

# 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 *Town of Los Gatos* (“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 Non-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 **\$173,184**, 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](mailto:jessica.cornejo@svcleanenergy.org)

**RECIPIENT:** Town of Los Gatos  
110 East Main Street  
Los Gatos, CA 95030  
Attention: Town Clerk

**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: \_\_\_\_\_

**Town of Los Gatos**

By: \_\_\_\_\_  
Name: Chris Constantin  
Title: Town Manager

By: \_\_\_\_\_  
Name: Gabrielle Whelan  
Title: Town Attorney

By: \_\_\_\_\_  
Name: Wendy Wood  
Title: Town Clerk

**EXHIBIT A**

[Attach Grant  
Form]





333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | 1-844-474-SVCE (7823) | [SVCleanEnergy.org](http://SVCleanEnergy.org)

## **2024 SVCE Member Agency Noncompetitive Grant Application Form**

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### **Grant Program Overview**

The Silicon Valley Clean Energy (SVCE) Noncompetitive Member Agency Grant program provides \$3 Million for SVCE's thirteen member agencies. Each member agency will be awarded funding to invest in a project that supports building or transportation electrification, energy resilience, or community engagement on these topics. The purpose of this grant is to support each member agency's clean energy and climate goals by providing a wide range of project options that align with SVCE's mission.

Member agencies may split their funding between two projects and may choose to pass all or part of their funds to a public or community entity that is an SVCE customer for activities within its jurisdiction. Two member agencies can combine their funds for a single project if a site serves both jurisdictions. A separate Grant Form must be submitted for each project. SVCE requires a completed 2024 SVCE Member Agency Noncompetitive Grant Application Form ("Grant Form") and an executed Grant Agreement for each project.

The dates are as follows:

- **Submit a complete Grant Form by Friday, December 5, 2025.** Please complete the Grant Form and have it approved as required by the member agency and signed by the member agency's chief executive. Please title the email subject "[INSERT AGENCY] Noncompetitive Grant Application" and send to Jessica Cornejo [[jessica.cornejo@svcleanenergy.org](mailto:jessica.cornejo@svcleanenergy.org)]. Staff will review and ensure it meets the requirements prior to initiating the Grant Agreement.
- **Execute the Grant Agreement at the earliest convenience after Grant Form approval.** SVCE's standard Grant Agreement is attached at the end of the Grant Form. Upon approval of the Grant Form, the member jurisdiction will need to accept and complete SVCE's Grant Agreement prior to expending any grant funds. Please complete it and have it approved as required by the member agency and signed by the member agency's chief executive and send to Jessica Cornejo [[jessica.cornejo@svcleanenergy.org](mailto:jessica.cornejo@svcleanenergy.org)]. The Grant Agreement will then be routed to SVCE's Chief Executive Officer for final approval and signature.

**If Member Agencies do not meet the Grant Form deadline of December 5, 2025, their grant fund allocation will be revoked.**

## Funding Distribution by Jurisdiction

Agency	% of SVCE Load	Total Allocation
Campbell	5%	\$177,644
Cupertino	5%	\$186,769
Gilroy	6%	\$196,717
Los Altos	3%	\$149,093
Los Altos Hills	1%	\$117,275
Los Gatos	4%	\$173,184
Milpitas	16%	\$372,233
Monte Sereno	0%	\$106,521
Morgan Hill	5%	\$186,529
Mountain View	14%	\$341,460
Saratoga	3%	\$146,076
Sunnyvale	29%	\$594,923
Unincorporated Santa Clara County	9%	\$251,577
Total	100%	\$3,000,000

Grant funds will be disbursed as reimbursement post-project. Funds for capital projects must be spent by December 31, 2028. Funds for community engagement projects must be spent by December 31, 2027.

## Grant Goals and Project Eligibility

SVCE's Noncompetitive Member Agency Grants will support the development of building and/or transportation electrification and/or energy resilience projects that enhance a municipal or community site. Projects can also include community engagement and education campaigns that address electrification and climate change, but this is not required. Project examples include, but are not limited to:

### Project Type and Examples

- Fleet Electrification (e.g., convert to electric fleet vehicles, install level 2 chargers or direct current fast chargers, install bidirectional EV charger and purchase compatible bidirectional fleet electric vehicle [EV]<sup>1</sup>)
- Facility Electrification (e.g., remove gas infrastructure and replace space/water/pool heating with heat pumps, kitchen electrification)

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<sup>1</sup> 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.

- Facility & Fleet Resilience (e.g., solar + battery storage, battery added to existing solar, off-grid EV chargers)
- Decarb Demonstration (any of the above examples combined with an educational component. Remove gas infrastructure and replace space/water/pool heating with heat pumps, kitchen electrification paired with an optional community engagement and education plan)
- Innovative Community Engagement (e.g., Community Needs Assessment, resilience hub tours, electric home tours, induction cooktop campaigns, rebates or incentives for electric appliances)

### Solar and Battery Project Requirement

Member agencies 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 member agency 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 member agency 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. Member agency 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 member agency is interested in participating in an external DR program, they must notify SVCE to receive approval. If the member agency has questions on this requirement, please reach out to SVCE.

### **Grant Form Terms and Conditions**

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. Applications submitted are public records subject to public review.

The submission of a Grant Form shall be deemed a representation and certification by the member agency that it:

- Has read, understands and agrees to the information and requirements set forth in this Grant Form.
  - Has the capability to complete the responsibilities and obligations of the Grant Form being submitted.
  - Represents that all information contained in the Grant Form is true and correct.
  - Acknowledges that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by member agency.
  - Will provide any and all documentation related to the Grant Form in a timely manner.
  - Has disclosed any conflicts of interest.
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- This Grant Form 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 forms or in anticipation of a contract.

The person signing below hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing.

Signed:



Printed Name:

Chris Constantin

Date:

12/3/2024

Organization:

Town of Los Gatos

Title:

Town Manager

Email Address:

manager@losgatosca.gov



**Grant Form Questions:**

Date of Grant Form: 12/3/2024	Name of Agency: Town of Los Gatos
Name and Email of Project Team: Parks and Public Works	Project Name: Corp Yard Electrification
Email: ppw@losgatosca.gov	Project Address: 41 Miles Avenue, Los Gatos CA 95030

Project Summary- Please briefly describe the project, site, technology (if applicable), and intended audience.

The Town of Los Gatos is requesting use of SVCE's non-competitive grant funds to support installation of 10 charging stations at the Parks and Public Works Corporation Yard at 41 Miles Avenue. The plan is to install 5 chargers of two ports each at 19.2 kiloWatts per charger. The current recommended charger (based on discussion with PG&E and Optony) is Autel AC Ultra. The manufacturer and model may change based on public bidding requirements but the installation will be similar to the Autel model recommended.

The installation at the Corporation Yard will support the Town's compliance with California's Clean Fleet requirements. There are currently no EV chargers on-site so the installation is a critical first step in the Town's compliance process. Vehicles charged with this infrastructure will be Town of Los Gatos fleet vehicles that support Parks and Public Works operations.



Project Details – Please explain why your agency has selected this project. What are you hoping to learn from the project? What information will you be using to assess the impact of the project? Who will benefit from the project?

This project will support the Town's compliance with the State of California's Clean Fleet Regulations. With the support of SVCE and Optony the Town has a strategic plan for electrification of its fleet to comply with the regulation. The installation of charging ports at the Parks and Public Works yard will provide the necessary infrastructure to begin converting the Town's medium and heavy duty vehicles to ZEV's. This project is proposed for funding to serve the dual purpose of positioning the Town to comply with State regulations, while also allowing PPW to be the use case and leader in the Town's conversion to clean fleet vehicles.

With this project the Town will learn important information about how to operate ZEV's and use them in the demanding environment of public works operations. Evaluating the performance of these vehicles and learning how they perform staff is hoping to learn how to convert more fleet to ZEV in the future.

Staff will assess performance of the charging infrastructure installed via this grant, and also the performance of the ZEV's that are purchased and put into service. Without installing the chargers staff cannot purchase ZEV's and evaluate their performance. Specifically staff will consider the performance of ZEV's in adverse conditions such as storm events as well as day to day operations. Consideration will be given to how long the charge lasts for various vehicles and whether the vehicles can meet the operational demands of the department.

With regard to the chargers, staff will evaluate maintenance costs and requirements, speed of charge, and the ease of use of the chargers.

The project will benefit the Town in its regulatory requirement, but also will contribute to the goals of green gas emission reduction to improvement quality of life for Bay Area residents.



Decarbonization and/or Resilience Benefits - Please describe how this project supports your agency's greenhouse gas reduction goals or climate action goals. 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.

The Town's General Plan 2040 includes recommendations to reduce the Town's Greenhouse Gas Emissions. Specifically, the defined goal (ENV9.1) is to reduce GHG levels from operation of Town Facilities to 40 percent below 1990 levels by 2030. The installation of chargers and subsequent purchase of ZEV's will advance the Town toward this goal. The purchase of ZEV's will result in the retirement of existing gas powered vehicles in the Town's fleet.

Community Engagement (OPTIONAL) – Please outline your agency's plan to engage the community for this project. If you are opting to include a community engagement plan, please include the needed items and activities in the proposed budget.

Since this change is not in a facility used by the public there is no engagement plan proposed. Following installation of the chargers, staff will share with the Los Gatos community, information about the project and the town's conversion to EV's.



Project Budget – Please provide a detailed budget table of the project’s activities and how SVCE’s funding will be used. Please list any external grants, matching funds, and in-kind resources that will be used with the project. There is no matching contribution required.

Project Timeline – Please provide a detailed timeline of the project’s activities and key milestones.

### **Eligible and Ineligible Project Costs:**

Eligible project costs include:

- Purchase of technologies that are either listed above or are alternatives to gas-powered appliances and align with SVCE’s mission.
- Consultant costs for planning, designing, and construction of the project.
- Costs associated with community feedback sessions, outreach and education events, and marketing materials (e.g., banners, flyers, and permanent signage).
- Fellow or intern. The fellow/intern’s assigned project must produce a deliverable directly related to decarbonization or complementary to the proposed project.
- Only costs directly related to activities or improvements made within the jurisdiction are eligible.

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 Competitive Member Agency Grant. The Competitive Member Agency Grant offers competitive funding to each of the thirteen member agencies to support the development of capital or engagement projects that support the electrification of member agency public buildings and/or electric vehicle infrastructure (EVI). 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 and matching with regional, utility, state, and federal grants.

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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.

Please send questions to Project Manager, Jessica Cornejo [[jessica.cornejo@svcleanenergy.org](mailto:jessica.cornejo@svcleanenergy.org)]

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**Project Budget and Timeline**

Town of Los Gatos PPW Fleet EV Chargers – Phase I  
SVCE Non-Competitive Grant Application  
December 2024

The Town of Los Gatos has been provided the following a project budget for the Phase I chargers:

<b>CORPYARD (41 Miles Ave) PROJECT COSTS</b>	
<b>LEVEL 2</b>	\$250,000
<b>Trenching</b>	\$16,000
<b>PG&amp;E EV Fleets Incentive</b>	\$20,000
<b>TOTAL</b>	<b>\$246,000</b>

This estimate was provided by Optony, who is performing the design work the Los Gatos chargers with funding provided by SVCE.

The funding from the non-competitive program will be used for construction of the charging infrastructure. The Town will competitively bid the construction in accordance with requirements of the California Contract Code and Town procurement policies pertaining to public works. Following award of the bid to the lowest responsible bidder, the Town will pay the contractor and seek reimbursement of the expenses from SVCE in accordance with the grant agreement.

Given the projected project cost of \$266,000, and the grant amount of \$173,184, the Town will seek additional funding sources for the gap of \$92,816. Gap funding may include the \$20,000 noted above from PGE and that application is in pending. Other grant sources may be sought, including SVCE Competitive Grants. It is expected that the Town’s General Fund Appropriate Reserve will be used to front the project costs and replenished through the reimbursement process. Grant funds will be used for construction. No grant funds will be used for staff time, permit fees or other ineligible activities.

Design of the infrastructure is currently underway and PG&E is evaluating the requirements associated with upgraded electric service to support the chargers. Staff expects that the project would be ready for bidding by Q4 2025, with construction occurring in 2026.