

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 **(City of Sunnyvale)** (“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 **[\$1,000,000]**, 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) 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.

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:

[City of Sunnyvale]

[456 W. Olive Avenue]

Attention: Christina Raby

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. 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; excluding, however, such liability, claims, losses, damages or expenses arising from SVCE's sole negligence or willful acts. This Section shall survive the terminate of this Agreement.

9. INSURANCE.

A. On or before the commencement of the term of this Agreement, Recipient shall furnish SVCE with a certificate of self-insurance showing effective dates, and dates of expiration of insurance coverage in compliance with the requirements in this Section. Recipient is self-insured for the coverage required herein through a combination of self-insured retentions and municipal risk pooling as authorized by state law. 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.
- 3) Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage

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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. COMMUNICATIONS AND ENGAGEMENT. Recipient agrees that SVCE may use and publicize information and visual materials (photos, videos, etc.) related to this project, that belong to Recipient, 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: _____

[City of Sunnyvale]

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]

March 28, 2025



Sunnyvale

City Hall
Environmental Services
456 West Olive Avenue
Sunnyvale, CA 94088-3707

408-730-7500

Sunnyvale.ca.gov

Silicon Valley Clean Energy
333 W El Camino Real #330
Sunnyvale, CA 94087

Re: Sunnyvale Application for Community Decarbonization Demonstration Grant

To Whom it May Concern,

I am submitting this application packet for the Silicon Valley Clean Energy (SVCE) Competitive Member Agency Grant: Decarbonization Track on behalf of the City of Sunnyvale.

The City of Sunnyvale is seeking funding for the addition of a solar photovoltaic (PV) and a battery energy storage system (BESS) to support the energy resilience of the new Fire Station 2 in Sunnyvale. This funding will also support the installation of an educational digital display in the facility, a ribbon cutting ceremony and educational outreach materials to showcase the all-electric attributes and energy resilience features of the fire station.

Sunnyvale is committed to decarbonizing buildings and transportation within the city, as demonstrated in the City's Climate Action Playbook. Sunnyvale has partnered with SVCE to achieve this shared goal through grants, community outreach, public education, and collaborative policy making and program design. Sunnyvale looks to expand its partnership with SVCE through the implementation of the Decarbonization grant at Fire Station 2. Please find the attached application for details on the components of the energy resilience of the fire station and educational components planned for the project.

Thank you for your consideration and please reach out with any questions.
Sincerely,

Madeline Khair
Environmental Programs Manager
mkhair@sunnyvale.ca.gov

408-730-7798

Agency and Staff Roles

The City of Sunnyvale is applying for the SVCE Competitive Member Agency Demonstration Track to fund an energy resiliency project at Fire Station 2, which is one of the several critical emergency operations facilities in the city. This project aligns with the existing building decarbonization, and energy resiliency efforts illustrated in Sunnyvale’s Climate Action Playbook (CAP). The address of the City of Sunnyvale’s local office is 456 W. Olive Ave., Sunnyvale, CA, 94086. The project team are full time Sunnyvale employees. The project team, roles, and contact information are as follows:

Name	Title	Role	Email	Phone Number
Stephen Ping	Senior Engineer	Lead Engineer for Fire Station #2 Project	sping@sunnyvale.ca.gov	(408) 730-7520
Marlon Quiambao	Assistant City Engineer	Management Engineer for Fire Station #2 Project	mquiambao@sunnyvale.ca.gov	(408) 730-7516
Michaela Donahue	Engineering Assistant 2	Supporting Engineer for Fire Station #2 Project	mdonahue@sunnyvale.ca.gov	(408) 730-2708
Christina Raby	Environmental Engineering Coordinator	Lead for CAP Implementation and grant reporting	craby@sunnyvale.ca.gov	(408) 730-7742

Summary of the Proposal

The City of Sunnyvale is requesting \$1,000,000 of SVCE’s 2024 competitive member agency funding to support the energy resiliency of the new Fire Station 2 emergency operations facility. If awarded, City of Sunnyvale will submit a proposal to stack the competitive funding with a portion of the \$594,923 of SVCE’s 2024 non-competitive member agency funding allocated specifically for the City of Sunnyvale to supplement the additional costs for this project. Funding will be used to install a solar photovoltaic (PV) system and battery energy storage system (BESS) that would support Fire Station 2, along with an accompanying educational digital dashboard, ribbon cutting ceremony and outreach materials. Fire Station 2 is currently in design with the project at roughly 30% design. The solar array would be sized to support the building’s energy demand during the day and BESS would be sized to partially support the building for when there would be no solar production. Based on 30% design, there is roughly 7,000 SF of available roof at Fire Station 2 for solar panels. This available space may change based on mechanical and electrical equipment needs and as design furthers. Fire Station 2 is fully funded by local Sunnyvale funds to be an all-electric building which will include an all-electric heating and cooling system, heat pump water heaters, and induction cooktops. The addition of the solar PV system, a BESS and an educational digital dashboard are not budgeted for and will be offset by this grant. The digital dashboard at Fire Station 2 will provide educational graphics and details of the all-electric building components, including its energy use, and the energy resilience elements provided by the solar and BESS components. Brochures regarding the facility as well as information guiding community members on how to electrify

their home or business will be available in the lobby and adjacent training center, and at events hosted at Fire Station 2 throughout the year.

Value of the Project and Relevance to Sunnyvale's Climate Action Goals

Fire Station 2 is sited at 795 East Arques Avenue at the northwest corner of North Wolfe Road and East Arques Avenue in Sunnyvale, California. The Fire Station 2 site is approximately 2.28 acres and is planned to have two buildings onsite, the fire station (two stories, ~15,845 SF) and the training center (~5,600 SF). The training center is one of two regional fire training facilities to offer numerous required training courses for firefighters throughout Santa Clara County. The training center building would not be powered off the proposed solar PV system and BESS, only the Fire Station building. Fire Station 2 serves two LIDAC communities in Sunnyvale¹. Multifamily apartments surround the north and west sides of the facility, and a variety of commercial and faith-based buildings surround the east and south sides of the facility.

The new construction of Fire Station 2 is part of the City's Fire Station Master Plan and was selected for this grant for the following reasons:

- the timeliness of the project's milestones in relation to this grant's deadlines;
- the need for a solar PV system and BESS which are not currently budgeted for;
- and the opportunity to expand outreach and education on building electrification and energy resilience through community gatherings and regional trainings hosted at Fire Station 2.

Fire Station 2 is intended to serve as a model fire station in Sunnyvale and regionally for its electrification and energy resilience features. It is designed to be the first fire station in Sunnyvale to be all-electric. The City is hoping to gain lessons on how to make emergency service buildings all-electric while providing the same level of services to the community. Per Sunnyvale's Fire Station Master Plan, Fire Station 2 is the first station to be updated of the 5 stations that need to be remodeled or rebuilt (new construction). Sunnyvale's practice for municipal buildings is to eliminate non-electric sources of power on rebuild or significant remodel (Sunnyvale CAP Move 2.E). While the building is designed to be all-electric, there is currently not sufficient budget to incorporate solar and battery storage. Adding solar and battery systems will maximize the benefits of the all-electric facility and reduce operational costs. The energy storage for the building will offset the building's energy demand during peak hours when electricity is most expensive, and the power supply is likely to be more carbon intense. The solar PV and BESS also support Sunnyvale CAP Plays 1.2 "increase local solar photovoltaics" and 1.3 "increase distributed electricity storage". Adding the solar PV and BESS may allow for future integrations of microgrid controls, when technology is available for existing buildings, as well as expanding PV, BESS and microgrid controls into other Fire Stations outlined in the City's Fire Station Master Plan.

Full Description Community Engagement Plan

Scheduled to finish design in 2025, Fire Station 2 is intended to improve the health and safety of the community and fire personnel, provide sustainable fire service facilities and enable fire services to provide a high level of timely and professional services to the community. The facility will be open to the public seven days a week for emergency services. The training center of the facility features space for fire academies, county-wide safety trainings, an emergency hub, and meeting space for emergency

¹ Per the California Office of Environmental Health Hazard Assessment's CalEnviroScreen 4.0 tool, the Fire Station 2 census tract 6085508704 meets multiple 90 percentile thresholds including PM 2.5 in the air, lack of green space, proximity to hazardous waste facilities and superfund sites, and traffic proximity and volume.

services. The area of the facility with the greatest accessibility to the public is the Fire Station 2 lobby and will be the primary location for demonstrating the benefits of community electrification in the area.

Fire Station 2 is a unique facility in that it bolsters relationship building between the community and Sunnyvale firefighters by hosting popular events like the annual pancake breakfast along with multiple required trainings offered to emergency operations personnel in Sunnyvale and the region. The annual pancake breakfast at Fire Station 2 draws hundreds of attendees from the community to eat a pancake breakfast made at the station, tour the grounds, learn about public safety and fire prevention, and deepen community trust and partnerships with public safety personnel. The multiple trainings hosted at Fire Station 2 draw community members and regional public safety workforces to participate in programs and trainings such as the Santa Clara County Community Emergency Response Team (CERT) program, Joint Fire Academy (JFA) training and Fire Station 2 Academy training. With the community events, training opportunities, and number of visitors and trainees Fire Station 2 hosts throughout the year, showcasing the energy efficiency and resilience of the building through the digital dashboard and accompanying outreach materials will have far reaching impacts in the community.

The four main components of the City's outreach and community education plan will highlight the building's electrification features and energy resilience components with education information about the benefits of using electric versus natural gas-powered building components include:

1. *Digital display*

A digital display monitor will be acquired and installed in Fire Station 2's lobby during the furnishing phase of the building project. This display will feature a view of energy production and demand of the building. Building-level energy meters and submeters, solar energy production, and battery supply data will be used to show total building energy demand, efficiency, load shifting and resilience. Dashboard data will be collected over six-month periods and incorporated as part of the digital display. Updates to that display will occur as data becomes available.

2. *Ribbon cutting ceremony*

A ribbon cutting ceremony will be held at Fire Station 2 once the building is furnished and occupied. The ribbon cutting ceremony will highlight the project's successes in being all-electric and the energy resilience features funded through this grant. Local community members will be invited to attend the ribbon cutting ceremony along with regional partners, including SVCE, the media and Sunnyvale elected officials.

3. *Printed brochure*

A printed brochure will be developed and made available to the public in the facility which highlights the benefits of home and business electrification and energy resilience.

4. *Community events*

In addition to hosting its own events, Public Safety participates in a wide variety of community and school events. Public Safety will share the printed brochure regularly at these events and respond to any questions community members may have about the benefits of solar PV and

BESS, including highlighting Silicon Valley Clean Energy as a valuable resource for current information.

Budget Table

The estimated expenses to install an educational digital dashboard and an adequately sized solar PV and BESS that will support roughly 15,845 SF of the building's energy needs is projected to exceed the maximum allotment of \$1,000,000 in SVCE Competitive grant funds as well as the amount of SVCE Non- competitive grant funds allocated to the City of Sunnyvale. The below budget table lists the project measures required to complete the Fire Station 2 energy resilience project and the sources of funding the City intends to use to cover the total cost of the project.

Line-Item Description	SVCE Competitive Funding	SVCE Non-Competitive Funding*	Other Funding**	Total Project Cost
Digital dashboard display	\$10,000			\$10,000
Solar PV System + BESS to support 15,845 SF	\$990,000	\$231,458		\$1,221,458
Additional Fire Protection			\$100,000	\$100,000
Battery Enclosure		\$263,465	\$36,535	\$263,465
Additional Electrical Equipment and Conduit			\$70,000	\$70,000
Totals	\$1,000,000	\$494,923	\$206,535	\$1,701,458

*Sunnyvale intends to stack the non-competitive funding available to the City of Sunnyvale to cover the additional costs.

**Other Funding from City funds to cover the additional costs.

Project Workplan and Timeline

Building Design and Construction

The design and construction of the building will be managed by City of Sunnyvale's Senior Engineer, Stephen Ping. The Assistant City Engineer (Marlon Quiambao) and Engineering Assistant II (Michaela Donohue) will support the Senior Engineer on this project. No additional staff resources are required.

The solar PV and BESS will be installed during construction of the Fire Station 2 project. The project is completing 100% Design Development (30% design) and is about to proceed into Construction Documents. Construction is anticipated to start in late 2026.

Education and Outreach

The energy resilience outreach and educational materials portion of this project will be managed by City of Sunnyvale's Environmental Engineering Coordinator, Christina Raby. The educational outreach materials will be folded into the Environmental Services operations and staffing, no additional staff resources are required.

Below is a detailed table of the project's workplan and timeline:

Timeline	Tasks
<i>May to December 2025</i>	<i>Design</i> <ul style="list-style-type: none"> <i>Further design from 30% to 75% Construction Documents and 100% Construction Documents. Provide cost estimates at milestone submittals.</i> <i>Further specification documentation.</i> <i>Determine construction phasing and logistics plan.</i>
<i>November 2025 to February 2026</i>	<i>Permitting</i> <ul style="list-style-type: none"> <i>Submit Plans and Specifications to Building and Fire Protection for Building Permits.</i>
<i>March 2026 to July 2026</i>	<i>Construction Bidding + Award Construction Contract</i> <ul style="list-style-type: none"> <i>Advertise project through Issue for Bid for a general contractor.</i> <i>Award project based on lowest bid that meets minimum requirements and passes reference checks.</i> <i>Take project to City Council for award of project to a general contractor.</i>
<i>August 2026 to August 2028</i>	<i>Construction</i> <ul style="list-style-type: none"> <i>Construct Fire Station 2 and Training Center in a phased approach to have no downtime for current Fire Station.</i> <i>Install solar PV system to support Fire Station 2.</i> <i>Install battery energy storage system to support Fire Station 2.</i> <i>Commissioning of Fire Station 2 and full furnish FF&E before moving into space.</i> <i>Install digital dashboard.</i> <i>Education and Outreach</i> <ul style="list-style-type: none"> <i>Develop energy resilience brochure for homeowners and business owners that highlights solar PV and BESS benefits.</i>
<i>December 2027 to December 2028</i>	<i>Furnish and Occupy Fire Station 2</i> <ul style="list-style-type: none"> <i>Demolition of old Fire Station 2, construction of Training Center and site work improvements.</i> <i>Education and Outreach</i> <ul style="list-style-type: none"> <i>Host ribbon cutting event at new Fire Station 2</i> <i>Develop educational content and gather data that will be displayed on digital dashboard.</i>

Sunnyvale's Qualifications

Sunnyvale manages a multitude of construction projects on an annual basis, many of which are grant funded. The City most often works on federal and state Department of Transportation funded projects. The table below shows the most recent data on Sunnyvale's grant funded projects from the Sunnyvale Project Administration Services team's Trimble project management application:

	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Number of projects managed	89	95	90	90	88
Number of grant funded projects	19	18	20	18	15
Budget of grant funded projects	\$42,341,107	\$40,910,753	\$69,391,348.14	\$67,626,838.47	\$39,883,839.60
Grant funded projects in construction ³	6	7	106	12	8
Grant funded projects completed	3	3	4	4	1

In addition, Sunnyvale’s Environmental Services Department, who will be managing reporting for this project, manages and completes a variety of grant funded projects focused on furthering the environmental and sustainability goals in our CAP. The below table demonstrates the Environmental Services Department’s ability to manage and complete projects involving construction, decarbonization and energy resiliency, and community engagement.

Grant Period	Grant Name	Grant Award Amount Received	Results and Outcomes	Completion Status
FY 2023/24 - FY 2025/26	Silicon Valley Clean Energy Decarbonization Demonstration Program Grant	\$500,000	Support the construction and electrification of the new Lakewood Branch Library and Learning Center. Implement an accompanying education and outreach program.	Fall 2026
FY 2024/25	CalRecycle's SB1383 Local Assistance Grant	\$412,829	Supports local jurisdictions with implementing SB1383 (Statewide Organic Waste Recycling and Surplus Food Recovery). Grant funds used to improve City’s edible food recovery program and increase participation in the program by multi-family dwelling residents.	Spring 2026

FY 2021/22	CalRecycle Organics Grant Program	\$3,000,000	Grant funds implemented retrofit food mash recovery equipment and organics fines diversion at the Sunnyvale Materials Recovery and Transfer Station. Objectives achieved were increasing: the recovery of food waste and organics from the accepted material, holding capacity as part of the food mash recovery equipment project, and the overall throughput efficiency.	Both project components are complete and operational since Fall 2024. Final report is due Spring 2025.
FY 2022/23	Silicon Valley Clean Energy's Community Resilience Program – Capital Projects Grant	\$1,000,000	Support the construction of the 4-story, 118,698 square foot LEED Platinum, Net-Zero Energy Sunnyvale City Hall. The grant funding was used for a roof-mounted photovoltaic (PV) solar array and battery energy storage system (BESS).	Winter 2023
FY 2022/23	Silicon Valley Clean Energy's Community Resilience Program – Capital Projects Grant	\$327,680	Installation of four Beam EV ARC units equipped with EV chargers to support the sites: Sunnyvale Public Library, Community Center, Department of Public Safety, and the Corporation Yard. The clean electricity produced is used to charge EVs or power equipment for a varying duration and can be used during a power outage.	Winter 2022

Proposed Modifications to the Grant Agreement Terms

Sunnyvale currently has no proposed modifications to the grant agreement terms.

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

EXHIBIT B

[Member Agency
Guiding
Documents]

SVCE Member Agency Grant: Decarbonization Track

Reimbursement Guidance

Reimbursement Overview

- The following activities must be completed before requesting reimbursement:
 - Construction
 - Community engagement activities as listed in your grant application
 - Marketing activities such as press release, photos, construction videos, and interviews with city staff for SVCE spotlight video
- The reimbursement request must be submitted with the final report
- If the reimbursement request or final report is missing information, SVCE will notify the grantee to resolve before processing
- When possible, try to compile documents in a single PDF file
- Reimbursement will be delivered as a physical check

Key Items for Reimbursement Packet

- Cover letter on agency letterhead with a summary of the project, date, grant reimbursement amount, and signature from authority (e.g., Department Director, City Manager)
- Accounts payable information such as official name and invoicing address
- All applicable project invoices
- Itemized list of expenditures and invoices listing SVCE's applied grant funds
- Photos, videos, and any publications related to the project
- Reimbursement requests and questions can be sent to Jess Cornejo (jessica.cornejo@svcleanenergy.org)

SVCE Member Agency Grant: Decarbonization Track Final Report Outline

[Guidance for grantees: This document is meant to present a high-level summary of the grant project for easy consumption by a general audience. Please use non-technical language, define acronyms, and limit the page range from 3-5 pages. You are encouraged to include any graphics or visualizations that help illustrate the project.]

Grant Project Title: _____

Grant project Timeline:

Budget Amount: (List SVCE funding, external grant funding, and any match funding)

Partners: (List all project partners)

- ...

Targeted Groups: List the groups this project targets (e.g., single-family residential, multi-unit dwellings, commercial/industrial, public agencies, demographic of groups, etc.)

Summary (~5-6 sentences, max 200 words)

Provide a brief summary of the grant project.

Project Goals (~2-4 paragraphs, max 300 words)

List the goals and objectives of the project.

Outcomes (~3-5 paragraphs, max 400 words)

- What are the anticipated short-, medium- and long-term outcomes?
- What are key metrics of success, and how did you measure success of the project?
- Any notable improvements and differences in the site before and after building upgrades?
- What were your agency's challenges during the project, and how did you resolve them?
- What were the lessons learned from the project?

Please try to quantify anticipated outcomes where possible – e.g., number of events hosted at the site and number of people engaged, materials distributed, number and type of permits pulled for the project, improved building features, potential GHG reductions (direct or indirect), etc. Please attach any additional materials associated with the project if applicable.

Future Plans (~2-5 paragraphs, max 400 words)

- Is the project completely finished? If not, what are your agency's plans for continuing this work?
- What special maintenance activities are planned for the demonstration project?
- What might you do differently in the future for similar projects, and what advice might you have for others doing similar projects?
- How can SVCE further support your agency in future grant cycles?

Final reports must be submitted with the reimbursement request and can be sent to Jess Cornejo (jessica.cornejo@svcleanenergy.org).

Silicon Valley Clean Energy Community Grant Marketing Guidelines

HOW TO USE THIS DOCUMENT

This document is designed to provide guidance for grantees developing communications and marketing materials related to projects receiving Silicon Valley Clean Energy (SVCE) Community Grant funding.

Grantees are responsible for ensuring all branding and related marketing materials, press releases, social media, online assets and communications are consistent with the guidelines in this document. SVCE can require grantees to change and/or remove any material deemed to veer from the following guidelines.

Please share this with marketing, communications, public relations, graphics, and web teams in addition to any staff working on materials that reference SVCE.

Grantee's Role

- Submit all materials created around the project receiving SVCE grant funding for SVCE review at least **one week** prior to planned material publication.
- If requesting SVCE content support or guidance, please notify SVCE as soon as possible and allow for **at least 2 weeks** prior to planned publication.

SVCE's Role

- SVCE will complete a timely review for all materials that relate to SVCE grant-funded projects or reference SVCE programs and resources.
- SVCE will support planned press, media, or events around the project.

Key Contacts

If you have questions about your project, funding or timeline, please contact Senior Community Strategies Specialist Jess Cornejo at Jessica.cornejo@svcleanenergy.org.

If you have questions about these guidelines, marketing, public relations, or communications materials about the funded project, please contact Communications Specialist Emily Muniz at Emily.muniz@svcleanenergy.org.

Approved Language

Referring to SVCE:

1. Silicon Valley Clean Energy
2. SVCE (acronym may be used after first spelling out full agency name)
3. SV Clean Energy

Describing SVCE grant funding:

1. "Funding for *[title of project that received grant funding]* is provided [or partly funded] by the Silicon Valley Clean Energy Community Grants Program."

Sharing SVCE resources:

1. "Explore rebates and incentives to go electric at svcleanenergy.org/offers-services/"
2. "Talk to a trusted energy advisor for FREE at goelectric.svcleanenergy.org/"
3. "Start your journey to go electric with eHub (svcleanenergy.org/ehub/), the Silicon Valley Clean Energy resource that simplifies your switch to all-electric living. Find personalized rebates, incentives, and tips to power your home, car, appliances, and business with clean energy."
4. Additional resources to share: <https://svcleanenergy.org/digital-media-assets/>

Optional language to provide information about SVCE:

1. "Silicon Valley Clean Energy is the community choice electricity provider for thirteen communities in Santa Clara County formed to reduce greenhouse gas emissions and fight climate change locally. Silicon Valley Clean Energy provides homes and businesses with clean electricity at competitive rates, reinvests locally through programs and community grants, and accelerates electric technologies through rebates, technical support, and innovative solutions supporting grid-wide resilience."

SVCE Logo Use

Grantees may use the [SVCE full logo](#) or [SVCE abbreviated logo](#) in marketing materials related to the funded project, but must submit the materials to SVCE for review prior to publication.

The SVCE logo shall not be cropped, rotated, compressed or have the colors changed. If the grantee needs a specific logo not provided (i.e. all-white logo for dark backgrounds), the grantee should contact SVCE with the request.