



Community Grants Program

Applications must be received by July 22, at 5:00pm Pacific Time

1. Contents

2. Grant Overview	2
3. Applicant and Project Eligibility	2
4. Project Requirements	5
5. Eligible and Ineligible Project Costs	6
6. Technical Assistance (opt-in)	8
7. Grant Funding and Timeline	8
8. Grant Selection Criteria and Application Process	9
9. Grant Pre-Application Webinar and Grant Agreement	11

Grant Overview

The Silicon Valley Clean Energy (SVCE) Community Grants Program will support schools and community organizations in the SVCE service territory with building electrification, transportation electrification, and energy resilience projects. This grant, alongside other SVCE programs, emphasizes how all-electric technology can reduce greenhouse gas (GHG) emissions and provide cost-saving benefits for local communities. Through this grant opportunity, SVCE upholds its mission to increase access to clean, affordable, reliable power for community-serving groups through programmatic efforts.

Funded projects aim to reduce GHG emissions, lower long-term energy and transportation costs, increase savings on customers' energy bills, and build awareness among constituents about the benefits of all-electric technology. Gas-powered buildings and vehicles are a major source of air pollution that can negatively impact communities and community health. Transitioning to all-electric technologies helps reduce harmful emissions, improves air quality, strengthens resilience during power outages, and creates healthier spaces for community members to live, work, and learn in.

SVCE will offer capital funding and technical assistance to address the financial and capacity-related barriers that often prevent schools and community organizations from pursuing all-electric projects. By helping offset costs and supporting project implementation, SVCE aims to make the transition to all-electric more feasible and affordable for mission-driven organizations and cost-conscious customers in support of their sustainability goals.

SVCE invites applications from schools and community organizations ("Applicants") seeking to implement electrification and energy resilience projects. To better support the distinct needs and capacities of these different applicant types, funding will be distributed through two separate funding pools. SVCE defines and outlines eligibility for these two groups below.

Applicant and Project Eligibility

Funding Eligibility

SVCE has allocated a total of \$3.2 million for this grant program. Funding will be distributed through two funding pools to better support the distinct needs and capacities of schools and community organizations. \$2.2 million is available to support projects led by schools and \$1 million is available to support projects led by community organizations. **No matching contribution is required.**

School Eligibility

To be eligible for funding, school Applicants must meet **all** of the following criteria:

- Be located in the SVCE service territory
 - The SVCE service territory includes Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale, and Unincorporated Santa Clara County
 - Be a current SVCE customer and have owned and/or operated a building that has received energy services from SVCE for at least five years
- Be able to enter into the SVCE standard agreement (listed on page 13)
- Be considered one of the following:
 - Public School District
 - Charter School
 - Private K-12 School
 - Community College

Community Organization Eligibility

To be eligible for funding, community organization Applicants must meet **all** of the following criteria:

- Be located in the SVCE service territory
 - The SVCE service territory includes Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale, and Unincorporated Santa Clara County
- Be a current SVCE customer and have owned and/or operated a building that has received energy services from SVCE for at least five years
- Be able to enter into the SVCE standard agreement (listed on page 13)
- Have a 501(c)(3) designation or be an organization fiscally sponsored by a 501(c)(3) designation (with fiscal sponsorship agreement).
- Be considered one of the following:
 - Nonprofit
 - Charitable Organization
 - Community Services




If you are unsure if you are a SVCE customer, please contact staff at 1-844-474-SVCE (7823) or email info@svcleanenergy.org with your organization name, address, and PG&E account number. Staff will confirm eligibility.

Site and Project Eligibility

Eligible projects must be located at a site within the SVCE service territory and must serve the Applicant's organization and their community. Projects must include

an educational component that allows community members to learn from and engage with the funded project.

The table below provides examples of eligible project categories and associated technologies supported through this grant program. The list is not exhaustive. SVCE will consider proposed projects that align with its mission, reduce emissions, and meaningfully engage with the community.

Eligible Projects Include	
<p>Building Electrification</p> 	<p>Replacing fossil-fuel systems in your building with all-electric equipment can improve local air quality, make appliances more efficient, lower long-term energy costs, and reduce safety risks from gas fuel lines.</p> <ul style="list-style-type: none"> • Removing gas appliances, electric resistance equipment, and related piping • Installing efficient electric alternatives, such as electric heat pump water heaters and heat pump space and water heating • Electrifying a centralized heating system that serves multiple buildings on a campus • Installing induction cooktops and electric ranges and ovens
<p>Building Energy Resilience</p> 	<p>Adding solar paired with battery storage or adding battery storage to existing solar on a building can provide cost savings, create reliable back-up power during outages, and allow buildings to function as a resilience center.</p> <ul style="list-style-type: none"> • Adding solar panels paired with battery storage to rooftops, optimizing panel if needed to increase efficiency and reduce energy costs • Pairing new battery storage with existing panels to maintain power for important devices like refrigeration, heating and cooling, lighting, medical equipment, and more
<p>Electric Vehicles & Infrastructure</p> 	<p>Transitioning to Electric Vehicles (EV) and installing their related infrastructure (EVI) can benefit the environment and the community by lowering emissions, providing cheaper operating costs, and making car charging convenient and easy.</p> <ul style="list-style-type: none"> • Level 1 120-volt wall outlet • Level 2 (L2) 240-volt wall outlet for faster charging (4-10 hours) or Direct Current Fast Charging (DCFC) for fastest charging (30 minutes- 1 hour)

	<ul style="list-style-type: none"> • L2 or DCFC charging port and/or station for employee parking at an existing building or for publicly accessible locations • Make-ready space by equipping existing parking spot(s) with the necessary electrical equipment for future EV charger installation • Purchasing EVs for school or community use (e.g., school buses, maintenance vehicles, shuttle services) or installing EV infrastructure to support existing all-electric fleets
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Project Requirements

Education & Engagement Plan

Each Applicant must provide an Education & Engagement Plan (“Plan”) in their proposal that broadly overviews how their project will be used to educate and engage with community members, relevant audiences, and/or users of the project site (e.g., students, faculty, staff, parents or guardians, and clients). The Plan should describe how the funded project will be communicated with the community, including the benefits of the selected technologies and the project’s role in community health, affordability, and/or sustainability goals. Applicants with existing sustainability goals or related initiatives are strongly encouraged to explain those efforts in their Plan.

Applicants must also cooperate and coordinate with SVCE upon project completion on joint public outreach efforts. Applicants will be required to host a community ribbon cutting event, open house, or similar public event following the project’s completion. Applicants must display a plaque or permanent signage visible to the public, create a pop-up banner with project details, and coordinate with SVCE on a joint press release and social media post. Applicants can also choose from a list of optional outreach initiatives that communicate the project and its benefits to relevant audiences, including an informational flyer, informational brochure, and/or an organized field trip that includes an educational component.

These outreach methods are intended to highlight the completed project’s benefits for the community and to provide an opportunity for community learning. SVCE will lead the planning of, cover costs, and execute these outreach activities. Applicants must agree to work with SVCE on these required components. Applicants will not receive final payment until all required outreach is complete.

In addition to the required items above, please include in your Plan:

1. A primary contact person for coordinating with SVCE on the Education & Engagement Plan initiatives.

2. List out the main languages spoken in the community your facility/ organization serves.

Additional Requirements

Solar and Battery Project Requirement:

Applicant understands that to receive grant funds for solar and battery storage projects, SVCE shall have the first right of refusal to receive attributes from the project, such as resource adequacy (RA) and renewable energy credits (RECs), or other energy and capacity attributes. During the procurement process, the Applicant must request that the vendor provide the following information: Option 1) bid for the project including attributes (vendor gives up right to attributes) and Option 2) bid for the project without attributes (vendor owns right to attributes). SVCE will review vendor responses before the Applicant begins contracting with the vendor. If the project is contracted for under Option 1, and if SVCE does not communicate a need to use the project's attributes, the vendor may keep the attributes.

Demand Energy Resources Requirement:

Applicant understands that to receive grant funds for distributed energy resource projects (e.g., solar + battery, electric vehicles, demand-side management), their site may be required to participate in an SVCE Demand Flexibility or Demand Response (DR) program. If the Applicant is interested in participating in an external Demand Flexibility or DR program, they must notify SVCE to receive approval.

Stacking Grant Policy:

SVCE will allow stacking with regional, utility, state, and federal grants. If your organization was awarded a grant previously for the same project you are applying for, please list the grant, awarding agency, amount, and how the SVCE grant will be used in the budget narrative and table.

SVCE will also allow stacking with existing SVCE initiatives and incentives, including:

- [Rebates for electric upgrades](#)
- [Incentives finder](#)

Eligible and Ineligible Project Costs

Eligible Project Costs

Eligible project costs include but are not limited to:

- Purchase of eligible equipment:
 - Solar and battery storage

- Battery storage to existing solar
- Heat pump water heater
- Heat pump heating and air conditioning
- Induction cooktop and other electric cooking appliances
- Other alternatives to gas-powered appliances that align with the SVCE mission
- Electrical upgrades required to support project implementation
 - Panel upgrades
 - Wiring
 - Interconnection
 - Other costs associated with the upgrade
- Contractor Costs
 - Construction
 - Labor
 - Design work if the Applicant is not utilizing SVCE's offered technical assistance
- City Costs
 - Permitting
 - Inspection
- Costs associated with engagement activities
 - Ribbon cutting event
 - Tours of completed site
 - Field trips
 - Plaque, kiosk, or other permanent signage listing the benefits of the project at the site
 - Banners, flyers, brochures, placards, or other temporary portable signage listing the benefits of the project at the site
 - Translation costs associated with any of the above listed items

Ineligible Project Costs

Ineligible project costs include but are not limited to:

- The following equipment and projects:
 - Solar not paired with battery storage
 - Energy efficiency measures
 - Water efficiency measures
 - Lighting upgrades
 - Landscape upgrades
- Engagement activities that only address online engagement (e.g., webinars, online surveys).
- Physical maintenance costs that are not related to the project's primary purpose of building and transportation electrification or energy resilience (e.g., asphalt and repainting).

Technical Assistance (opt-in)

SVCE will offer optional technical assistance at no additional cost to grant awardees to support the technical components of their proposed projects. Technical assistance is intended to help grant awardees navigate project planning and implementation, and to reduce technical barriers, especially for organizations without previous experience with these types of projects.

Technical assistance may include support such as:

- Assessing site conditions and project feasibility
- Understanding and selecting appropriate electrification, solar, or battery technologies
- Estimating project costs and greenhouse gas emissions reductions
- Reviewing contractor bids and technical proposals
- Identifying and coordinating available incentives or rebates
- Addressing technical questions as they come up during project implementation
- Supporting clear, accessible communication of technical information related to the project
- Providing education and training on use and maintenance of new equipment

Applicants **must** state in their application whether they would like to opt-in for this technical assistance support. Technical assistance will be provided to all grant awardees who request it for the full duration of their projects (planning through implementation). For EV and EVI projects, technical assistance will be provided through the SVCE existing technical assistance program. For building electrification and solar paired with battery storage projects, technical assistance will be provided by CLEAResult in coordination with SVCE.

Grant Funding and Timeline

SVCE has allocated a total of \$2.2 million for schools and anticipates funding two to four (2-4) projects. The minimum amount that can be requested by school Applicants is \$500,000 and the maximum amount is \$1 million. SVCE has allocated a total of \$1 million for community organizations and anticipates funding one to three (1-3) projects. The minimum amount that can be requested by community organizations Applicants is \$300,000 and the maximum amount is \$1 million.

Final award amounts will be determined based on project scope, community benefits, and available funding. Grant funds will be disbursed in the full amount **after** project completion.

The expected timeline is:

Activities	Date & Time
Grant Application Released	Wednesday, March 25, 2026
Pre-Application Grant Webinar	Thursday, April 16, 2026, at 3 p.m. PT
Pre-Application Questions Due	Friday, May 1, 2026, at 5 p.m. PT
Responses to Questions Posted	Friday, May 8, 2026
Grant Applications Due	Wednesday, July 22, 2026, at 5 p.m. PT
Award Announcement	September 2026
Grant Agreement Established	At the earliest convenience
Deadline for project completion	Sunday, December 31, 2028

Please note that all components of the project (e.g., planning, construction, engagement activities, and reimbursement submission) must be completed before the December 31, 2028, deadline.

This tentative timeline is provided for the convenience of Applicants but may be subject to change at any time by SVCE, in SVCE sole discretion.

Applicants can send pre-application questions to solicitations@svcleanenergy.org.

Grant Selection Criteria and Application Process

Selection Criteria

Applications will be assessed based on the following criteria. Please incorporate the following into your proposal:

1. Selection and purpose of project type, project impact, and benefits to the organization and to the community (30 points);
2. Quality of project scope and implementation plan and technical viability (project management of construction) (25 points);
3. Diversity and creativity of approaches to maximize the long-term benefits of the project for the local community, public, and/or school community (20 points);
4. History of grants awarded, success of project execution, and ability to stay within budget and timeline (15 points);
5. Quality of Education & Engagement Plan. List the strategies, methods, and goals for communicating with relevant audiences. Include any additional assistance needed from SVCE to carry out the plan (10 points).

Application Process and Requirements

Applicants must provide the following information in a proposal of no more than 7 pages: Please title the email subject “[INSERT NAME] Grant Application for Community Grants Program:[PROJECT NAME]” and send to solicitations@svcleanenergy.org. The grant application must be sent as a single PDF document.

Please provide the following in the document:

- Name of the Applicant, the address of the administrative office, and the email, phone number, and role of each staff member on the project team. If applicable, please include the Project Manager and the Communications Lead for the project. Site address and PG&E account number must be included.
- One paragraph summary of the proposal. Include project type (from the eligible projects table) and the total amount requested. Include if you would like to opt-in for technical assistance to support all or part of the project. The summary must be signed by a signatory who is empowered to obligate the organization and agrees to the terms & conditions set forth on page 13.
- Describe the value of the project and how it supports the Applicant's community and constituents. What impact will this project have? What are you hoping to learn about all-electric technologies from the project? What will the long-term benefits for your organization and community be? Quantify the impacts, if possible, (e.g., cost savings or GHG reductions) and/or describe the overall desired goal for this project.
- Explain the organization's demonstrated capacity to complete the project, including a history of project management, community engagement, facilities upgrades, and grant management.
- A budget narrative and justification for the project's activities and how SVCE funding will be used. Please include an approximate amount for the project and any additional components as part of the total requested amount. List any external grants and in-kind resources that will be used for the project. There is no matching contribution required.
- Project work plan and timeline. The work plan must include details on how the Applicant will manage the project and operationalize the end product, if applicable.
- Describe the Education & Engagement Plan detailing how you will communicate the project benefits with and educate your community on the installed all-electric technologies. What tools will you use to effectively communicate the project? What are the main languages spoken in the community your facility/ organization serves? Is there any additional support you require from SVCE to assist with effective communication with your community?
- Proposed modifications to the Grant Agreement terms. Modification of the contract terms may be proposed by the Applicant for consideration by SVCE but are not guaranteed to be accepted. Rejection of the final terms from SVCE is grounds for disqualification.
- Required Attachments:
 - a. If applying as a nonprofit, please provide a determination letter for your organization or your fiscal sponsor.
 - b. If working with a fiscal sponsor, your fiscal sponsor organization will need to provide:

- i. Fiscal sponsorship letter taking responsibility for your organization's fiscal administration
- ii. Letter of request authorizing your organization to apply to SVCE for the amount you are requesting

Grant Pre-Application Webinar and Grant Agreement

Webinar Information

SVCE will hold an optional pre-application grant webinar on Thursday, April 16 at 3:00pm PT to describe the grant program, the application process, and to answer questions. Those interested in attending the webinar can register at:

https://svcleanenergy-org.zoom.us/webinar/register/WN_ILLeYBCYR2Os7KvPHs3r0w

Grant Agreement Information

Grant recipients will need to enter into a Grant Agreement with SVCE. Please see the template Grant Agreement below.

All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 7920.000 et seq. ("CPRA"). SVCE will not disclose any part of any proposal before it announces a recommendation for an award, on the grounds that there is a substantial public interest in not disclosing proposal during the evaluation process. After the announcement of a recommended award, all proposals received in response to this request for proposals will be subject to public disclosure.

Please note that to insure the proper and fair evaluation of a proposal, SVCE prohibits ex parte communication (i.e., unsolicited) initiated by the Proposer to an SVCE official or employee evaluating or considering the proposals prior to the time a decision has been made. Communication between Applicant and SVCE will be initiated by the appropriate SVCE official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Applicant from consideration or award of the proposal, then in evaluation, or any future proposal.

The submission of a proposal shall be deemed a representation and certification by the Applicant that it:

- Has read, understands and agrees to the information and requirements set forth in this request for proposals.
- Has the capability to complete the responsibilities and obligations of the proposal being submitted.
- Represents that all information contained in the proposal is true and correct.

- Acknowledge that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Applicant.
- Will provide any and all documentation related to the proposal in a timely manner.

This request for proposals does not commit SVCE to enter into a contract or disburse any grant funds, nor does it obligate SVCE to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract.

SILICON VALLEY CLEAN ENERGY COMMUNITY GRANTS PROGRAM

AGREEMENT

THIS AGREEMENT is made and effective on the date of last signature below (“Effective Date”) by and between the Silicon Valley Clean Energy Authority (“SVCE”), an independent public agency and **(Entity Legal Name)** (“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 Community Grant Program (“Program”) will provide \$3.2 million in grants to schools, nonprofits, and community-based organizations to support these groups in their transition to clean and resilient technologies.

B. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for building electrification, transportation electrification, and energy resilience (“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 **[Grant Amount]**, 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) a cover letter in the agency’s letterhead summarizing the project and requested dollar amount for reimbursement 2) an itemized list of all expenditures; and 3) 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 after Project completion.

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. Project completion dates shall not be extended unless SVCE determines, in its sole discretion, that extenuating circumstances justify an extension. Projects must be complete no later than **December 31, 2028**.

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/prevaling wage requirements.

9. PROCUREMENT. At minimum, Recipient shall abide by Recipient's purchasing regulations and policies and all California laws and regulations in procuring goods or services where the costs are eligible for reimbursement under this Agreement.

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: jessica.comejo@svecleanenergy.org

RECIPIENT:

[ENTITY]

[ADDRESS]

Attention: _____

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; WAIVER. 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. Recipient expressly waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This Section shall survive the terminate 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:

- Workers' compensation, as required by the State of California;
- Commercial general liability coverage with minimum limits of \$3,000,000 per occurrence and \$5,000,000 aggregate for bodily injury and property damage.

- ISO occurrence Form CG 0001 or equivalent is required;
- 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 Recipient. 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

NAME: _____
TITLE: _____

APPROVED AS TO FORM:

NAME: _____
TITLE: _____

***[RECIPIENT]**

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Note: Recipient represents and warrants that the signatory has the authority to bind the Recipient.]

EXHIBIT A

[Attach Grant
Application]