Silicon Valley Clean Energy

Priority Zone DCFC Program Grant Agreement

[NAME,
COMPANY,
ADDRESS]

[DATE]

Dear _____,

Congratulations! [COMPANY] has been selected to receive a Priority Zone DCFC Program grant of $_____ from Silicon Valley Clean Energy. Please have an authorized representative of your organization sign this Grant Agreement and return it to [SVCE CONTACT].

THIS AGREEMENT is made and effective as of _____ ("Effective Date"), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY ("SVCE"), an independent public agency, and [COMPANY LEGAL NAME], a _____ ("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.	"PRIORITY ZONE DCFC PROGRAM" is an SVCE program to incentivize the installation of Direct Current Fast Charging ("DCFC") infrastructure in SVCE-identified priority zones, in order to accelerate electric vehicle ("EV") adoption by residents of multi-unit dwelling developments in SVCE territory.

B.	As a condition of eligibility to receive funding under the Priority Zone DCFC Program, a site must also receive funding through the California Electric Vehicle Infrastructure Project ("CALeVIP").

C.	Recipient submitted an application for Priority Zone DCFC Program funding, attached hereto as **Exhibit A**, for installation of DCFC infrastructure in one or more SVCE-identified priority zone(s), and also has applied or intends to apply for CALeVIP funding.

D.	SVCE finds that the use of Grant Funds described herein furthers a public purpose and meets the goals and objectives established for the Priority Zone DCFC 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 the amount of _____ thousand dollars ($___,000), subject to the provisions of this Agreement ("Grant Funds"). Such

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Grant Funds shall be disbursed to Recipient no later than 60 days after the Recipient provides SVCE with proof of receipt of final payment from CALeVIP and SVCE's confirmation thereof. Recipient understands and agrees that receipt of Grant Funds is contingent on receipt of CALeVIP funding.

3.   USE OF GRANT FUNDS. Recipient shall use the Grant Funds to support the installation of the DCFC infrastructure, in the locations, numbers, and speeds identified below. Grant Funds may also be used to support the marketing and outreach plan described in Exhibit A. Any use(s) of Grant Funds not contemplated by this Section 3 must be approved in writing by SVCE.

1) [SITE NAME, LOCATION]
   a)   Number of Chargers: _____
   b)   Charger Speed: _____
2) [SITE NAME, LOCATION]
   a)   Number of Chargers: _____
   b)   Charger Speed: _____
3) [SITE NAME, LOCATION]
   a)   Number of Chargers: _____
   b)   Charger Speed: _____
4) [SITE NAME, LOCATION]
   a)   Number of Chargers: _____
   b)   Charger Speed: _____
5) [SITE NAME, LOCATION]
   a)   Number of Chargers: _____
   b)   Charger Speed: _____

4.   TERM. This Agreement shall commence on the Effective Date, and shall remain and continue in effect until _____, unless sooner terminated pursuant to the provisions of this Agreement. SVCE reserves the right to withhold Grant Funds or terminate this Agreement for any reason upon 30 days' written notice to the Recipient.

5.   REPORTING. Recipient agrees to provide information requested by SVCE related to the use of Grant Funds.

6.   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 of its service pursuant to 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.

7.   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

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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/prevailing wage requirements.

8.   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 #290
	Sunnyvale, CA 94087
	Attention: _____

RECIPIENT:	[COMPANY]
	[ADDRESS]
	Attention:_____

9.   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.

10.   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 negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

11. 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 $1,000,000 per occurrence and $2,000,000 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.

D.   The insurance limits required by SVCE are not represented as being sufficient to protect Consultant. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

12.   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 withhold Grant Funds not yet disbursed hereunder, or may 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.

13.   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.

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14.   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.

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

_____
Girish Balachandran, CEO

APPROVED AS TO FORM:

_____
Greg Stepanicich, General Counsel

[COMPANY]

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.]

APPENDIX A

[attach Application]