authority to expand the clean energy technologies eligible under the California Hub for Energy Efficiency Financing programs.

- [D.24-12-049 Order Extending Statutory Deadline.] (December 23, 2024) - Extends the statutory deadline in this proceeding to June30, 2025.
- [Administrative Law Judges Ruling Directing Parties To File Comments On Tariff On-Bill Proposals.] (April 16, 2025) SVCE shall notify the service list by April 22, 2025, with a request for the Commission to continue to consider its TOB proposal and have parties comment on it. Parties are directed to consider the attached independent evaluators assessment of the proposals; and submit comments responsive to the question below by May 14, 2025. No later than May 30, 2025, parties shall provide reply comments regarding the comments filed on May 14, 2025. No later than June 6, 2025, parties may request evidentiary hearing on contested issues, as appropriate.

4. Status Update

- March 11, 2021 – WRCOG filed a Motion for Party Status.
- March 12, 2021 – WRCOG Motion for Party Status is granted.

5. Upcoming Filings / Decisions / Meetings

None.

D. CPUC Building Decarbonization Proceeding (R.19-01-011)

1. Proceeding Overview

On January 31, 2019, pursuant to SB 1477, the CPUC initiated this rulemaking to support the decarbonization of buildings in California. The proceeding is designed to be inclusive of any alternatives that could lead to the reduction of greenhouse gas emissions associated with energy use in buildings [related]… to the State's goals of reducing economy-wide GHG emissions 40% below 1990 levels by 2030 and achieving carbon neutrality by 2045 or sooner.

2. Key I-REN Issues

- Ensure coordination of I-REN programs with state building decarbonization policies.
- Southern California Edison (SCE) is the contracting agent for the Technology and Equipment for Clean Heating (TECH) Initiative, and Frontier Energy, I-REN's Codes & Standards program implementer, is part of the TECH Initiative implementation team.

3. Key Decisions

- D.20-03-027 (March 26, 2020) – Established the TECH Initiative administered by the CPUC addressing space/water heating technologies and the Building Initiative for Low-Emissions Development (BUILD) Program administered by the California Energy Commission (CEC) addressing residential new construction electrification, with total budgets of $120 million and $80 million, respectively.
- D.21-11-002 (November 4, 2021) – This decision: (1) adopted certain principles for the application of incentives; (2) established a new Wildfire and Natural Disaster Resiliency Rebuild program; (3) provided guidance on data sharing; (4) directed the study of bill impacts and required utilities to propose rate adjustments in some cases; and (5) directed utilities to collect data on fuels used to power various appliances, including propane.
- D.22-09-026 (September 15, 2022) – Eliminated gas line extension allowances, refunds, and discounts regarding all new applications for gas line extensions submitted on or after July 1, 2023, for all customers in all customer classes.
- D.23-02-005 (February 2, 2023) – Authorizes the transfer of $50 million appropriated by AB 179 to fund the continued implementation of the TECH Initiative. The new funding became available in mid-April 2023.
- Assigned Commissioner's Amended Scoping Memo and Ruling (July 26, 2023) – Opens and sets forth the scope and schedule for Phase 3B of this proceeding to further fulfill the goals set out in R.19-01-011. In particular, Phase 3B will consider building decarbonization efforts regarding the reasonableness of modifying or ending electric line extension allowances, refunds, and discounts for "mixed-fuel" new construction (i.e., building projects that use gas and/or propane in addition to electricity). The ruling attaches a staff proposal regarding subsidies for electric line extensions in mixed-fuel new construction.
- D.23-12-037 (December 14, 2023) – Eliminates electric line extension subsidies for all mixed-fuel new construction (building projects that use gas and/or propane in addition to electricity) effective July 1, 2024. Additionally, the new rules adopted therein require all mixed-fuel new construction projects to use actual cost billing of an electric line extension rather than estimated cost billing effective January 1, 2025. To track the progress of the rule changes and to monitor savings from the elimination of electric line extension subsidies for mixed-fuel new construction, the Decision establishes an annual reporting requirement for California's three largest electric IOUs beginning May 1, 2024.

4. Status Update

- August 19, 2024 – I-REN filed reply comments Assigned Commissioners Amended Scoping Memo and Ruling and Administrative Law Judges Ruling (Phase 4A)
- August 7, 2024 – I-REN filed comments on Assigned Commissioners Amended Scoping Memo and Ruling and Administrative Law Judges Ruling (Phase 4A)

- August 7, 2024 – ALJ grants WRCOG Motion for Party Status
- July 17, 2024 – WRCOG on behalf of I-REN filed Motion for Party Status
- D.23-02-030 (February 23, 2023) – Extends the statutory deadline in this proceeding until January 31, 2024.

5. Upcoming Filings / Decisions / Meetings

- Phase 4 Track A Proposed Decision Establishing New Electric Service Line Upsizing Rules, Modifying Electric Line Extension Rules And Reporting Requirements, And Implementing Assembly Bill 157. Opening Comments, which shall not exceed 15 pages, are due on April 15, 2025. Reply Comments, which shall not exceed 5 pages are due 5 days after the last day for filing Opening Comments.

II. Proceedings That I-REN Is Monitoring

A. San Diego Gas & Electric Company (SDG&E), Application of San Diego Gas & Electric Company (U 902 M) to Revise its 2024- 2031 Energy Efficiency Rolling Portfolio Business Plan (A.25-04-014)

1. Proceeding Overview

On April 25, 2025 SDG&E filed an off-cycle Business Plan Application to withdraw from administering local and regional energy efficiency programs. Application available here:

https://www.sdge.com/rates-and-regulations/proceedings/Application-to-Revise-2024-2031-Energy-Efficiency-Rolling-Portfolio-Business-Plan.

2. Key I-REN Issues

Energy efficiency is first in the loading order per law for utility procurement to meet the demand for energy. It's not clear that the withdrawal of a utility for administering EE programs is legal, and if allowed would represent a significant and negative change to the CA EE ecosystem affecting all PAs (including RENs and I-REN) and their customers and communities.

3. Key Decisions

- Resolution ALJ 176-3563 (5/15/2025) – Preliminary Determination Schedule.

4. Status Update

- May 29, 2025 I-REN jointly protested the SDG&E Application along with SDREN, BayREN,k 3C-REN, NREN, and the City of San Diego.

5. Upcoming Filings / Decisions / Meetings

TBD.

B. CPUC Self-Generation Incentive Program (SGIP) Proceeding (R. 20-05-012)

6. Proceeding Overview

The SGIP was established in 2001 and provides financial incentives for the installation of eligible behind-the-meter distributed generation and energy storage technologies that meet all or a portion of a customer's electricity needs, including heat pump water heaters (HPWH). The proceeding helps define those technologies, incentives, and rules.

7. Key I-REN Issues

Ensure coordination of I-REN programs with SGIP and improving participation of tribal customers in SGIP.

8. Key Decisions

- D.22-04-036 (April 7, 2022) – Adopts final budgets, incentive levels and other program requirements for the SGIP HPWH program, including training, inspection, and workforce development requirements.
- Assigned Commissioner's Ruling (October 26, 2022) – Seeks comments from parties on issues related to improving outcomes for low-income customers under the SGIP and a variety of implementation issues related to the funding authorized by Assembly Bill (AB) 209.
- Assigned Commissioner's Ruling (July 12, 2023) – Seeks comments from parties to supplement the proceeding record regarding: (1) improving outcomes for low-income customers under the SGIP; and (2) expanding the SGIP HPWH Program to make a larger number of customers eligible.
- Administrative Law Judge's Ruling (July 12, 2023) – Seeks comments from parties to supplement the proceeding record regarding the funding authorized by AB 209 and improving outcomes for low-income customers under the SGIP.
- D.23-12-004 (December 14, 2023) – Modifies the existing HPWH program in D.22-04-036 to expand program eligibility. The Decision also revises the current definition of a qualifying demand response program and revises the eligible software that can be used to model central HPWHs. Program implementers may use any software approved by the CEC for modeling central heat pump water heaters for compliance with the California Energy Code.
- D.24-03-071 (March 22, 2024) - Decision Implementing Assembly Bill 209 And Improving Self-Generation Incentive Program Equity Outcomes. Rulemaking 20-05-012 remains open.

- D.24-06-027 (June 21, 2024) - Order Modifying Decision 24-03-071 And Denying Rehearing, As Modified.

9. Status Update

   D.25-05-010 - Order Extending Statutory Deadline. This decision extends the statutory deadline in this proceeding to June 1, 2026.

10. Upcoming Filings / Decisions / Meetings

   None pending.

C. CEC Equitable Building Decarbonization (EBD) Program (22-DECARB-03)

1. Proceeding Overview

   AB 209 directed the CEC to develop the EBD Program. The EBD Program will include a direct install program for low- and moderate-income households, which is a type of program that provides and installs energy efficient electric appliances, energy efficiency measures, and related upgrades directly to consumers at minimal or no cost. The EBD Program will also include a statewide incentive program to accelerate deployment of low-carbon building technologies. The primary goals of the program are to reduce greenhouse gas emissions and advance energy equity. The direct install program will include a statewide direct install program and a tribal direct install program. The statewide direct install program will be administered separately in Northern, Central, and Southern California by competitively selected program administrators who will partner with community-based organizations for culturally appropriate outreach, education, and support for participating households and communities. The state intends to allocate $783 million for the EBD Program. The Legislature has thus far approved a combined $494 million for FY 2022-23 and FY 2023-24. The CEC has proposed that 58% of budgeted amounts go to Southern California, based on its population of under resourced communities at 13.6 million people.

2. Key I-REN Issues

   - SoCal REN applied and was awarded the program administrator role for the Southern CA region and I-REN is a partner for implementation.
   - I-REN's Business Plan does not include a residential sector. However, I-REN's member agencies have asked for programs to serve their residents. The EBD Program is statewide, so it will be available in the Inland Empire.
   - Through its Workforce Education & Training sector, I-REN will be working closely with contractors who provide decarbonization services within the residential sector in the Inland Empire. WE&T resources will be provided to develop local skilled workers.
   - I-REN will learn best practices and develop partner relationships within the residential sector, which could position I-REN for a future residential program offering by potentially reducing the amount of time spent on

program development. Over the coming years of CEC EBD implementation, I-REN will assess whether its learnings can be applied in this way to consider a future residential offering.

3. Key Decisions

- Request for Information (December 9, 2022) – Seeks input and comment to inform the development of the EBD Program. To facilitate recommendations, CEC staff developed a list of questions. Individuals were invited to provide input on staff's questions and program-related topics not posed. Comments were due by January 20, 2023.
- Equitable Building Decarbonization Direct Install Program Draft Guidelines (May 4, 2023) – Proposes the initial rules and requirements for the program, including funding allocations, household and property eligibility requirements, and eligible measures.
- Questions on Draft Guidelines (May 4, 2023) – Seeks input and comments on the Draft Equitable Building Decarbonization Direct Install Program Guidelines. To facilitate input, CEC staff developed a list of questions. Comments were welcome in response to these questions and on any other topic related to the EBD Program. Comments were due by June 30, 2023. BayREN and 3C-REN were among the groups submitting comments.
- Equitable Building Decarbonization Direct Install Program Guidelines (Adopted) (October 18, 2023) – The guidelines for the Equitable Building Decarbonization Direct Install Program outline the initial rules and requirements for the program, including funding allocations, household and property eligibility requirements, and eligible measures.

4. Status Update

- May 17, 2023 – Staff Workshop on Draft Equitable Building Decarbonization Direct Install Program Guidelines
- June 6 - 21, 2023 – Staff Regional Workshops on Equitable Building Decarbonization Direct Install Program and Coordination with Other Building Decarbonization Programs. I-REN staff attended the Santa Rosa workshop on June 12, 2023, and made a presentation on I-REN at the Indio workshop on June 15, 2023.
- March 14, 2024 - Pre-Solicitation Workshop for Equitable Building Decarbonization Direct Install Program
- March 29, 2024 - Written Comments Due
- April 30, 2024 - EBD Direct Install Program Solicitation Released (GFO-23-404 – Link to GFO Page)
- May 10, 2024 - Pre-Application Workshop
- May 15, 2024Questions Deadline
- June 4, 2024 EBD – Q&A and Addendum (see filed titled Addendum02)
- June 28, 2024 Application Submission Deadline
- August 2, 2024 - Anticipated Award Posting Date
- November 13, 2024 - EBD Approved by CEC

5. Upcoming Filings / Decisions / Meetings

- 2024-2025 – Administrator ramp-up and direct install program roll-out in initial communities.

III. Closed Proceedings

A. CPUC Energy Efficiency Proceeding, November 2013-January 2025 (CLOSED) (R.13-11-005)

1. Proceeding Overview

This proceeding provides a venue for policy changes and regulatory oversight by the California Public Utilities Commission (CPUC) associated with the energy efficiency programs of the large investor-owned electric and natural gas utilities (IOUs), community choice aggregators (CCAs), and regional energy networks (RENs). This includes how Inland Regional Energy Network (I-REN) and other RENs are funded and evaluated.

2. Key I-REN Issues

- I-REN has championed the concept of an Inland REN made up of local governments to help expand equity and energy efficiency in the region, and the important role of local government program administrators.
- The Inland Empire region faces significant challenges, with vast territory and demographics that I-REN's geography represents, and large tracts of disadvantaged communities and income levels that are significantly below the statewide average.
- I-REN shares the CPUC's urgency regarding the need to focus on disadvantaged and underserved populations.
- Access to customer data is a crucial component of successful program implementation, and therefore I-REN supports data sharing between IOUs and RENs and their agents.

3. Key Decisions

- D.21-11-013 (November 18, 2021) – Approves I-REN's energy efficiency business plan, beginning in 2022 and continuing through 2027, with a total budget of approximately $65 million over this period.
- Assigned Commissioner and Administrative Law Judges' Amended Scoping Ruling (December 23, 2021) – Sets forth an amended scope and schedule for this proceeding to address new and outstanding issues concerning the CPUC's energy efficiency policy and programs.
- D.23-02-002 (February 2, 2023) – Addresses several topics important to the ongoing success of the CPUC's energy efficiency portfolio, including improvements to the third-party solicitation process, allowing the use of strategic energy management approaches beyond the

industrial sector, and adopting data sharing requirements for CPUC-authorized energy efficiency programs.

- D.23-04-009 (April 6, 2023) – Grants the motion of Southern California Regional Energy Network, on behalf of the California Energy Efficiency Coordinating Committee (CAEECC), requesting authorization for the energy efficiency program administrators to use unspent and uncommitted energy efficiency funds up to $185,000 to fund a compensation pilot recommended in the Final Report of the CAEECC Compensation Task Force.
- Administrative Law Judge's Ruling (April 17, 2023) – Provides notice of a draft 2023 Potential and Goals Study (P&G Study) that will inform the CPUC's adoption of energy efficiency goals for 2024 and beyond. Parties were invited to file comments on the draft study, and address the questions included in this ruling, no later than May 8, 2023, and reply comments no later than May 18, 2023. WRCOG on behalf of I-REN filed reply comments noted below.
- Assigned Commissioner and Administrative Law Judges' Amended Scoping Memo and Ruling (May 11, 2023) – Sets forth an amended scope and schedule to address new and outstanding issues concerning the CPUC's energy efficiency policy and programs, including CAEECC compensation issues and natural gas incentive issues.
- Decision 23-08-005 (August 10, 2023) – Adopts total system benefit and energy savings goals for ratepayer-funded energy efficiency portfolios for 2024 – 2035 based on the 2023 P&G Study. The P&G Study historically (and continuing with the 2023 P&G Study) has provided data and analysis at the IOU Program Administrator (PA) level and is used to set savings goals for the IOU PAs. The Potential and Goals Study does not set goals for RENs and CCA PAs. There is a separate goal-setting process for non-IOU PAs as outlined in D.21-09-037. However, there are useful insights that can be gained from reviewing the P&G Study, e.g., trends in technologies and policy implications, which could inform I-REN program offerings. WRCOG on behalf of I-REN filed comments on the Proposed Decision noted below.
- Administrative Law Judge's Ruling (November 17, 2023) – Provides notice and opportunity to comment on draft revisions to the rulebook for normalized metered energy consumption (NMEC Rulebook). Parties are invited to provide comments on the draft revised Rulebook and to address the questions set out in the Ruling, no later than no later than February 29, 2024. Reply comments are due no later than March 15, 2024. WRCOG on behalf of I-REN expects to file comments.

4. Status Update

   - May 18, 2023 – WRCOG on behalf of I-REN filed reply comments on the ALJ's Ruling of April 17, 2023, recommending that public sector-specific results be included in P&G Studies in future years, as suggested by Southern California Regional Energy Network (SoCalREN).

- July 31, 2023 – WRCOG on behalf of I-REN filed a reply on the P&G Study and provided the following comments:
  - Reporting of Inflation Reduction Act funding should not be mandatory; the emphasis should remain on PAs documenting implementers' outreach activities, rather than tracking and reporting on actual tax credits or direct payments to the customer.
  - I-REN supports comments by PG&E requesting changes to the P&G Study update process to (1) allow for early stakeholder feedback via an accessible existing tool such as the Public Document Area, and (2) grant additional time for PAs and their implementers to adjust True-Up Advice Letter and Mid-Cycle Advice Letter filings based on the final P&G decision.

5. Upcoming Filings / Decisions / Meetings

   None.

B. CPUC Business Plan Applications, February 2022 – June 2023 (CLOSED) (A.22-02-005 et al.)

1. Proceeding Overview

   The scope of this proceeding is to evaluate the reasonableness of the 2024-2027 portfolio proposals and the 2024-2031 business plan proposals by PAs, including IOUs, two CCAs and RENs. This includes analyzing the reasonableness of the programmatic aspects of the proposals, as well as the budgets, savings estimates, and cost-effectiveness and total system benefit calculations.

2. Key I-REN Issues

   - I-REN's business plan was approved in D.21-11-013, so it was not required to submit a business plan in this proceeding.
   - The REN evaluation framework established in this proceeding may have implications for I-REN's current portfolio and will determine how I-REN will be evaluated when it applies for CPUC approval of its next business plan for the period beginning 2028.

3. Key Decisions

   - Assigned Commissioner's Scoping Memo and Ruling (June 24, 2022) – Sets forth the issues, need for hearing, schedule, category, and other matters necessary to scope this proceeding.
   - Administrative Law Judge's Ruling (August 2, 2022) – Invites comments on two topics pertaining to the 2024-2031 business plan and 2024-2027 portfolios under consideration in this proceeding: (1) staff proposal to phase out gas energy efficiency incentives, and (2) codes and standards sub-programs and budgets.

- Administrative Law Judges' Ruling (August 26, 2022) – Provides specific questions for which the CPUC seeks responses in intervenors' prepared testimony. The questions are on: (1) advancement of the Environmental and Social Justice Action Plan; (2) opportunity for energy efficiency (EE) innovation; (3) alignment with external EE funding; and (4) EE integration with integrated demand-side management.
- D.23-04-035 (April 6, 2023) – Addresses a CPUC staff proposal for reducing ratepayer-funded incentives for natural gas EE measures. This Decision also: (1) establishes a framework that defines and allows continued funding of "exempt measures" — measures that result in gas savings but do not burn gas; (2) establishes a means to determine whether a given measure is (or is not) cost-effective; and (3) provides for working groups to examine and recommend technical guidance for identifying a viable electric alternative (for a given gas measure) and further criteria for custom projects. It has near-term implications for I-REN regarding required participation in a stakeholder process to develop a technical guidance document, plus required additions to 2028 portfolio filings to be submitted in 2026, and potentially other reporting implications.
- D.23-06-055 (June 29, 2023) – Addresses the applications for EE portfolios during the period 2024-2027 and the business plans for 2024-2031 from nine PAs. The Decision also (1) makes adjustments to the allocation of costs for statewide programs and some changes to the statewide portfolio to eliminate some obsolete programs and introduce new ones; (2) approves the Bay Area Regional Energy Network (BayREN) as the first non-utility administrator of a statewide program; (3) approves a new REN called Rural REN, to deliver energy efficiency benefits to underserved customers and communities in the rural areas all over California in four different regions; (4) includes a number of elements addressed to the equity and market support segments of the EE portfolios, including better defining underserved and hard-to-reach customers and communities, as well as adopting success indicators and a process for identifying metrics and goals associated with the indicators to be measured; (5) includes several measures to improve portfolio oversight, including guidance for continued coordination among PAs; and (6) includes guidance for continued emphasis on the market access approach, the use of normalized metered energy consumption methods for estimating energy savings, and the integration of demand-side management opportunities beyond EE into the portfolios.

4. Status Update

D.23-06-055 closed the proceeding. Any additional or ongoing EE policy issues related to the delivery of the portfolios approved in the Decision will be addressed in the EE proceeding noted above, R.13-11-005.

5. Upcoming Filings / Decisions / Meetings

PA and stakeholder activities directed by CPUC in this proceeding continue under the new EE proceeding R.25-04-010.

C. CPUC CalChoice Petition for Modification (CLOSED) (R.09-11-014)

1. Proceeding Overview

On May 15, 2023, California Choice Energy Authority (CalChoice) filed a petition requesting the CPUC to modify Decision (D.)14-01-033. This Decision implemented Senate Bill 790, which authorized CCAs to invoke an “elect to administer” (ETA) option for administering certain energy efficiency programs funded by CCA customers. CalChoice believes modification of D.14-01-033 is necessary to ensure that funding for ETA programs is consistent with the Legislature’s intent that CCAs have meaningful opportunities to administer ETA programs. CalChoice proposes that D.14-01-033 be modified to set a minimum 4 percent funding threshold for ETA programs.

2. Key I-REN Issues

- Three of the CalChoice CCAs are located in I-REN territory: Apple Valley Choice Energy, Rancho Mirage Energy Authority and San Jacinto Power. I-REN territory also includes Desert Community Energy, a CCA whose members are the Cities of Palm Desert and Palm Springs with shared staff at CVAG.
- For the I-REN region, meaningful opportunities for CCAs to offer ETA energy efficiency programs represent a reinvestment in communities that historically have suffered from disinvestment—a return of benefits to communities of ratepayers who have faithfully paid the public good charges intended to fund energy efficiency projects across the state.

3. Key Decisions

- D.24-04-007 Decision Granting California Choice Energy Authority’s Petition For Modification Of Decision 14-01-033 (April 19, 2024) – Establishes a minimum funding floor of four percent of the total funding being collected from the CCA’s retail customers to be available to CCAs who elect to administer energy efficiency funds..

4. Status Update

- April 19, 2024 – Decision granted CalChoice Petition and closed proceeding.
- June 14, 2023 – WRCOG on behalf of I-REN filed a Motion for Party Status, which was granted by email ruling the same day.
- August 3, 2023 – CalChoice met with Cheryl Wynn, Chief of Staff for Commissioner Genevieve Shiroma (Assigned Commissioner on the CPUC energy efficiency proceedings) to discuss the petition for modification of D.14-01-033 filed by CalChoice in this proceeding.

5. Upcoming Filings / Decisions / Meetings

None.

D. CEC 2025 Energy Code Pre-Rulemaking (CLOSED) (22-BSTD-01)

1. Proceeding Overview

This docket is used to document public interaction regarding preliminary rulemaking activities for the 2025 California Energy Code. This includes the research and gathering of information necessary to develop the documents required to conduct a formal rulemaking proceeding.

2. Key I-REN Issues

- Energy Code enforcement has historically been difficult for local jurisdictions, particularly smaller communities with fewer resources.
- Track and provide information on California Energy Code.
- Perform updates to training curriculums to reflect adopted changes to California Energy Code.

3. Key Decisions

This is not a formal rulemaking docket. A separate formal rulemaking docket will be established to support the development of the 2025 Energy Code.

4. Status Update

- January – March 2023 – Utility-sponsored stakeholder meetings
- May 3, 2023 – The first five draft Codes and Standards Enhancement (CASE) Reports have been published and are ready for stakeholder comments by May 30.
- May 26, 2023 – Six additional CASE reports were published.
- August 2023 – Final CASE Reports submitted to CEC.
- July - September 2023 – CEC pre-rulemaking workshops.
- November 3, 2023 – CEC published 2025 Energy Code Draft Updates (Draft Express Terms)
- January 28, 2025 - The 2025 Energy Code Rulemaking docket 24-BSTD-01 opened on January 8, 2024. The CEC is closing docket number 22-BSTD-01, 2025 Energy Code Pre-Rulemaking, effective today, January 28, 2025.

5. Upcoming Filings / Decisions / Meetings

- January 1, 2026 – 2025 Energy Code effective date.

Attachment

I-REN Required CPUC

2025 Reporting Timeline

I-REN Required CPUC Reporting for July 2025 – February 2026

Report Type	Due Date	Content	Status
Monthly Reports	Due 30 days after last day of month	Current month's expenditures, plus YTD Expenditures, Committed Funds, Gross and Net Savings for all Programs in the Portfolio.	In progress.
2024 Annual Monthly Report	6/30/2024	"Month 13" report to align savings and expenditures with annual claim true up and annual report.	In progress.
2025 Q1 Claims	8/1/25	Program expenditures and committed funds (YTD) PLUS Project level savings, measures, participant costs, incentives, etc., being claimed in Q1.	In progress.
Annual Portfolio Performance Report Review at CAEECC	8/5/25	PAs are required to provide semiannual data-driven updates on EE portfolio progress at the CAEECC.	
Mid-Cycle Advice Letter	TBD, likely Sept-Oct (60 days following issuance of Potential & Goals Decision)	Modified portfolio and savings/budget forecasts in the middle of a funding cycle to take into account updated goals. Will include Community Engagement Indicators per D.23-06-055 Ordering Paragraph 24.	In progress.
2025 Q2 Claims	9/15/25	Program expenditures and committed funds (YTD) PLUS Project level savings, measures, participant costs, incentives, etc., being claimed in Q2.	

Report Type	Due Date	Content	Status
Annual Portfolio Performance Report Review at CAEECC	11/6/25	PAs are required to provide semiannual data-driven updates on EE portfolio progress at the CAEECC.	Slide template draft reviewed by PAs. Final template forthcoming.
2025 Q3 Claims	11/17/25	Program expenditures and committed funds (YTD) PLUS Project level savings, measures, participant costs, incentives, etc., being claimed in Q3.	
2025 Q4 Claims	2/16/26	Program expenditures and committed funds (YTD) PLUS Project level savings, measures, participant costs, incentives, etc., being claimed in Q4.	
2028-2035 Portfolio Application	2/15/26	PAs are required to submit funding applications for energy efficiency portfolios	
Abbreviations: ALJ = Administrative Law Judge; D = Decision; CEDARS = California Energy Data and Reporting System; CPUC = California Public Utilities Commission; FE: Frontier Energy; JCM = Joint Cooperation Memorandum; PII = personally identifiable information; PL = program lead; PA = portfolio administrator; Q = quarter of the year; SFTP = Secure File Transfer Protocol; YTD = year to date			