

**REIMBURSEMENT AGREEMENT  
BETWEEN SILICON VALLEY CLEAN ENERGY  
AND  
CITY OF SUNNYVALE**

**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_, 202\_, (“Effective Date”) between Silicon Valley Clean Energy (“SVCE”) and City of Sunnyvale (“City”). SVCE and City are referred to below individually as a “Party” and collectively as the “Parties”. In consideration of the mutual promises and covenants contained herein, the Parties hereto mutually agree as follows:

1. Purpose of the Agreement. The City has allocated \$350,000 in funds to provide rebates (“City Rebates”) to City residents who purchase appliances to electrify their homes. The Parties have determined that it will be mutually beneficial for SVCE and City to include the City Rebates with the rebates SVCE provides to its customers (“SVCE Rebates”) residing within the City’s jurisdiction through its Home Rebates Program (“SVCE Program”). The Parties desire to take advantage of the economies to the Parties and convenience to SVCE customers of providing both City Rebates and SVCE Rebates to SVCE customers in one transaction. The purpose of this Agreement is to set forth the terms by which SVCE will provide the City Rebate to its customers, and by which City will reimburse SVCE for the payment of the City Rebate to the customers.

2. Term and Termination. This Agreement shall commence on the Effective Date and terminate on October 31, 2027, unless earlier terminated (“Term”). Either Party may terminate the Agreement without cause upon 30 days’ written notice to the other Party. Upon termination, City shall remit payment to SVCE for any Reimbursable Expenses (defined in Section 5 below) incurred by SVCE prior to notice of the termination.

3. Administrative Fee. The Parties do not anticipate that there will be a measurable cost to SVCE to administer the City Reimbursements and agrees to charge no fee to the City for administering the City Rebates (“Administrative Fee”) for the first 100 rebate payments. SVCE may charge an Administrative Fee of 3.7% of direct rebates being paid out by City after the first 100 customers, over the Term of this Agreement.

4. SVCE Responsibilities.

A. SVCE shall provide City Rebates to its customers who receive SVCE Rebates through the Program and are also eligible for City Rebates. SVCE’s published program rules, eligibility criteria, and standard operating practices will apply to all City Rebates.

B. The amount of the City Rebates a customer is eligible for shall be set forth in Exhibit A, attached hereto and incorporated by this reference (“City Rebate Schedule”). The City Rebate Schedule may be revised not more than once every 180 days by mutual agreement of City and SVCE, without amending this Agreement. SVCE shall use the most recent City Rebates Schedule provided by the City to issue City Rebates to customers.

C. SVCE shall not provide any rebates that exceed the total individual project cost for a customer. If the sum of the SVCE Rebate and City Rebate exceeds the customer’s total project cost, the SVCE Rebates will be provided in full and the City Rebate will be discounted accordingly, such that the maximum rebate amount provided does not exceed the total individual project cost of the customer.

D. SVCE shall provide an invoice to the City on a monthly basis, which documents the City Rebates paid in the previous month and any Administrative Fee.

5. Reimbursement by City. SVCE will invoice the City monthly for any Administrative Fees, if approved, and the City Rebates (together known as “Reimbursable Expenses”) paid by SVCE. City shall make payments within thirty (30) days of receiving an invoice from SVCE. SVCE will incur the Reimbursable Expenses in reliance on City’s representation that it will reimburse SVCE for such Reimbursable Expenses as set forth in this Agreement. The total rebates issued to customers from SVCE on City’s behalf, plus administrative fees paid by City to SVCE, shall not exceed the value of this Agreement (defined in Section 1 above).

6. Indemnification. SVCE shall defend, indemnify and hold harmless City including its officers, employees and agents against any claim, loss or liability arising out of its negligence or misconduct in the performance of this Agreement. City shall defend, indemnify and hold harmless SVCE (including its officers, employees and agents) against any claim, loss or liability arising out of City’s negligence or misconduct in City’s administration of City Rebates outside of this Agreement.

7. Miscellaneous.

A. Notices. Any notices which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service with return receipt or affidavit of delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, FedEx, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by a written notice provided in accordance with this Section. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

SVCE: Silicon Valley Clean Energy  
333 W. El Camino Real, Suite 330  
Sunnyvale, CA 94087  
Attn:  
Nupur Hiremath, Manager of Decarbonization Programs  
[Nupur.hiremath@svcleanenergy.org](mailto:Nupur.hiremath@svcleanenergy.org)

City: City of Sunnyvale  
456 W. Olive Ave  
Sunnyvale, CA 94086  
Attn:  
Madeline Khair, Environmental Programs Manager  
[MKhair@sunnyvale.ca.gov](mailto:MKhair@sunnyvale.ca.gov)

Either Party may change its address for notices by notifying the other Party.

B. Applicable Law/Venue. This Agreement shall be deemed to have been entered into and shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of California. The venue of any legal action relating to this Agreement shall be the Superior Court of California, County of Santa Clara.

C. Entire Agreement, Modifications. This Agreement and the documents referenced herein contain the complete expression of the whole agreement between the Parties with respect to the obligations set forth herein, and there are no promises, representations, agreements, warranties or inducements, either expressed verbally or implied, except as are fully set forth herein. No alteration, supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties.

D. Independent Advice of Legal Counsel. Each Party acknowledges that it has retained independent legal counsel of its own choice to review this Agreement and that prior to the execution hereof

each Party has had the opportunity to review the terms of this Agreement with its counsel and is entering into this Agreement after such review.

E. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of a Party warrants and represents that he or she has the authority to execute this Agreement on behalf of the Party and has the authority to bind that Party to the performance of its obligations hereunder.

F. Validity of Agreement. All Parties agree that this Agreement is legal, valid and binding on each Party and enforceable in accordance with its terms.

G. Binding on Successors. Except as further provided in this paragraph, this Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators.

H. Attorneys' Fees. In the event of any dispute between City and SVCE in any way related to this Agreement, and whether involving contract and/or tort claims, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and costs and expenses of any type, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including any appeal and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment (collectively, "Fees"). The "prevailing party" shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues. Any Fees incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment. The Fees shall be deemed an "actual pecuniary loss" within the meaning of Bankruptcy Code Section 365(b)(1)(B), and notwithstanding the foregoing, all Fees incurred by either party in any bankruptcy case filed by or against the other party, from and after the order for relief until this Agreement is rejected or assumed in such bankruptcy case, will be "obligations of the debtor" as that phrase is used in Bankruptcy Code Section 365(d)(3).

I. No Third-Party Rights. This Agreement shall not create or be construed to create any rights in, or inure to the benefit of, any third party.

J. Ambiguity. This Agreement is deemed to have been prepared by all of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to applicable rules of interpretation of contracts under the laws of the State of California.

K. Assignment. This Agreement shall not be assignable by either Party in whole or in part without the prior written consent of the other Party. The assigning Party shall provide to the other Party thirty (30) days' advanced notice of any such proposed assignment.

L. Severability. If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court or tribunal of competent jurisdiction or by operation of any applicable laws, such provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

M. Counterparts/Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Moreover, electronic, scanned or facsimile copies of signatures shall be accepted as valid and binding.

N. Waiver. No term or provision hereof will be considered waived by either Party, and no breach is excused or consented to by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No express or implied consent by either Party to,

waiver of, or failure of a Party to enforce its rights with respect to a breach by the other Party shall constitute consent to or, waiver of any subsequent or other breach by the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement below on the date first written above.

**SILICON VALLEY CLEAN ENERGY**

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Justin Zagunis, Director of Customer Success

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Monica Padilla, Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM BY COUNSEL FOR SVCE:

By: \_\_\_\_\_  
Michael Callahan, General Counsel

Date: \_\_\_\_\_

**CITY OF SUNNYVALE**

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Tim Kirby, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM BY COUNSEL FOR CITY OF SUNNYVALE:

By: \_\_\_\_\_  
Rebecca Moon, City Attorney

Date: \_\_\_\_\_

## EXHIBIT A CITY REBATE SCHEDULE

SVCE will provide City Rebates to SVCE customers who are residents of the City in the following amounts:

Customer Category	Appliance Type		Value of City Rebate (per appliance)
Market-rate customers	Heat Pump Heating Ventilation, and Air Conditioning (HP HVAC)	Replacing gas furnace	\$1,000
		Replacing electric resistance heating	\$0
Income-qualified <sup>1</sup> customers	Heat Pump Heating Ventilation, and Air Conditioning (HP HVAC)	Replacing gas furnace	\$1,500
		Replacing electric resistance heating	\$0

City Rebates will be provided in alignment with the terms, conditions, and eligibility specifications listed for SVCE's Home Rebates Program: <https://svcleanenergy.org/home-rebates/>.

This exhibit may be updated no more than once every 180 days by mutual agreement of City and SVCE, without amending this Agreement.

<sup>1</sup> Latest income-qualifications from May 2025 ([Home-Rebates-Income-Qualifications-5.13.2025.pdf](#)). These are updated annually in May.