

University of San Diego
San Diego Regional Climate Collaborative, The Nonprofit Institute

Grant Agreement and Conditions

This grant from the University of San Diego’s San Diego Regional Climate Collaborative, The Nonprofit Institute (USD and the San Diego Regional Climate Collaborative, The Nonprofit Institute are hereinafter referred to as the “USD”) is for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will not be effective until signed by a properly authorized representative of your organization, and a signed original is received by USD.

Grantee: The City of Chula Vista

Grant Amount: \$50,000.00

Time Period: July 2024 - June 2025

Project Title: 1. Climate Action Plan development and outreach support and 2. Portable solar and battery devices for city events and to lend through the library through their Sustainable Home Toolkit program

Project Vision: See Attachment A

Objectives:

The San Diego Community Power (hereinafter referred to as “SDCP”) Member Agency Grant Program (hereinafter referred to as “Program”) aims to be responsive to critical climate action capacity needs in the San Diego region and serve as a catalyst to support SDCP’s seven member agencies, or designated recipient on the member agency’s behalf (hereinafter referred to as “Grantee”), in reaching their climate action goals. Program funds can be used to support initiatives, projects, or programs that advance or promote one or more of the following focus areas: clean energy adoption, carbon emissions reduction, climate equity, local economic development, and energy resilience. Attachment A outlines Grantee’s proposed initiative, project, and/or program.

Payment Schedule:

USD shall pay Grantee a total amount not to exceed \$50,000, paid in a single installment. The payment of \$ 50,000.000 shall be made within 30 calendar days of full execution of this Agreement.

Please note that payment is subject to receipt of the executed Grant Agreement.

Reporting Schedule:

Narrative reports should address the following:

- Grantees are expected to participate in quarterly project update calls with USD throughout their project duration. Grantees will be required to report on the following:
 - Progress made to date toward each of the project objectives.
 - Progress made to date toward the intended outcomes.
 - Any challenges and obstacles encountered and how they have affected progress.
 - Any changes made or planned for the future to the project objectives or scope of work to further the achievement of its objectives.
- Grantees will support USD in completing the final project report within 3 months of project completion. These completion reports will be provided to SDCP.

I. GRANTEE’S FINANCIAL RESPONSIBILITIES

Grantee is expected to maintain complete and accurate financial records of revenues and expenditures relating to the grant for at least four (4) years after completion of the grant. In the event that USD is audited by any government agency and/or by the university or its auditors, it may be necessary for Grantee to make available to USD its records insofar as they relate to activities supported by this grant.

II. EXPENDITURE OF GRANT FUNDS

Grantee agrees to submit to USD full and complete reports with respect to the expenditure of the funds granted by USD in accordance with the reporting schedule set forth herein.

The grant is for the purpose(s) stated in this Agreement. Grant funds may be expended only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior written approval by USD and SDCP. Permission to make any major change (line items added, deleted or transfers among line items greater than 20 percent of the approved line-item amount) to the approved budget must be requested in writing, and approved by USD and SDCP in advance of the implementation of the change. USD requires written notification of any changes in key personnel during the term of the grant. Grant funds must be expended by grantees within 12 months from the award start date. Unused funds at the close of the project timeline must be returned to USD.

III. LAWS AND REGULATIONS

Grantee shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including those related to prevailing wage and living wage. Grantee shall be liable for all violations of such laws and regulations in connection with Services. If the Grantee performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to USD, Grantee shall be solely responsible for all costs arising therefrom. Grantee shall defend, indemnify, and hold USD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

IV. ANTI-DISCRIMINATION

Grantee agrees that, in the performance of this Agreement, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

V. INDEMNIFICATION

In the event that a claim of any kind is asserted against the Grantee, USD, or SDCP, related to or arising from Grantee's activities in connection with the project funded by the grant, and a proceeding is brought against USD or SDCP by reason of such claim, the Grantee, upon written notice from USD, shall, at the Grantee's expense, resist or defend such action or proceeding, at no cost to USD or SDCP, by counsel approved by USD in writing.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless USD, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from the negligence or willful misconduct of USD, its officers, directors, employees, or agents.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SDCP, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from the negligence or willful misconduct of SDCP, its officers, directors, employees, or agents.

VI. TERMINATION

USD, in consultation with SDCP, may terminate this Agreement or withhold payments, or both, at any time if, in USD's judgment: (a) USD is not satisfied with the quality of the Grantee's progress toward achieving the project goals; (b) USD is of the opinion that the Grantee is incapable of satisfactorily completing the project or has ceased to be an appropriate means of accomplishing the purposes of the grant; (c) the Grantee dissolves or fails to operate; or (d) the Grantee materially fails to comply with the terms and conditions of this Agreement. If termination occurs prior to the scheduled end date, the Grantee shall, upon request by USD, provide to USD a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within sixty (60) days after written request by USD, the Grantee shall remit all grant funds unexpended as of the effective date of the termination and USD shall refund those funds to SDCP.

VII. PUBLICITY

Grantee will not use USD and SDCP's name nor trademarks or the name of any member of USD and SDCP's staff in any publicity, advertising, or news release without the prior written approval of an authorized representative of USD and SDCP. Grantee shall have the right to acknowledge USD and SDCP as a sponsor and identify the nature of the research/project and the dollar value of the award in Grantees' records and reports prepared in the normal course of business. USD and SDCP have the right to acknowledge themselves as sponsors and identify the nature of the research/project and the dollar value of the award, including utilization of the Grantee's name in any publicity, advertising, or news release as it relates to the activities of the Program.

For all potential promotion of the grant award and/or program, including press releases, social media posts, or other forms of advertising, please coordinate with:

Senior Manager of Marketing and Communications, SDCP
Jill Monroe
jmonroe@sdcommunitypower.org

and

Director of Climate and Environmental Programs, SDRCC, USD
Darbi Berry
darbiberri@sandiego.edu

This is to ensure proper usage of the SDCP and USD brands, use of their logos, as well as to allow SDCP and USD the opportunity to coordinate and complement communications efforts where appropriate.

VIII. INSURANCE

Grantee maintains liability insurance that provides coverage for Grantee's employees acting within the scope of their employment and while performing activities in connection with this Agreement. Upon written request from USD, Grantee will provide a certificate evidencing insurance coverage.

IX. MISCELLANEOUS

This Agreement contains the entire agreement between the parties with respect to the grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this grant, USD has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes.

This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS in San Diego, California. Each party shall be responsible for its own costs and attorneys' fees incurred in connection with the arbitration.

This Agreement may not be amended, except through a writing signed by authorized representatives of each party. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other

provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.

X. ACCEPTANCE OF TERMS AND CONDITIONS

Accepted on behalf of USD.

By: _____ Date: _____
Darbi Berry, Director of Climate and Environmental Programs, SDRCC, USD

By: _____ Date: _____
Truc T. Ngo, PhD, Associate Provost for Research Administration, USD

I acknowledge that the Grantee has received and retained a copy of this Agreement. The above terms and conditions are hereby accepted and agreed to as of the date specified.

Accepted on behalf of [Grantee]

By: _____ Date: _____
Signature of Authorized Officer, Director or Trustee

Name: _____

Title: _____

Attachment A Scope of Work

The City of Chula Vista (City) will lead two key project efforts. The first being the development of a portable solar and battery device lending program through the library via the Sustainable Home Toolkit program. Additionally, the City will finalize its Climate Action Plan (CAP), engaging Community Based Organizations (CBOs) for feedback via workshops and surveys. Portable solar panels and batteries will be available for checkout at the library, with user feedback collected through surveys. These initiatives aim to enhance CAP development, gather community feedback, and promote clean energy, aligning with key CAP goals and advancing electrification efforts while reducing utility bills.

KEY ACTIVITIES

The City of Chula Vista’s CAP will lead on the following activities associated with this project include:

1. Climate Action Plan Design and Outreach
 - o Develop a CAP Summary and full CAP that is engaging and intuitive to read
 - o Engage 3 CBOs to interact with Chula Vista community members
2. Portable Solar and Batteries
 - o Add 20 portable batteries (150kWh to 760kWh) and 10 solar panels (110W to 160W) at the City library for resident use.
 - o Assess resident usage and gather feedback on device effectiveness for clean energy production and community energy reliance.
 - o Provide approximately 4 portable solar panels and 5 batteries for staff use at community events.

MILESTONES & DELIVERABLES

Project Timeline: July 2024 - June 2025

Timeline	Activities & Deliverables
July - September 2024	<ol style="list-style-type: none"> 1. CAP Summary & CBO Partner Contracting 2. Purchase Solar & Battery Products
October - December 2024	<ol style="list-style-type: none"> 1. CBO Outreach 2. Incorporate into Library Inventory
January - March 2025	<ol style="list-style-type: none"> 1. CBO Outreach 2. Program Deployment
April - June 2025	<ol style="list-style-type: none"> 1. Impact Reporting with CBO Partners 2. Impact Reporting & Surveys