




Agenda Item: E-9
Agenda Date: January 16, 2025
Agenda Placement: Admin
Estimated Time: N/A
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Jim Fredrickson, Planning Division Supervisor, (805) 979-8328

SUBJECT: Driving Clean Assistance Program Memorandum of Understanding

RECOMMENDATION:

Consider recommendations as follows:

1. Approve and authorize the Chair to execute the attached Memorandum of Understanding (MOU) with the Community Housing Development Corporation (CHDC) to administer the Driving Clean Assistance Program (DCAP) in the amount of \$40,000 and for the term February 1, 2025 to January 31, 2026; and,
2. Delegate authority to the Air Pollution Control Officer to execute MOUs substantially similar to the attached MOU with CHDC in future years, for amounts not to exceed \$150,000, subject to review and approval by District Counsel, Risk Management, and Auditor-Controller.

BACKGROUND:

The Driving Clean Assistance Program (DCAP) provides incentives statewide in California to assist low-income and disadvantaged communities with the purchase of clean air vehicles including battery electric vehicles, plug-in hybrid electric vehicles, and fuel cell electric vehicles. DCAP is in partnership with and funded by the California Air Resources Board (CARB) and administered by the Community Housing Development Corporation, and aims to increase equitable access to clean transportation. The funds to support this program come from California Climate Investments, a statewide program that puts Cap-and-Trade dollars to work improving the environment, particularly in low-income and disadvantaged communities. DCAP has formerly been referred to as the Joint Financing Assistance and Statewide Clean Cars 4 All (CC4A) Program and was preceded by the Financing Assistance for Lower-Income Consumers Program which operated from 2015-2024. DCAP has successfully been implemented by CHDC with support from various community-based organizations (CBO) and/or air districts in over 30 counties

Aeron Arlin Genet, Air Pollution Control Officer

throughout California. Since its inception in 2015, DCAP has administered over \$4 million in incentives to applicants that purchased a clean air vehicle. If approved by your Board, the program is expected to rollout in Santa Barbara County in the first quarter of 2025.

Table 1. DCAP Rollout Schedule by Region

<i>Region</i>	<i>Air District / County</i>	<i>Application Opening Date</i>
1	Imperial County APCD / Imperial	Now Open
2	Mojave Desert AQMD / San Bernardino, Riverside	Now Open
2	Eastern Kern APCD / Kern	Now Open
2	Antelope Valley AQMD / Los Angeles	Now Open
3	Great Basin Unified APCD / Alpine, Inyo, Mono	Now Open
3	Mariposa County APCD / Mariposa	Now Open
3	Tuolumne County APCD / Tuolumne	Now Open
3	Calaveras County APCD / Calaveras	Now Open
3	Amador County APCD / Amador	Now Open
3	El Dorado County APCD / El Dorado	Now Open
3	Placer County APCD / Placer	Now Open
3	Feather River AQMD / Yuba, Sutter	Now Open
4	Northern Sierra AQMD / Nevada, Plumas, Sierra	Now Open
4	Lassen County APCD / Lassen	Now Open
4	Modoc County APCD / Modoc	Now Open
4	Siskiyou County APCD / Siskiyou	Now Open
4	Shasta County AQMD / Shasta	Now Open
4	Tehama County APCD / Tehama	Now Open
4	Butte County AQMD / Butte	Now Open
5	North Coast Unified AQMD / Del Norte, Humboldt, Trinity	Now Open
5	Mendocino County AQMD / Mendocino	Now Open
5	Northern Sonoma County APCD / Sonoma	Now Open
5	Lake County AQMD / Lake	Now Open
5	Yolo-Solano AQMD / Yolo, Solano	Now Open
5	Colusa County APCD / Colusa	Now Open
5	Glenn County APCD / Glenn	Now Open
6	Monterey Bay Air Resources District / Monterey, San Benito, Santa Cruz	Q1 2025
6	San Luis Obispo County APCD / San Luis Obispo	Q1 2025
6	Santa Barbara County APCD / Santa Barbara	Q1 2025
6	Ventura County APCD / Ventura	Q1 2025
7	South Coast AQMD / Orange, Los Angeles, San Bernardino, Riverside	Q1 2025
7	San Joaquin Valley APCD / Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare, Kern	Q1 2025
7	Sacramento AQMD / Sacramento	Q1 2025
7	Bay Area AQMD / Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma	Q1 2025
7	San Diego APCD / San Diego	Q1 2025

DISCUSSION:

In July 2024, CHDC reached out to the District to discuss a possible partnership to ensure that the DCAP incentives reach community members in Santa Barbara County. Specifically, the District’s role in the rollout of DCAP in Santa Barbara County could include community engagement, spreading awareness of the program at outreach events, promoting the program on social media, and providing direct support to applicants in filling out their DCAP applications. The District’s involvement in this program would provide assistance for low income and disadvantaged community members to more easily afford clean air vehicles in Santa Barbara County.

In order to be eligible for DCAP, participants must be 18 years or older, be a California resident, apply before purchasing or leasing a vehicle, and have a household income less than or equal to 300% of the Federal Poverty Level. The DCAP Consumer Guide provides a full overview of the funding and assistance available to eligible consumers, full requirements for eligibility, and instructions for how to access the program offerings. The DCAP Consumer Guide is available for download at <https://drivingcleanca.org/wp-content/uploads/2024/11/Consumer-Guide-Final-w-Update.pdf>.

DCAP provides incentives for eligible low-income consumers to purchase or lease a new or used clean air vehicle. Participants that live in a disadvantaged community, as identified by state guidelines¹, are eligible to receive up to \$12,000 when scrapping an older vehicle or up to \$7,500 when not scrapping a vehicle. Participants that don’t live in a disadvantaged community are eligible to receive up to \$10,000 when scrapping an older vehicle or up to \$7,500 when not scrapping a vehicle. Approved participants will have the option to receive either a \$2,000 prepaid card to use for public charging or up to \$2,000 towards the installation of charging infrastructure in their home. The program also provides access to low-interest rate loans capped at 8%, as well as opportunities for mobility options such as transit passes or electric bikes. DCAP incentive amounts are shown in Table 2 below. The District has operated a light-duty vehicle scrap program called Old Car Buy Back for over thirty years which has provided all residents in Santa Barbara County the opportunity to scrap their old vehicle for cash while reducing emissions. DCAP will build upon our local efforts, provide vehicle incentives to the community to purchase and/or finance a zero-emission vehicle, and will produce additional long-term emission reductions.

Table 2. DCAP Incentive Amounts

	With a Vehicle to Scrap		Without a Vehicle to Scrap
	Non-DAC	DAC	
Disadvantaged Community (DAC) Status			N/A
Vehicle Purchase Grant + Charging Incentive*	Up to \$10,000 + \$2,000 Charging Incentive	Up to \$12,000 + \$2,000 Charging Incentive	Up to \$7,500 + \$2,000 Charging Incentive
Mobility Option	\$7,500	\$7,500	N/A

FISCAL IMPACTS:

The District’s labor and expenses to implement the DCAP program will be reimbursed by CHDC for \$40,000 through the 12-month term, as indicated in the MOU.

ATTACHMENT:

- A. Memorandum of Understanding.

¹ [California Climate Investments Priority Populations 2024: https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=e746df40e39144029cd1f9fd748c81b2](https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=e746df40e39144029cd1f9fd748c81b2)

ATTACHMENT A

Memorandum of Understanding

January 16, 2025

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110



MEMORANDUM OF UNDERSTANDING

SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT

This Memorandum of Understanding ("MOU") is made and entered into as of February 1st, 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 **Santa Barbara County Air Pollution Control District (SBCAPCD)**, 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 partner-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, SBCAPCD 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

SBCAPCD 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 SBCAPCD whether or not specifically set forth herein. SBCAPCD and its employees, agents, and other persons or entities performing any portion of the Services for, or on behalf of, SBCAPCD, 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. SBCAPCD shall also be responsible for any acts or omissions of any party acting on behalf of SBCAPCD.

II. Term

The term of this MOU shall be for twelve months, commencing on February 1st, 2025, and terminating on January 31st, 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		✓
TOTAL FUNDING		\$10,000	\$40,000

*Tier 1 activities are the minimum requirement for this MOU. If SBCAPCD elects Tier 1 activities, admin cost rate percentage is set at 15%. If the SBCAPCD elects Tier 2 activities, admin cost rate percentage is set at 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. SBCAPCD 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)

SBCAPCD will distribute outreach materials for the Driving Clean Assistance Program (DCAP) at five (5) 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)

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

Reporting (Tier 1)

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

Social Media (Tier 1)

SBCAPCD will leverage social media to increase awareness of DCAP. SBCAPCD will post at least one (1) organic social media post bi-weekly and one (1) boosted post per month. Additionally, SBCAPCD will re-post content posted by CHDC's and DCAP's social media pages. SBCAPCD will work with CHDC to ensure appropriateness of social media content. SBCAPCD will utilize \$1,200 of the funding allocated for Tier 1 to pay for boosted social media posts.

Social Media (Tier 2)

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

Application Support (Tier 2)

SBCAPCD 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.

*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) that SBCAPCD 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. SBCAPCD shall submit quarterly progress reports (“Reported Activities”) with each invoice submitted to CHDC.

SBCAPCD shall submit for CHDC review and approval, a detailed estimated budget, and related fees for the applicable Tier. SBCAPCD shall not commence the Services until a budget has been approved by CHDC. Subject to the foregoing, SBCAPCD will provide Reported Activities to CHDC on the 15th of the month following the end of the quarter or as mutually agreed upon by SBCAPCD 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 SBCAPCD within thirty (30) days of the invoice.

V. Confidentiality

All information received by SBCAPCD (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 SBCAPCD and its representatives and shall not be used in any manner by or its SBCAPCD representatives except in connection with its performance under this MOU; provided, however, that SBCAPCD may disclose such information to SBCAPCD'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

SBCAPCD 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. SBCAPCD 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. SBCAPCD 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 SBCAPCD ability to perform the MOU. SBCAPCD must



immediately advise CHDC in writing of any potential new conflicts of interest throughout the MOU term.

VII. Indemnification

SBCAPCD 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 SBCAPCD or SBCAPCD'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 SBCAPCD'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 SBCAPCD'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 SBCAPCD. The provisions of this section shall survive the expiration or termination of this MOU.

VIII. Insurance

Where applicable, SBCAPCD 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 SBCAPCD'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 SBCAPCD 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 AIR DISTRICT:

Santa Barbara County Air Pollution Control District
260 N. San Antonio Road, Suite A
Santa Barbara, CA 93110
Attn: Aeron Arlin Genet, Air Pollution Control Officer
AAG@sbcapcd.org

X. Termination and Amendment

Should SBCAPCD fail to perform or provide prompt, efficient, and thorough service, or if SBCAPCD fails to complete the scope of work within the time limits as agreed upon with CHDC, SBCAPCD shall inform CHDC in writing of such inaction. SBCAPCD 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

SBCAPCD, 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 SBCAPCD under this MOU, including those of federal, state, and local agencies having jurisdiction and/or authority. SBCAPCD 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 SBCAPCD 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 SBCAPCD. The parties acknowledge and agree that the provisions of this MOU shall be binding to SBCAPCD and its subcontractors, employees, and agents to the extent applicable by their terms.



XIII. Labor Requirements

If applicable, SBCAPCD 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**



Air District:

SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT, State of California.

By: _____

Name: **Aeron Arlin Genet**

Its: **Air Pollution Control Officer**


Driving Clean Assistance Program Memorandum of Understanding

January 2, 2025

This Driving Clean Assistance Program (DCAP) Memorandum of Understanding is by and between the Community Housing Development Corporation and the Santa Barbara County Air Pollution Control District.


APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Jennifer Richardson (Jan 6, 2025 12:27 PST)
District Counsel


APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Greg Milligan (Jan 6, 2025 14:01 PST)
Risk Manager

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy