



## **MEMORANDUM OF UNDERSTANDING**

EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT  
(EL DORADO COUNTY AGREEMENT #9312)

This Memorandum of Understanding ("MOU") is made and entered into as of April \_\_\_\_, 2025, by and between COMMUNITY HOUSING DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation ("CHDC"), whose principal place of business is located at 1535-A Fred Jackson Way, Richmond, CA 94801 and **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT** ("EDCAQMD"), with reference to the following:

### **A. Background:**

CHDC received contracts and grants for FY2024-25 funded by the California Air Resources Board (CARB), California Public Utilities Commission (CPUC) and California Energy Commission to support a variety of environmental justice-related community outreach and engagement activities in under-resourced communities of California. Our past experience has shown that utilizing local community-based organizations (CBO) who are trusted messengers can result in more impactful outreach efforts. The focus of outreach for the FY2024-25 funding cycle will be on state-funded climate equity programs, which include financial incentives for low-income individuals to transition to clean transportation and clean (decarbonized) homes. This includes programs like CARB's Driving Clean Assistance Program (DCAP), Clean Cars for All, E-Bikes Incentive Project, and Clean Mobility Options (e.g., Green Raiteros, Clean Shared Mobility Network), as well as equity incentive programs funded by the CPUC and CEC to support clean transportation (e.g., PG&E/SCE Used EV Rebate) and home electrification (e.g., TECH Clean CA, EBD-DI). Outreach may also include federal clean energy equity programs (e.g., Solar for All) and state/federal clean air programs (e.g., CARB Community Air Grants).

### **B. Objectives:**

This MOU is intended to primarily support CBO-led outreach and engagement in disadvantaged communities in support of CHDC's Driving Clean Assistance Program (DCAP) but may also include community engagement related to other climate equity incentive programs (listed above). The primary objective of this MOU is to engage under-resourced communities through multiple outreach strategies in an effort to build awareness of (and referral to) DCAP and other climate equity programs. Through the specified Services, CBO will endeavor to make residents aware of DCAP incentives and support them in completing and submitting their DCAP application.

In connection with the foregoing, the parties desire to enter into this MOU, subject to the terms and conditions as provided herein.

NOW, THEREFORE, the parties mutually agree hereto as follows:



## I. Scope Of Services and Standard of Care

EDCAQMD shall perform the scope of services and provide the deliverables as described in Section III of the MOU (the “Services”). Any, and all work that may reasonably be inferred from the requirements of this MOU or from prevailing custom as being required to produce the intended result is to be furnished and performed by EDCAQMD whether or not specifically set forth herein. EDCAQMD and its employees, agents, and other persons or entities performing any portion of the Services for, or on behalf of, EDCAQMD, shall perform all work in a manner consistent with the standard(s) of professional skills and care in accordance with California law, applicable to those who provide such Services for work or projects of the type, scope, and complexity to the services as such standards may evolve (or otherwise develop or become more advanced) after the commencement of this MOU. EDCAQMD shall also be responsible for any acts or omissions of any party acting on behalf of EDCAQMD.

## II. Term

The term of this MOU shall be for twelve months, commencing on May 1<sup>st</sup>, 2025, and terminating on April 30<sup>th</sup>, 2026, unless terminated earlier.

## III. MOU Activities

The table below provides a list of tiered outreach activities ("Activity") and the associated funding during the length of this MOU.

ACTIVITY	TIERS*	1	2
Community Engagement	1	✓	✓
Training	1	✓	✓
Reporting	1	✓	✓
Social Media	1	✓	✓
Application Support	2		✓
<b>TOTAL FUNDING</b>		<b>\$10,000</b>	<b>\$40,000</b>

\*Tier 1 activities are the minimum requirement for this MOU. If EDCAQMD elects Tier 1 activities, EDCAQMD will receive funding of up to \$10,000 with an administrative cost rate of 15%. Tier 2



includes Tier 1 activities plus additional work. If EDCAQMD chooses Tier 2 activities, they will receive funding of up to \$40,000 with an administrative cost rate of 20%. As shown in the table above, higher Tier 2 is *additive* of lower tier activities. For example, Tier 2 also includes Tier 1 Activities. EDCAQMD shall receive up to \$10,000 for Tier 1, with a maximum funding *cumulative* of up to \$40,000 for the Activities in Tier 2.

☐ **Community Engagement (Tier 1)**

EDCAQMD will distribute outreach materials for the Driving Clean Assistance Program (DCAP) at three (3) community events and interact with a minimum of 200 community members over the life of the MOU. Community Housing Development Corporation (CHDC) will provide outreach materials.

☐ **Training (Tier 1)**

EDCAQMD will participate in scheduled trainings related to DCAP. In addition to educating EDCAQMD staff about DCAP and other programs, EDCAQMD staff will receive special training on the use of Social Media, including utilization of software to schedule automated posts. EDCAQMD staff will also be trained on reporting and invoicing procedures required by CHDC and DCAP.

☐ **Reporting (Tier 1)**

EDCAQMD will be responsible to submit quarterly activity reports and invoices through the DCAP portal. CHDC will make payments to EDCAQMD based on reported activities and invoices, as described below. Reporting is required for activities in all Tiers.

☐ **Social Media (Tier 1)**

EDCAQMD will leverage social media to increase awareness of DCAP. EDCAQMD will post at least one (1) organic social media post weekly and one (1) boosted post per month. Additionally, EDCAQMD will re-post content posted by CHDC's and DCAP's social media pages. EDCAQMD will work with CHDC to ensure appropriateness of social media content. EDCAQMD will utilize a minimum of \$1,358 of the funding allocated for Tier 1 to pay for boosted social media posts.

☒ **Social Media (Tier 2)**

EDCAQMD will leverage social media to increase awareness of DCAP. EDCAQMD will post at least one (1) organic social media post a week and one (1) boosted post per month. Additionally, EDCAQMD will re-post content posted by CHDC's and DCAP's social media pages. EDCAQMD will work with CHDC to ensure appropriateness of social media content. EDCAQMD will utilize a minimum of 3% of the funding allocated for Tier 2 to pay for boosted social media posts.

☒ **Application Support (Tier 2)**



EDCAQMD will provide support to all community members that request help to submit a complete and correct application to DCAP, not to exceed 180 community members over the life of the MOU. If EDCAQMD completes  $\geq 70\%$  or more of 180 community members with applications they will receive the full allocated funding of this requirement, if EDCAQMD completes  $< 70\%$  EDCAQMD shall receive half of the allocated funding.

\*Please note payments are dependent on meeting scheduled deliverables.

#### **IV. Budget and Payment**

As shown in the table in Outreach Activities, CHDC will pay up to \$40,000 in the manner provided in this MOU, based on applicable Tier(s) and EDCAQMD has agreed to complete. Quarterly payments will be made in the manner set forth below, up until the maximum amount funded for the applicable Tier. EDCAQMD shall submit quarterly progress reports ("Reported Activities") with each invoice submitted to CHDC.

EDCAQMD shall submit for CHDC review and approval, a detailed estimated budget, and related fees for the applicable Tier. EDCAQMD shall not commence the Services until a budget has been approved by CHDC. Subject to the foregoing, EDCAQMD will provide Reported Activities to CHDC on the 15th of the month following the end of the quarter or as mutually agreed upon by EDCAQMD and CHDC. All Reported Activities shall include all Services worked on during the previous period and any expenses incurred. Reported Activities shall be submitted by electronic mail to the CHDC primary contact. If approved by CHDC, CHDC shall pay the invoices submitted by EDCAQMD within thirty (30) days of the invoice.

#### **V. Confidentiality**

All information received by EDCAQMD (including, without limitation, information concerning the nature of CHDC's organization, business, services, and materials prepared for CHDC pursuant to, or in connection with, the terms of this MOU) shall be kept confidential by EDCAQMD and its representatives and shall not be used in any manner by or its EDCAQMD representatives except where disclosure is required under law, or, in connection with its performance under this MOU provided, however, that EDCAQMD may disclose such information to EDCAQMD's employees, subcontractors (to the extent permitted by this CHDC), officers, directors or agents so long as such persons agree to maintain the confidentiality of such information in accordance with this Section. The foregoing confidentiality provisions shall not apply to such portions of the information received that are generally available to the public. The obligations under this paragraph shall survive the expiration or termination of this Agreement.



## **VI. Conflict of Interest**

EDCAQMD agrees and certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the length of this MOU. EDCAQMD shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in this MOU. EDCAQMD must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the MOU term. CHDC may consider the nature and extent of any actual, apparent, or potential conflict of interest in the EDCAQMD ability to perform the MOU. EDCAQMD must immediately advise CHDC in writing of any potential new conflicts of interest throughout the MOU term.

## **VII. Indemnification**

EDCAQMD shall indemnify, defend and hold harmless CHDC, its officers, board members, employees, contractors, and funders from and against all claims, causes of action, demands, judgments, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of any negligent acts or omissions of EDCAQMD or EDCAQMD's employees and agents under this MOU; provided, however, such indemnification shall not cover acts of gross negligence or willful misconduct by the CHDC. CHDC's rights to indemnification under this Section shall be independent of EDCAQMD's obligations to procure and maintain insurance under this MOU, and shall not in any way be limited by, reduced, altered, or diminished as a result of EDCAQMD's obligations to procure and maintain insurance as set forth in this MOU, or as the result of the existence or non-existence of any type of insurance coverage benefiting EDCAQMD. The provisions of this section shall survive the expiration or termination of this MOU.

## **VIII. Insurance**

Where applicable, EDCAQMD shall provide evidence of the following on a certificate of insurance:

- Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits of not less than \$1,000,000.
- Commercial General Liability insurance on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to EDCAQMD's limit of liability. The policy must name the State of California and its officers, agents, and employees as additional



insured, but only with respect to work performed under the grant provided under the Grant Agreement.

- If EDCAQMD will be using vehicles to complete the Services or driving a vehicle onto State property, automobile liability is required. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 each occurrence with combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

## **IX. Notice**

Any notice, consent, approval, demand, or other communication required or permitted to be given hereunder ("Notice") shall be in writing and delivered by either physical delivery, electronic mail, or both. Provided that a Notice has been delivered by electronic mail, such Notice may also be delivered by a nationally recognized overnight courier which requires written proof of delivery; provided, however the physical delivery of a Notice is not required for such notice to be effective. Any such Notice shall be addressed as follows:

If to CHDC:

Community Housing Developer Corporation  
of North Richmond  
1535 A Fred Jackson Way  
Richmond, CA 94801  
Attn: Donald Gilmore, Executive Director  
Dgilmore@communityhdc.org

If to EDCAQMD:

EL Dorado County AQMD  
330 Fair Ln, Placerville, CA 95662  
Attn: Rania Serieh, Air Pollution Control Officer  
Rania.serieh@edcgov.us

## **X. Termination and Amendment**

Should EDCAQMD fail to perform or provide prompt, efficient, and thorough service, or if EDCAQMD fail to complete the scope of work within the time limits as agreed upon with CHDC, EDCAQMD shall inform CHDC in writing of such inaction. EDCAQMD shall cure performance within twenty-five (25)



business days from the date of such notice. If the matter is not cured, CHDC shall have the right to terminate or cancel this MOU upon the following:

- **Upon Completion:** This Agreement shall terminate upon the satisfactory completion of all Services hereunder.
- **By CHDC:** CHDC may terminate this Agreement for convenience and with or without cause with thirty (30) days written notice to Contractor. Upon receipt of such notice from CHDC, Contractor shall: (i) cease all work being performed pursuant to the Agreement as directed in the notice; and (ii) deliver to CHDC all work product completed up to the date of termination (to the extent applicable). As Contractor's sole remedy for termination, Contractor shall receive payment for all work performed or Services actually performed prior to termination. CHDC shall not be liable for any termination fees or penalties nor for loss profits or any special or consequential damages suffered by Contractor as a result of CHDC's termination of this Agreement.
- **By Contractor:** If CHDC breaches its obligation under this Agreement such failure continues for a period of thirty (30) days after Contractor has delivered written notice of such breach to CHDC, Contractor may terminate this Agreement by written notice to CHDC. In either event, Contractor shall be entitled to payment for all work performed in accordance with this Agreement prior to termination.
- **Survival:** Notwithstanding any termination of this Agreement, as set forth in this Section, any provision of this Agreement that expressly survives termination or expiration shall remain in full force and effect.
- **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by authorized representatives of both Parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

## **XI. Compliance with Laws**

EDCAQMD, in its performance of its obligations under this MOU, shall comply with all laws, ordinances, codes, rules, regulations, licensing, permitting or certification requirements that are applicable to the conduct of the business and performance of EDCAQMD under this MOU, including those of federal, state, and local agencies having jurisdiction and/or authority. EDCAQMD hereby agrees that any action arising out of this MOU shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California.

## **XII. Relations to Grant Agreement**

CHDC and EDCAQMD acknowledge and agree that funding for this MOU to be provided by the State of California to CHDC through CARB, evidenced by a Grant Agreement between CHDC and





CARB (the “Grant Agreement”), and as such this MOU is subject to the terms and conditions of the Grant Agreement as provided therein. Notwithstanding the foregoing, due to the nature of the Services, some of the general provisions of this MOU may not be applicable to EDCAQMD. The parties acknowledge and agree that the provisions of this MOU shall be binding to EDCAQMD and its subcontractors, employees, and agents to the extent applicable by their terms.

### **XIII. Labor Requirements**

If applicable, EDCAQMD and its subcontractors, employees, agents shall be bound by and comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861), including but not limited to those provisions requiring the payment of no less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of any work under or for this MOU.

### **XIV. Entire Agreement**

This MOU contains the entire and complete agreement between the parties respecting Services, Activities, Reported Activities and any agreement or representation respecting the duties of either in relation thereto discussed in prior negotiations and not expressly set forth in this document at the time of execution is null and void.

IN WITNESS WHEREOF, the parties have signed this MOU as of the date aforementioned above.

*Signatures on following page*





**CHDC:**

COMMUNITY HOUSING DEVELOPMENT OF NORTH RICHMOND, a California nonprofit public benefit corporation.

By: \_\_\_\_\_  
Name: **Donald Gilmore**  
Its: **Executive Director**

**EDCAQMD:**

EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT, a California air pollution control district.

By: \_\_\_\_\_  
Name: **Rania Serieh**  
Its: **Air Pollution Control Officer**