



REQUEST FOR PROPOSALS

ADDENDUM NO. 1

FOR

Competitive Member Agency Grant: Decarbonization Track

RFP Addendum No. 1

This RFP is hereby modified as set forth in this addendum. Revisions to pre-existing language in RFP are indicated either by ~~strikethrough~~ for deletions or red font underlined for insertions.



Competitive Member Agency Grant: Decarbonization Track

Applications must be received by Friday, March 28, 2025, at 5:00pm Pacific Time

As we collectively transition from gas infrastructure to all-electric, it is essential that the community experiences the feasibility and benefits of cleaner alternatives. The purpose of this grant program is to fund capital projects for building and transportation electrification and/or energy resilience projects, that demonstrate the feasibility of all-electric technology to the community.

Silicon Valley Clean Energy (SVCE) invites applications from member agencies (“Applicants”) for projects that will deploy and demonstrate electric equipment in community buildings and transportation.

Grant Program Eligibility

Applicants must be an SVCE member agency owning and/or operating a building that receives energy from SVCE. Member agencies are welcome to partner with community groups for project implementation. Two or more member agencies can partner on an application for a single project if a site/s serves both jurisdictions. Projects must include a mandatory plan to leverage the site/s for education and exhibition for the community and demonstrate both the direct emission reductions from the project and the potential for replicability at other sites (scaling potential for emissions reductions). Projects may incorporate energy resilience measures if desired and impactful.

Sites must be open to or regularly visited by the general public. Ideal sites include but are not limited to community centers, recreational centers, senior centers, town/city halls, public libraries, and parks. Applicants can incorporate several electrification measures into a single project. For example, a senior center can electrify its kitchen, host induction cooking classes, and install off-grid electric vehicle (EV) chargers. The table below provides example projects. It is not an exhaustive list, SVCE will consider projects that align with our mission, reduce emissions, and engage the community:

Eligible Projects Include		
Electric Vehicles & Infrastructure	Building Electrification	Building & Transportation Energy Resilience
Electric vehicles for community use (public	Removal of gas infrastructure and	Installation of solar and battery storage on a

rideshares, bookmobiles, shuttle services)	replacement with electric equipment at a public site (heat pump water heater or heating ventilation & air conditioning)	building to function as a resilience center (see requirement below)
Public EV chargers (level 2 chargers or direct current fast chargers)	Kitchen electrification	Installation of battery storage to existing solar on a building to function as a resilience center (see requirement below)
Bidirectional EV charging station and bidirectional fleet EV ¹	Electrifying a centralized heating system that serves multiple buildings at a site	Mobile off-grid EV chargers for emergency charging situations
	All-electric tiny homes for unhoused residents	

Solar and Battery Project Requirement:

Applicants understand 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) or other capacity attributes, and renewable energy credits (RECs). 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 RA or capacity attributes, the vendor may keep the attributes. Applicant understands that to receive grant funds for solar and battery storage projects, their site may be required to participate in an SVCE Demand Response (DR) program. If the Applicant is interested in participating in an external DR program, they must notify SVCE to receive approval.

Eligible and Ineligible Project Costs

Eligible project costs include:

- Purchase of technologies that are either listed in the above table or are alternatives to gas-powered appliances and align with SVCE's mission.
- Consultant costs for planning, designing, and construction of the project.

¹ SVCE is collaborating with PG&E on an upcoming Vehicle to Everything (V2X) pilot program. This program will recruit project partners in SVCE territory with bidirectional charging capabilities (both a charger and a compatible EV) to participate in a V2X pilot to test out hourly rates, grid reliability, and resilience during power outages. Member agencies that install bidirectional EV charging station(s) and purchase a compatible bidirectional EV for their jurisdiction's fleet may be eligible to receive additional EV infrastructure incentives from PG&E's V2X pilot program and to receive financial incentives of up to \$2/kWh through the Emergency Load Reduction Program for reducing electrical loads during grid emergencies. Please contact SVCE if your jurisdiction is considering applying grant funds to support bidirectional charging or bidirectional fleet EVs.

- Development of educational and engagement materials that are an even balance of in-person and virtual activities. Example activities include:
 - Tours of completed site and/or field trips.
 - Banners, flyers, brochures, kiosks, and placards highlighting the project.
 - Translation costs.
 - Ribbon-cutting or other event upon project completion.
- Fellow or intern. The fellow/intern’s assigned project must produce a deliverable directly related to decarbonization or complementary to the proposed project.

Ineligible project costs include:

- Solar projects not paired with a battery.
- Energy and water efficiency, lighting, and landscape upgrade.
- Permit fees.
- Permanent staff time.
- Engagement activities that only address online engagement (e.g., webinars, online surveys).
- Physical maintenance costs not related to the project’s primary purpose of electrification or resilience (e.g., asphalt and repainting).

Stacking SVCE & External Grants:

SVCE will allow stacking with the 2024 Noncompetitive Member Agency Grant. The Member Agency Noncompetitive Grant awarded each of the thirteen member agencies funding to support the development of capital or engagement projects that support the electrification of member agency facilities, public buildings, and/or electric vehicle infrastructure. While that grant program allows for enhancements to municipal or community sites that are not open to the community for demonstration purposes, this competitive grant must address sites that are open to the community. If an Applicant is inclined to stack these two grant programs on a single project, that project must be at a site that is open to the public and available for demonstration purposes. A separate grant application for the project must be submitted for both grant programs. Depending on the applicant pool, additional funds from the Competitive Member Agency Grant are not guaranteed. SVCE will allow stacking with regional, utility, state, and federal grants.

SVCE will not allow stacking with previous SVCE grants, such as the 2020 Community Resilience Grant and the 2022 Decarbonization Demonstration & Engagement Grant. While previous sites can be considered for this grant, all proposed work in this application should be a new project.

Grant Funding and Timeline

SVCE has allocated a total of \$3,000,000 in funding for this program and anticipates awarding 3 - 6 grants depending on the number and scope of the applications received. Applicants can request up to \$1,000,000 for a given project and may only apply for a single project. Grant funds will be disbursed in the full amount after project completion. The expected timeline is:

Activities	Date & Time
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Grant Solicitation Released	October 30, 2024
Pre-Application Grant Webinar	January 31, 2025 at PST 11:00pm am
Pre-Application Questions Due	February 14, 2025 by PST 5:00pm
<u>Responses to Questions Posted</u>	<u>February 21, 2025</u>
Grant Applications Due	March 28, 2025 by PST 5:00pm
Award Announcement	April 25, 2025
Grant Agreement Established	At the earliest convenience
Deadline to Spend Grant Funds	December 31, 2028

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

Grant Selection Criteria

Applications will be assessed based on the following criteria:

1. Level of decarbonization value, energy resilience value (when applicable), replicability, and potential decarbonization value at scale (decarbonization value meaning the ability to reduce carbon emissions) (30 points);
2. Quality of community engagement and education plan, community impact, and appropriateness of messaging (25 points);
3. Quality of project implementation plan (project management of construction) (20 points);
4. Diversity and creativity of approaches to engage the public across SVCE territory and/or larger region (15 points);
5. History of grants awarded and success of project execution and ability to stay within budget and timeline. If an Applicant has been awarded an SVCE grant previously, experience from that grant will be considered (10 points).

Grant Application Process and Requirements

Interested Applicants must provide the following information in a proposal of no more than 10 pages: Please title the email subject "[INSERT AGENCY] Grant Application for Decarbonization Track:[PROJECT NAME]" and send to solicitations@svcleanenergy.org. The grant application must be sent as a single PDF document.

Please provide:

1. The name of the agency, the address of the local office(s), and the email, phone number, and role of each staff member on the project team.
2. One paragraph summary of the proposal with the amount requested.
3. Describe the value of the project and how it supports your agency's greenhouse gas reduction goals or climate action goals. Why was it selected? What are you hoping to learn from the project? How will the project deliver immediate decarbonization and/or resilience benefits? How will it deliver/influence long-term decarbonization and/or resilience goals? Quantify the impacts, if possible, and discuss the more qualitative impacts.

4. Full description of the community engagement plan detailing how the project will benefit and educate the community. This plan should include approximate details on the intended signage, interpretive information, and/or hosted events that will be a part of the project. Who will benefit from the project? What communication tools will you leverage for the project? What metrics will you use to measure success?
5. A detailed budget table of the project's activities and how SVCE's funding will be used. Please list any external grants and in-kind resources that will be used for the project. There is no matching contribution required.
6. Project work plan and timeline. The work plan must include details on how the agency will manage the project and operationalize the end product, if applicable.
7. The organization's demonstrated capacity to complete the project, including a history of project management, community engagement, and grant management.
8. 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.

Grant Pre-Application Webinar

SVCE will hold an optional pre-application grant webinar on Friday, January 31, at 11:00am PST to describe the grant program and application process and answer questions. Those interested in attending the webinar can register at: https://svcleanenergy-org.zoom.us/webinar/register/WN_qDXCM9GkSV-RXg-RPZnVPA

Additional 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 MEMBER AGENCY GRANT 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 Member Agency Competitive Grant Program (“Program”) will provide \$3M in grants to member jurisdictions to plan and develop decarbonization demonstration, energy resilience, and engagement projects.

B. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for a decarbonization demonstration, energy resilience, and engagement projects (“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 **[ENTER PROGRAM END DATE]**

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.

9. 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.

10. 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.cornejo@svcleanenergy.org

RECIPIENT:

[ENTITY]

[ADDRESS]

Attention: _____

11. 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.

12. 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.

13. 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 \$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;
- 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 Recipient. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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: 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 Chief Executive is required for public agencies.]*

EXHIBIT A

[Attach Grant
Application]