

**SILICON VALLEY CLEAN ENERGY
DECARBONIZATION GRANT PROGRAM AGREEMENT**

THIS AGREEMENT is made and effective as of March 1, 2023 ("Effective Date"), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY ("SVCE"), an independent public agency, and **The Town of Los Altos Hills**, a municipal corporation ("Recipient"). In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. RECITALS. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. SVCE's decarbonization grant program ("Program") will provide over \$1.5M in grants to member jurisdictions, public agencies, and community groups to plan and develop decarbonization demonstration and engagement projects.

B. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for a decarbonization demonstration or engagement project ("Project"). The scope and estimated budget for the Project are included in Exhibit A.

C. SVCE finds that the use of Grant Funds described herein furthers a public purpose and meets the goals and objectives established for the Program, and desires to award Recipient a one-time grant pursuant to the terms of this Agreement.

2. GRANT. SVCE hereby agrees to provide funding to Recipient in an amount not to exceed **\$70,000**, subject to the provisions of this Agreement ("Grant Funds"). Such Grant Funds shall be disbursed to Recipient on a reimbursement basis. It is agreed and understood that the Grant Amount is a ceiling and that SVCE will only reimburse the allowable cost of services actually rendered as authorized by SVCE at or below the Grant Amount established herein.

3. REIMBURSEMENT OF GRANT FUNDS. Grant Funds shall be reimbursed pursuant to the following process:

A. SVCE shall reimburse Recipient for its actual and reasonable costs of constructing the Project up to the agreed upon Grant Funds.

B. Requests for payment submitted to SVCE shall include: 1) an itemized list of all expenditures; and 2) supporting documentation that clearly identifies the expenditure(s) in relation to the scope of the Project set forth in Exhibit A of this Agreement. Payment requests should be aggregated and submitted no more often than once per month.

C. SVCE shall process requests for payment and remit payment within 30 days.

D. If, in SVCE's sole discretion, the request for payment is incomplete, inadequate, or inaccurate, SVCE may dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Recipient by a contractor, or other consequence, because of delays in payment or other breach of

the agreement between the Recipient and the contractor are the responsibility of the Recipient and are not reimbursable under this Agreement.

E. Unless otherwise authorized by SVCE in writing, Recipient shall submit all documentation of Project completion, including a final request for payment, within sixty (60) days of Project completion.

F. Final payment of remaining Grant Funds, including any amounts withheld from previous payments, shall be paid up to the total amount of the actual Project cost, not to exceed the Grant Funds amount set forth in this Agreement, upon completion of the Project, receipt of the final report and final request for payment from the Recipient in a form and content satisfactory to SVCE.

4. USE OF GRANT FUNDS. Recipient shall use the Grant Funds to support the Program as set forth in Exhibit A. Any use(s) of Grant Funds not contemplated in this Agreement must be approved in writing by SVCE. This Agreement was awarded to Recipient based on the application submitted by Recipient with the intention that the awarded funds would be used to implement the Project as described in Exhibit A. Any substantive deviation during Project implementation may require reevaluation or result in loss of funding. In no event shall Recipient's Grant Funds or scope of work be increased. If Recipient knows or should have known that substantive changes to the Project will occur or have occurred, Recipient will immediately notify SVCE in writing. SVCE will then determine whether the Project is still consistent with the overall objectives of the Program and whether the changes would have negatively affected the Project ranking during the Grant evaluation process. SVCE reserves the right to have Grant Funds withheld from Recipient, or refunded to SVCE, due to Recipient's failure to satisfactorily complete the Project or due to substantive changes to the Project.

5. TERM. This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the final Grant Funds are paid to Recipient, unless sooner terminated pursuant to the provisions of this Agreement. Projects must be complete no later than December 31, 2024.

6. REPORTING AND RECORDS. Recipient agrees to cooperate with SVCE and provide requested information, if any, related to the use of Grant Funds and the Project, including for the purposes of SVCE's evaluation, measurement, and verification activities for the Program. Recipient will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of Project operation, Program compliance, and Project records, analysis of facility billing metered data, analysis of data collected from facility-owned submetering, and collection of supplementary metered data on-site. All information collected will be held confidentially and will be used by SVCE or its authorized representative for Program analysis purposes only. Recipient is responsible for ensuring, through a separate agreement between Recipient and property owner, that property owner shall cooperate with SVCE to provide any documentation and assist in analysis and provide access to the Project site at reasonable times, during the construction of the Project and for a period of up to two (2) years from the completion of the Project. During the course of the Project and for three (3) years thereafter from the receipt of the final Grant Funds, the Recipient agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SVCE may require. The Recipient agrees to have financial and compliance audits performed as SVCE may require.

7. **LEGAL RESPONSIBILITIES.** Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance under this Agreement. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this Section.

8. **PREVAILING WAGES.** By accepting the Grant Funds, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, to the extent required by California law, Recipient shall ensure that prevailing wages are paid, that the project budget for labor reflects these prevailing wage requirements, and that the project complies with all other requirements of prevailing wage law, including that Recipient's subcontractors also comply with all applicable public works/prevailing wage requirements.

9. **PROCUREMENT.** At minimum, Recipient shall solicit at least three bids and select the lowest bidder when procuring goods or services, where the costs are eligible for reimbursement under this Agreement. In the event the Recipient is required by statute or policy to solicit additional bids or follow a more stringent solicitation process, Recipient shall follow such process. Recipient may also procure goods and services through California Government Code section 4217.10.

10. **CALIFORNIA PUBLIC RECORDS ACT.** Recipient acknowledges that SVCE is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq.*). SVCE acknowledges that Recipient may submit information to SVCE that Recipient considers to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, SVCE shall notify Recipient that such request has been made. Recipient shall be solely responsible for taking whatever legal steps are necessary to protect Confidential Information and to prevent its release to the Requestor. Without limiting SVCE's right to disclose Confidential Information as may be required by law, if Recipient takes no such action after receiving the foregoing notice from SVCE, SVCE shall be permitted to release information it deems subject to disclosure.

11. **NOTICES.** Any notices provided under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

SVCE: Silicon Valley Clean Energy Authority
333 W. El Camino Real #330
Sunnyvale, CA 94087
Attention: Kevin Armstrong

RECIPIENT: Town of Los Altos Hills
26379 Fremont Road
Los Altos Hills, CA, 94022
Attention: Cody Einfalt

12. INDEPENDENT CONTRACTOR.

A. Recipient shall at all times remain as to the SVCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither SVCE nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the SVCE. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against SVCE, or bind SVCE in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, SVCE shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for SVCE. SVCE shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

13. **INDEMNIFICATION.** Recipient shall indemnify, protect, defend and hold harmless SVCE, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which SVCE, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

14. INSURANCE.

A. On or before the commencement of the term of this Agreement, Recipient shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage in compliance with the requirements in this Section. Recipient shall maintain such coverage in full force at all times for the duration of this Agreement, at its sole cost and expense. Nothing herein shall be construed as a limitation on Recipient indemnification obligations under this Agreement.

B. Recipient shall maintain the following minimum insurance coverages:

- 1) Workers' compensation, as required by the State of California;
- 2) Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required;
- 3) Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

C. Such coverages shall be issued by an insurer(s) licensed to conduct business in the State of California, with a minimum A.M. Best's Insurance Rating of A:VII unless otherwise

approved in writing as satisfactory to SVCE. The Recipient may satisfy its obligations under this Section through self-insurance.

D. The insurance limits required by SVCE are not represented as being sufficient to protect Consultant. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

15. DEFAULT AND TERMINATION. Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Grant Funds not yet disbursed hereunder, require the return or repayment of Grant Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or (d) a material breach of this Agreement.

16. NON-APPROPRIATION. Recipient acknowledges that SVCE is a public agency. In the event that sufficient funds for the performance of this Agreement are not appropriated by the SVCE Board of Directors in any fiscal year covered by this Agreement, this Agreement may be terminated by SVCE, without penalty, by giving notice to Recipient of such facts and of SVCE's intention to terminate.

17. NON-WAIVER. Failure to exercise any right the SVCE may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

18. AMENDMENT OF AGREEMENT. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Recipient and the SVCE.

19. ASSIGNMENT PROHIBITED. In no event shall the Recipient assign or transfer any portion of this Agreement.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Santa Clara, State of California.

21. NO THIRD-PARTY BENEFIT. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.

22. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

23. RECIPIENT'S AUTHORITY. Recipient represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Recipient; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

25. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. COMMUNICATIONS AND ENGAGEMENT. Recipient agrees that SVCE may use and publicize information and visual materials (photos, videos, etc.) related to this project, including (but not limited to) information and visual materials provided in this application, updates, or follow-up information. Recipient will coordinate in good faith with SVCE on follow-up activities, such as interviews, outreach coordination, photo or video shoots, requests for additional information, and the design of educational materials and signage related to the project. Recipient will work with SVCE to schedule all coordination and activities within a determined and mutually agreed-upon time frame and understand that refusal or failure to collaborate on marketing and outreach may result in termination of the funding.

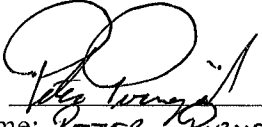
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

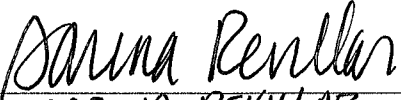
SILICON VALLEY CLEAN ENERGY AUTHORITY

DocuSigned by:
Monica Padilla
573FC104110B4C0...
NAME: Monica Padilla
TITLE: COO & Director of Power Resources

APPROVED AS TO FORM:
DocuSigned by:
Lindsay Thorson
B99A5FD938044B9...
NAME: Lindsay Thorson
TITLE: Acting General Counsel

[RECIPIENT]

By: 
Name: PETER KIRNEJAD
Title: CITY MANAGER

By: 
Name: SABINA REVILLAR
Title: Administrative Services Director

*[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer. Signature of City Manager is required for cities.]*

EXHIBIT A

[attach Application]

October 19, 2022

Anthony Eulo (anthony.eulo@svcleanenergy.org)
Silicon Valley Clean Energy

Subject: SVCE Community Decarb Engagement Grant Application

Dear Anthony:

Please accept Town of Los Altos Hills' application for SVCE Community Decarb Engagement Grant. I am hoping that we have provided all the required details for the application.

If you have any questions, please email at smangalam@losaltoshills.ca.gov or call me at 650-947-2507.

Sincerely,

Sofia Mangalam

Sofia Mangalam Planning Director

Subject: **SVCE Community Decarb Engagement Grant Application**

1. OVERVIEW

The Town of Los Altos Hills is applying for a \$70,000 grant from Silicon Valley Clean Energy for a decarbonization community engagement project to educate the public on a variety of electrification, renewable energy, EV, battery storage, microgrid and load shifting technologies already in use or soon to be implemented at our Town Hall facility on Fremont Road. The funds will be used to design & build an educational kiosk and matching website explaining the benefits (and potential challenges) of these technologies, and decarbonizing buildings in general, and will be available to the entire SVCE community.

2. GOALS

1. Encourage understanding and adoption of advanced decarbonization strategies by residents, architects, students, and the community at large.
2. Design & deploy an attractive and informational learning center with both physical and virtual components to convey advanced methods used at the Los Altos Hills town hall complex to achieve building decarbonization with excellent resiliency during outages.
3. Leverage existing Los Altos Hills decarbonization projects, including the existing solar PV array, heat pumps, stationary BESS, backup generator, and microgrid controls: this grant helps the town publicize these existing projects & technologies to broaden their impact.

3. SPECIFICATIONS

The sections below clarify different aspects of our proposal, addressing the different requirements identified in the grant description.

SVCE Community Decarb Engagement Grant Application

October 19, 2022

Page 2

4. Project Lead

Cody Einfalt, MPA and Management Analyst

Address: Town of Los Altos Hills, 26379 Fremont Road, Los Altos Hills, CA, 94022 Email:

ceinfalt@losaltoshills.ca.gov

Phone: (650) 947-2508

5. Project Description

We will use SVCE grant funds to design and implement an informational learning resource with both physical and virtual (web based) components to describe and promote the advanced methods used at the Los Altos Hills town hall complex (including solar PV, batteries, heat pumps, microgrid controls, etc) to achieve building decarbonization and resiliency during power outages.

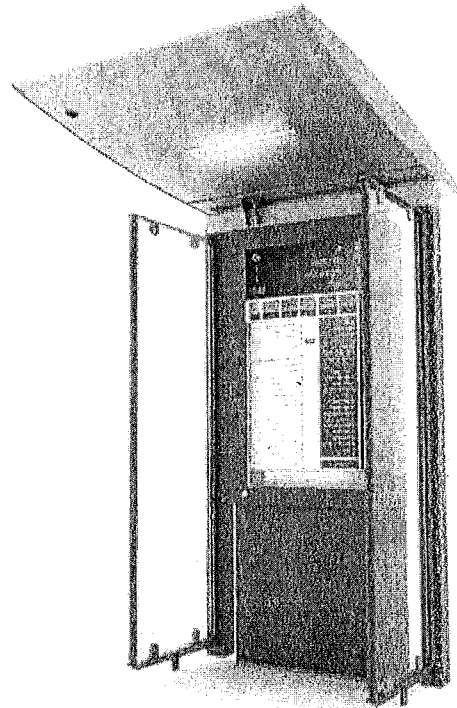
We propose a physical kiosk or other outdoor site with easy access by the public but sheltered from the elements. This physical site will include both static infographics and touch screen displays. We propose the kiosk be solar powered like

the example at right ([image source here](#); another option [here](#))

For broader access we will provide mirrored content in an online format on the town's primary website (<https://www.losaltoshills.ca.gov>).

The content will describe the various decarbonization technologies including technologies such as solar PV, heat pumps, inductive microgrid controls. Equivalent technologies available for residential use are also described. The environmental benefits of each of these technologies in the context of the town's greenhouse gas reduction targets and the town's 2021 Climate Action Plan.

The displays will provide system component size & characteristics (e.g. kW of PV, kWh of storage) together with real-time energy flows (e.g. current power output of PV system and current power usage) will be available for public viewing 24x7 both onsite (e.g. via the kiosk) and online via the town's website.



SVCE Community Decarb Engagement Grant Application

October 19, 2022

Page 3

A description of SVCE's involvement – and their critical role as supplier of clean renewable energy for town hall and our residents – will also be included.

6. Project Budget

Project budget estimates are shown below, including the total cost for the electrification project and source of other funds.

LAH Project Budget

Line Item Description	SVCE Grant Funding	Other Funding*	Total Cost (Line B + C)
Project Management (LAH Town Staff)	\$ -	\$ 5,000.00	\$ 5,000.00
Design of Kiosk and Web pages	\$ 20,000.00	\$ -	\$ 20,000.00
Content Review & Approval	\$ -	\$ 10,000.00	\$ 10,000.00
Solar Powered Kiosk	\$ 15,000.00	\$ -	\$ 15,000.00
Construction (Kiosk & signage supports)	\$ 10,000.00		\$ 10,000.00
Content Creation & Deployment	\$ 25,000.00	\$ -	\$ 25,000.00
Totals	\$ 70,000.00	\$ 15,000.00	\$ 85,000.00

LAH Project Funding Sources

The total of Other Funding Sources will match Total Other Funding Contribution above.

Source of Other Funding	Monetary	In-Kind \$ Value	Total Contribution of Funding from Other Sources (Line B + C)	Funding Secured (yes/no)
LAH Funds	\$ 5,000.00	\$ -	\$ 5,000.00	Yes
LAH Committee Volunteers	\$ -	\$ 10,000.00	\$ 10,000.00	Yes
	\$ -	\$ -	\$ -	
Totals Other Funding Contributions	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	

7. Project Timeline

- **Award Announcement by SVCE:** December 5, 2022
- **Grant Agreement Established with SVCE:** January 2023. (Sample grant agreement provided by SVCE [here.](#))
- **Release of detailed RFP to qualified bidders:** April 2023
- **Agreement with selected contractor:** July 2023

SVCE Community Decarb Engagement Grant Application

October 19, 2022

Page 4

- **Design complete:** October 2023
- **Implementation complete:** February 2024
- **Deadline for Spending Grant Funds:** December 31, 2024

8. Responses to Grant Selection Criteria

SVCE grant criteria and description of application fulfillment of each:

9. Value as a decarbonization engagement project in terms of project scope and scale and anticipated breadth and/or depth of community coverage (30 points)
 - a. Los Altos Hills has been a leader on decarbonization efforts since the first town hall solar PV system was installed in 2005 and culminating in our advanced stationary BESS/microgrid project now nearing completion. This project will leverage those existing projects to promote others to adopt similar technologies.
 - b. By providing both an onsite and online resource we can share our advanced decarbonization project details with the entire SVCE community, including residents, schools, contractors, etc.
 - c. The resulting educational kiosk and web page will be promoted through various forms of city outreach, for example: the City Manager's report, the town newsletter, the town website, at various town events, at the planning desk, and Nextdoor posting(s).
 - d. We note that a response to a Grant Question stated funds could not be used for capital projects. While our project does include some capital expenditures, we believe they fall under the approved categories of signage and "other costs like printing, advertising, etc.", so should be allowed.
10. Appropriateness of the proposed project message as it relates to decarbonization (10 points);
 - a. The project will cover all aspects of decarbonization, including clean renewable energy generation (PV), use of efficient electric options (EVs, heat pumps, induction cooktops), battery storage (both stationary and V2G), and load shifting strategies to address the California "duck curve".
 - b. Few other cities or towns have made as much progress on all these aspects of decarbonization. This project will help inform and encourage other municipalities and residents to follow quickly.

11. Quality of project implementation plan in terms of overall coherence and practicality of approach (20 points) and proposed evaluation and measurement methods (10 points);
 - a. Los Altos Hills has an excellent track record of completing similar projects, including our LEED-certified horse barn, town hall solar project, TEDx Los Altos Hills, and our latest stationary BESS/microgrid project.
 - b. Our Town Hall has been the site of a number of educational and public art displays, including historical displays, resident-made artwork, and a real-time solar monitoring system.
 - c. Once the grant is approved, we will reach out to appropriate contractors who can provide detailed help on design and implementation.
12. Likelihood of completion during grant time period (10 points);
 - a. Two full years will be more than sufficient to complete the project. The basic workplan will include these main steps, some of which may overlap:
 - i. One approved, town staff & select committees will finalize the key goals and objectives of the project (estimated 3 months maximum duration).
 - ii. Town staff will contract with appropriate partner(s) via a formal RFP process (3 months max).
 - iii. Contractor(s), staff and committees will iterate on content development and hardware selection (3 months max).
 - iv. Staff will oversee purchase & installation of required equipment and updates to web content (3 months max).
 - v. Staff and committees will test equipment and web content and prepare for public launch (3 months max).
 - vi. Staff and committees will develop and schedule maintenance plan (2 months max).
13. History of meeting grant deliverables, and/or meeting SVCE outreach expectations (10 points); and
 - a. Los Altos Hills staff worked closely with the SVCE MAWG to complete our first REACH code. We expect this project to be similar, in that it will require cooperation between town staff, committee members, and outside consultants.
 - b. SVCE staff have presented at a number of our public town meetings and have attended many of our community events, so SVCE is aware of our outreach ability.
 - c. The town is actively engaged in a community grant "Town Hall Backup Power Resiliency Capital Project" begun in October 2021 and partially funded by a grant from SVCE. The project is being managed by Cody Einfalt and we selected Syserco as the

implementation contractors. The project is on schedule and on budget. Sample weekly project report [here](#).

14. Diversity of approaches and audiences across SVCE territory when considering all applications received (10 points).
 - a. We believe the leading-edge nature of our project, leveraging advanced decarbonization projects, will be unique.
 - b. We believe this could be a resource for all SVCE stakeholders, demonstrating and describing technologies which can be adopted for other municipal buildings and also by homes throughout the SVCE territory.