

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.24
(ID # 21193)**

MEETING DATE:
Tuesday, October 31, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:

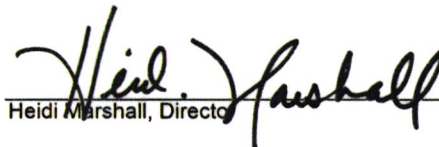
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS / COMMUNITY ACTION PARTNERSHIP (HWS / CAP): Approval of the Use of \$60,000 in Sharing Households Assist Riverside's Energy (SHARE) Program Funding and \$90,000 in Community Services Block Grant (CSBG) Funding and Approval of the Sole Source Service Provider and subsequent Grant Agreement with GRID Alternative, Inc. for the Free Solar Power Panel Program; District 1. [\$150,000 – 100% SHARE & CSBG Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the use of \$60,000 in Sharing Households Assist Riverside's Energy (SHARE) Program funds and \$90,000 in Community Services Block Grant (CSBG) funds for the Free Solar Power Panel Program;

Continued on Page 2

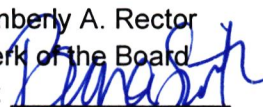
ACTION:Policy


Heidi Marshall, Director 10/5/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: October 31, 2023
xc: HWS/CAP

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the awarding of a sole source Grant Agreement to Grid Alternatives Inland Empire Inc. (Contractor) to provide the free solar panel construction service throughout the City of Riverside (collectively, the Solar Program) for an amount not to exceed \$150,000 subject to approval as to form by County Counsel;
3. Approve the Grant Agreement (Agreement), for the Solar Program by and between County of Riverside's Community Action Partnership agency, and Contractor, subject to approval as to form by County Counsel;
4. Authorize the Director of Housing and Workforce Solutions (HWS) or designee to execute the Agreement with the Contractor on behalf of the County; and
5. Authorize the HWS Director, or designee, to take all necessary steps to implement the Agreement, including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and (b) negotiating, signing and implementing any amendments to the Agreement, including, but not limited to, amendments that result in an increase or decrease in the award of funds to the Contractor, and extensions or terminations of the Agreement, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$150,000	\$ 0	\$150,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Sharing Households Assist Riverside's Energy (SHARE) Funds & Community Services Block Grant (CSBG) Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Community Action Partnership of Riverside County (CAP) has received Sharing Households Assist Riverside's Energy (SHARE) funds in the amount \$60,000. These funds are strictly designated to assist low-income single-family homeowners with their utility needs. In this case, CAP will use the funding to help clients acquire a solar photovoltaic panel system by paying for the necessary parts or labor when retrofitting an older home for solar power. Typical work or parts include:

- 1) Electrical panel upgrades
- 2) Roof repairs and improvements

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- 3) Tree trimming
- 4) Job training of local interns

CAP has also allocated \$90,000 from its Community Services Block Grant (CSBG) funds to this project, in order to complete the projected goal of renovating 100 low-income homes for solar panels.

CAP advertised and posted a Request for Information (RFI) outlining the Free Solar Panel Program and asked for any qualified solar contractors to provide a letter of interest by the deadline. The only response received was from GRID Alternatives Inland Empire, Inc., (GRID).

GRID routinely partners with the City of Riverside and the Eastside Climate Collaborative, putting Cap-and-Trade dollars to work reducing greenhouse gas emissions under the California Strategic Growth Council's Transformative Climate Communities (TCC) program. GRID has previously been awarded funds to install 410kW of free solar for 100 low-income homeowners, thereby preventing 7,011 tons of greenhouse gas emissions. These systems will save residents a combined total of over \$4.5 million dollars over the lifetime of their solar systems. These installations also support local workforce development through the hands-on solar installation job training of 30 interns.

To this end, CAP seeks to assist GRID in placing one hundred (100) solar power photovoltaic panel systems on low-income, single family residential homes that are within the established TCC. The cost of these systems will be entirely paid for by GRID, while CAP's grant funding will be limited to assisting with electrical panel upgrades, tree trimming and roof improvements. All project houses must be within the boundaries of this TCC, which can be found at the following link:

<https://cityofriverside.maps.arcgis.com/apps/webappviewer/index.html?id=493a446e186d406ea324be375c06bdfd>

Award of SHARE Grant Funds

In 1989, the Riverside Public Utilities (RPU) established the Sharing Households Assist Riverside's Energy program (SHARE) to provide low-income residents with utility bill assistance. In an effort to enhance the SHARE program, the City of Riverside entered into an Agreement with the County of Riverside's Community Action Partnership (CAP) agency on July 1, 1999 to administer the program. The program has effectively assisted over 95,000 low-income residential customers. Currently, CAP has \$60,000 in grant funds from this program, along with \$90,000 in CSBG funds which it will use to fund this project.

The Grant agreement between GRID and CAP is memorialized in the proposed Grant Agreement (Agreement), attached hereto, which sets forth the terms for administration of these

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funds for the preparation of low-income single-family homes for the Free Solar Panel Installation Program.

County Counsel has approved the Agreement as to form. Staff recommends that the Board approves the expenditure of the not to exceed amount of \$150,000.

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens of Riverside County. Assisting the county's lower income residents with free solar panel installation will help them with defraying the ever-increasing cost of electricity in California.

SUPPLEMENTAL:

Additional Fiscal Information

This item has no impact upon the County's General Fund; the project will be fully funded through CAP's SHARE and CSBG funds.

ATTACHMENTS:

- Grant Agreement (3)


Brianna Lontajo, Principal Management Analyst 10/24/2023


Aaron Gettis, Deputy County Counsel 10/17/2023

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

GRANT AGREEMENT

This Grant Agreement (the "Agreement"), dated as of June ____, 2023 (the "Effective Date") is by and between the **Community Action Partnership**, ("CAP"), a political subdivision of the State of California and **Grid Alternatives Inland Empire, Inc.**, a Delaware corporation, ("GRID", or the "Grantee").

WHEREAS, CAP works to improve the lives of low and moderate income households by providing support to the community;

WHEREAS, the purpose of the Grant funds are to be used for various improvements to low-income single family homes for the preparation of installation of free solar photovoltaic panels, as identified in the Scope of Work in Exhibit A;

WHEREAS, CAP had advertised a Request for Information ("RFI") no. CAARC-0059 with a closing date of March 21st, 2023, for any qualified solar contractor that wanted to be involved in the Free Solar Power Panel program and obtain the grant from CAP to commence work on the program. GRID Alternatives Inland Empire, Inc., ("Grantee") was the only respondent and awarded the grant;

WHEREAS, CAP has determined that the support of the Grantee in the work contemplated by this Agreement furthers the purposes of CAP;

WHEREAS, the Grantee has agreed to use the funds provided by this Agreement (the "Grant") to support this purpose by implementing the preparation work and/or repairs needed, as set forth in Exhibit A, (the "Scope of Work"); and

WHEREAS, the Community Action Partnership and GRID desire to enter into this Agreement to provide for the terms and conditions of the Grant.

NOW THEREFORE, CAP and the Grantee agree as follows:

1. Grant.

The CAP pledges and agrees to provide the Grantee a Grant in the form of cash or cash equivalents in an amount not to exceed \$150,000.00 [ONE HUNDRED FIFTY THOUSAND DOLLARS]. Grant funds will be paid in U.S. Dollars no sooner than what is laid out in the Grant Payout Schedule in Section 5(c).

2. Use of Grant.

The Grant is to be used only to support the work detailed in accordance with Scope of Work. The Grantee must obtain the prior written consent of CAP before using the Grant for goods or services outside the Scope of Work; the failure to comply with this provision

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may invalidate any obligation of CAP to pay any invoices for such goods or services and constitute breach of this contract.

3. Term.

- (a) The Grant term will begin as of the Effective Date and end on June 30, 2024. Any funds not used by the end of the Grant term toward the purposes of this Grant will be returned to CAP within thirty (30) days after the end of the Grant term unless otherwise agreed upon by both parties in writing, in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either CAP or the Grantee without cause by giving the other party sixty (60) days' prior written notice; or,
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day "cure" period after the non-breaching party shall have given notice to the breaching party of such breach.
- (c) If the Agreement is terminated by either party for any reason, CAP will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of CAP has previously been obtained.

4. Contractor(s)

- (a) CAP hereby appoints the Grantee as its sole and exclusive agent with respect to any contractors, subcontractors, community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a "Contractor") engaged by the Grantee to support the implementation of the Scope of Work. Each Contractor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Contractor for purposes of this Agreement (the "Contractor Contracts"), including, without limitation, payment of Contractor(s)' invoices, managing and overseeing the performance of each Contractor under the Contractor Contracts and monitoring such Contractor's adherence to its duties, obligations, and responsibilities thereunder.
- (c) Notwithstanding the above, Grantee shall notify CAP in a timely, written manner of any Contractors engaged for the purposes of this Agreement.

5. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following conditions:
 - (i) Receipt by CAP of a fully executed copy of this Agreement, which includes the Scope of Work.
 - (ii) Approval by the Board of Supervisors.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports and Financial Reporting consisting in form or substance similar to the provided, "Reimbursement Request", attached hereto as Exhibit B.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Grantee covenants that they shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, CAP's exempt status under the Internal Revenue Code, or which could hinder CAP's ability to fulfill its mission.
 - (iv) The Grantee shall review each invoice submitted by any Contractors for the performance of services in light of the purposes as expressed in the Scope of Work and shall promptly furnish the CAP with copies of vendor invoices or other such proof of services provided pursuant to this Agreement, when requested. The Grantee shall determine that the Contractors are in compliance. The Grantee should proactively notify CAP on a quarterly basis whether the Contractors are in compliance with the Grant Agreement and thus appropriately eligible for payment disbursement(s).
- (c) Grant Payout Schedule:
 - (i) One hundred percent (100%) of Grant funds (\$150,000.00) will be available upon execution of this Agreement and subsequent approval by the Board of Supervisors.

6. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 5:

- (a) An increase in the Scope of Work and subsequent outcome goals would only be made in consultation with the Grantee.
- (b) Services provided by the Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

7. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Exhibit A (the "Scope of Work"). Failure to adhere to these conditions will constitute an act of default and result in the Grantee's obligation to return part or all of the Grant funds to CAP and the termination of any obligation of CAP to pay subsequent invoices submitted after such default. In such a case, CAP will determine in its reasonable discretion the percentage of the Grant to be returned. In the event that CAP terminates the Grant as provided herein, the Grantee shall return Grant funds to CAP within the time period specified by CAP upon termination.

During the Grant Term and beyond as applicable, the Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Scope of Work.

The Grantee will oversee and direct the work of all Contractors with respect to the Scope of Work. In particular, the Grantee will monitor and manage any Contractor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Contractor. The Grantee and its Contractor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such sub-agreement to CAP.

- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to this Agreement. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to CAP. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by CAP.
 - (ii) The Grantee will provide immediate written notification to CAP if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without

limitation, changes in the Grantee's or any Contractor(s)' management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grantee's Budget or any Contractor(s)' budget. CAP, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.

- (c) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work.
- (d) Adhere to CAP financial compliance stipulations as set forth below:
 - (i) The Grantee will maintain financial records to clearly account for the Grant funds from CAP and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to CAP upon request.
 - (ii) CAP reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During, and at least three years following the end of the Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of CAP Grant funds.
- (e) Adhere to the following prohibitions on the use of the Grant:

Under no circumstances will the Grantee or any other organization receiving CAP's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a grant to an individual for travel, study, or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make subgrants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of CAP or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
- (iv) Any other purposes outside what is stated in the Scope of Work without express written permission from CAP.

8. Compliance with Laws.

Grantee shall comply with and shall ensure that any Contractors or subcontractors engaged by the Grantee in connection with the Program comply with all local, state, and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain and shall ensure that any Contractors or subcontractors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

9. Indemnification.

- (a) The Grantee shall indemnify, defend, and hold harmless CAP, including its staff, and its officers, directors or trustees, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the Grantee, its employees, agents, representatives, Contractors or sub-Contractors, or because of any negligence or fault of the Grantee, its employees, agents, representatives, Contractors and subcontractors. In addition, the Grantee shall ensure that all Contractors and subcontractors indemnify and hold harmless CAP, including its staff, and its officers, directors or trustees, employees, and agents from such claims. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) Each of the parties hereto shall take all steps necessary to ensure that its staff, officers or trustees, employees, agents, representatives, Contractors, and subcontractors are covered under all insurance policies necessary to effectuate the provisions of this Section.

10. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

11. Reserved.

12. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities, or duties hereunder or under any Contractor Contract, either in whole or in part, without the prior written consent of CAP.

13. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by CAP, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

14. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

15. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

16. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid, and binding agreement of each party, and is enforceable against each party in accordance with its terms.

17. Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the State of California, within the County of Riverside.

18. Reserved.

19. Reserved.

20. Amendments.

CAP shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) CAP has received written request from the Grantee stating the nature of the amendment request, and (ii) CAP has executed a written agreement describing the terms of the amendment.

21. Counterparts.

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed, or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt.

GRANTEE

GRID Alternatives Inland Empire
2100 Atlanta Avenue
Riverside, CA 92501
Attn: Jaime Alonso, Executive Director

CAP

Community Action Partnership
2038 Iowa Avenue Suite B102
Riverside, CA 92507
Attn: Executive Director

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the dates set forth below:

CAP:

The County of Riverside, a political subdivision of the State of California, on behalf of its Community Action Partnership agency

GRANTEE:

GRID Alternatives Inland Empire, Inc., a Delaware corporation

By: _____
Heidi Marshall
Executive Director

By:  _____
Jaime Alonso
Chief Executive Officer

Dated: _____

Dated: 9/26/23

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

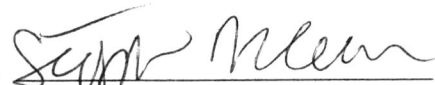
By:  _____
Stephanie K. Nelson,
Deputy County Counsel

EXHIBIT A

SCOPE OF WORK

GRID Alternatives Inland Empire, Inc., (Grantee) or its Contractor(s), will complete the necessary upgrades, repairs and services that ensure the TCC Riverside-qualified low income, single-family homes located within the boundaries of the TCC Riverside project area, are made solar suitable and ready for the installation of grid-tied, rooftop photovoltaic energy systems. 100 Photovoltaic Solar Electric Systems installed in Project TCC Riverside region. These will be homeowner owned solar systems with no 5kW system max or 85% design rating restrictions. Not all houses will require everything on this list:

- Permitting and Interconnection Application
- Electrical Panel Upgrades – As Needed
- Energy Education
- Volunteer and Job Training
- Tree Trimming – As Needed
- Roof Improvements – As Needed

These installations shall also support local workforce development through the hands-on solar installation job training of thirty (30) interns.

Grantee/Contractor will furnish all labor, materials, equipment, supervision, and contract administration to install the solar photovoltaic panels at each property in a good and workmanlike manner, using new materials and products throughout, subject to the following included and excluded items:

All tools, materials, and equipment shall be provided by the Grantee/Contractor and must meet all local applicable safety requirements. CAP assumes no responsibility for the loss or damage to equipment, tools or materials stored at the job site.

Grantee/Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work.

All Work shall be performed in accordance with local safety standards and recognized safe practices.

Grantee/Contractor to ensure proper removal of all debris and all other components from each property and shall provide a cleared worksite free of all debris and equipment. Client's trash containers shall not be used for disposal of Contractor waste.

Grantee/Contractor is responsible to field verify existing conditions and promptly notify CAP if discrepancies in and omissions from the plans, specifications or other documents are found in the field, including unforeseen conditions that may affect the successful completion of the Project.

EXHIBIT B
CAP REIMBURSEMENT REQUEST
(behind this page)

GRANT AGREEMENT

This Grant Agreement (the "Agreement"), dated as of June ____, 2023 (the "Effective Date") is by and between the **Community Action Partnership**, ("CAP"), a political subdivision of the State of California and **Grid Alternatives Inland Empire, Inc.**, a Delaware corporation, ("GRID", or the "Grantee").

WHEREAS, CAP works to improve the lives of low and moderate income households by providing support to the community;

WHEREAS, the purpose of the Grant funds are to be used for various improvements to low-income single family homes for the preparation of installation of free solar photovoltaic panels, as identified in the Scope of Work in Exhibit A;

WHEREAS, CAP had advertised a Request for Information ("RFI") no. CAARC-0059 with a closing date of March 21st, 2023, for any qualified solar contractor that wanted to be involved in the Free Solar Power Panel program and obtain the grant from CAP to commence work on the program. GRID Alternatives Inland Empire, Inc., ("Grantee") was the only respondent and awarded the grant;

WHEREAS, CAP has determined that the support of the Grantee in the work contemplated by this Agreement furthers the purposes of CAP;

WHEREAS, the Grantee has agreed to use the funds provided by this Agreement (the "Grant") to support this purpose by implementing the preparation work and/or repairs needed, as set forth in Exhibit A, (the "Scope of Work"); and

WHEREAS, the Community Action Partnership and GRID desire to enter into this Agreement to provide for the terms and conditions of the Grant.

NOW THEREFORE, CAP and the Grantee agree as follows:

1. Grant.

The CAP pledges and agrees to provide the Grantee a Grant in the form of cash or cash equivalents in an amount not to exceed \$150,000.00 [ONE HUNDRED FIFTY THOUSAND DOLLARS]. Grant funds will be paid in U.S. Dollars no sooner than what is laid out in the Grant Payout Schedule in Section 5(c).

2. Use of Grant.

The Grant is to be used only to support the work detailed in accordance with Scope of Work. The Grantee must obtain the prior written consent of CAP before using the Grant for goods or services outside the Scope of Work; the failure to comply with this provision

may invalidate any obligation of CAP to pay any invoices for such goods or services and constitute breach of this contract.

3. Term.

- (a) The Grant term will begin as of the Effective Date and end on June 30, 2024. Any funds not used by the end of the Grant term toward the purposes of this Grant will be returned to CAP within thirty (30) days after the end of the Grant term unless otherwise agreed upon by both parties in writing, in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either CAP or the Grantee without cause by giving the other party sixty (60) days' prior written notice; or,
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day "cure" period after the non-breaching party shall have given notice to the breaching party of such breach.
- (c) If the Agreement is terminated by either party for any reason, CAP will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of CAP has previously been obtained.

4. Contractor(s)

- (a) CAP hereby appoints the Grantee as its sole and exclusive agent with respect to any contractors, subcontractors, community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a "Contractor") engaged by the Grantee to support the implementation of the Scope of Work. Each Contractor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Contractor for purposes of this Agreement (the "Contractor Contracts"), including, without limitation, payment of Contractor(s)' invoices, managing and overseeing the performance of each Contractor under the Contractor Contracts and monitoring such Contractor's adherence to its duties, obligations, and responsibilities thereunder.
- (c) Notwithstanding the above, Grantee shall notify CAP in a timely, written manner of any Contractors engaged for the purposes of this Agreement.

5. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following conditions:
 - (i) Receipt by CAP of a fully executed copy of this Agreement, which includes the Scope of Work.
 - (ii) Approval by the Board of Supervisors.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports and Financial Reporting consisting in form or substance similar to the provided, "Reimbursement Request", attached hereto as Exhibit B.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Grantee covenants that they shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, CAP's exempt status under the Internal Revenue Code, or which could hinder CAP's ability to fulfill its mission.
 - (iv) The Grantee shall review each invoice submitted by any Contractors for the performance of services in light of the purposes as expressed in the Scope of Work and shall promptly furnish the CAP with copies of vendor invoices or other such proof of services provided pursuant to this Agreement, when requested. The Grantee shall determine that the Contractors are in compliance. The Grantee should proactively notify CAP on a quarterly basis whether the Contractors are in compliance with the Grant Agreement and thus appropriately eligible for payment disbursement(s).
- (c) Grant Payout Schedule:
 - (i) One hundred percent (100%) of Grant funds (\$150,000.00) will be available upon execution of this Agreement and subsequent approval by the Board of Supervisors.

6. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 5:

- (a) An increase in the Scope of Work and subsequent outcome goals would only be made in consultation with the Grantee.
- (b) Services provided by the Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

7. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Exhibit A (the "Scope of Work"). Failure to adhere to these conditions will constitute an act of default and result in the Grantee's obligation to return part or all of the Grant funds to CAP and the termination of any obligation of CAP to pay subsequent invoices submitted after such default. In such a case, CAP will determine in its reasonable discretion the percentage of the Grant to be returned. In the event that CAP terminates the Grant as provided herein, the Grantee shall return Grant funds to CAP within the time period specified by CAP upon termination.

During the Grant Term and beyond as applicable, the Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Scope of Work.

The Grantee will oversee and direct the work of all Contractors with respect to the Scope of Work. In particular, the Grantee will monitor and manage any Contractor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Contractor. The Grantee and its Contractor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such sub-agreement to CAP.

- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to this Agreement. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to CAP. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by CAP.
 - (ii) The Grantee will provide immediate written notification to CAP if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without

limitation, changes in the Grantee's or any Contractor(s)' management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grantee's Budget or any Contractor(s)' budget. CAP, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.

- (c) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work.
- (d) Adhere to CAP financial compliance stipulations as set forth below:
 - (i) The Grantee will maintain financial records to clearly account for the Grant funds from CAP and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to CAP upon request.
 - (ii) CAP reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During, and at least three years following the end of the Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of CAP Grant funds.
- (e) Adhere to the following prohibitions on the use of the Grant:

Under no circumstances will the Grantee or any other organization receiving CAP's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a grant to an individual for travel, study, or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make subgrants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of CAP or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
- (iv) Any other purposes outside what is stated in the Scope of Work without express written permission from CAP.

8. Compliance with Laws.

Grantee shall comply with and shall ensure that any Contractors or subcontractors engaged by the Grantee in connection with the Program comply with all local, state, and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain and shall ensure that any Contractors or subcontractors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

9. Indemnification.

- (a) The Grantee shall indemnify, defend, and hold harmless CAP, including its staff, and its officers, directors or trustees, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the Grantee, its employees, agents, representatives, Contractors or sub-Contractors, or because of any negligence or fault of the Grantee, its employees, agents, representatives, Contractors and subcontractors. In addition, the Grantee shall ensure that all Contractors and subcontractors indemnify and hold harmless CAP, including its staff, and its officers, directors or trustees, employees, and agents from such claims. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) Each of the parties hereto shall take all steps necessary to ensure that its staff, officers or trustees, employees, agents, representatives, Contractors, and subcontractors are covered under all insurance policies necessary to effectuate the provisions of this Section.

10. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

11. Reserved.

12. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities, or duties hereunder or under any Contractor Contract, either in whole or in part, without the prior written consent of CAP.

13. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by CAP, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

14. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

15. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

16. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid, and binding agreement of each party, and is enforceable against each party in accordance with its terms.

17. Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the State of California, within the County of Riverside.

18. Reserved.

19. Reserved.

20. Amendments.

CAP shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) CAP has received written request from the Grantee stating the nature of the amendment request, and (ii) CAP has executed a written agreement describing the terms of the amendment.

21. Counterparts.

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed, or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt.

GRANTEE

GRID Alternatives Inland Empire
2100 Atlanta Avenue
Riverside, CA 92501
Attn: Jaime Alonso, Executive Director

CAP

Community Action Partnership
2038 Iowa Avenue Suite B102
Riverside, CA 92507
Attn: Executive Director

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the dates set forth below:

CAP:

The County of Riverside, a political subdivision of the State of California, on behalf of its Community Action Partnership agency

GRANTEE:

GRID Alternatives Inland Empire, Inc., a Delaware corporation

By: 
Heidi Marshall
Executive Director

By: 
Jaime Alonso
Chief Executive Officer

Dated: 11/20/2023

Dated: 9/26/23

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 
Stephanie K. Nelson,
Deputy County Counsel

EXHIBIT A

SCOPE OF WORK

GRID Alternatives Inland Empire, Inc., (Grantee) or its Contractor(s), will complete the necessary upgrades, repairs and services that ensure the TCC Riverside-qualified low income, single-family homes located within the boundaries of the TCC Riverside project area, are made solar suitable and ready for the installation of grid-tied, rooftop photovoltaic energy systems. 100 Photovoltaic Solar Electric Systems installed in Project TCC Riverside region. These will be homeowner owned solar systems with no 5kW system max or 85% design rating restrictions. Not all houses will require everything on this list:

- Permitting and Interconnection Application
- Electrical Panel Upgrades – As Needed
- Energy Education
- Volunteer and Job Training
- Tree Trimming – As Needed
- Roof Improvements – As Needed

These installations shall also support local workforce development through the hands-on solar installation job training of thirty (30) interns.

Grantee/Contractor will furnish all labor, materials, equipment, supervision, and contract administration to install the solar photovoltaic panels at each property in a good and workmanlike manner, using new materials and products throughout, subject to the following included and excluded items:

All tools, materials, and equipment shall be provided by the Grantee/Contractor and must meet all local applicable safety requirements. CAP assumes no responsibility for the loss or damage to equipment, tools or materials stored at the job site.

Grantee/Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work.

All Work shall be performed in accordance with local safety standards and recognized safe practices.

Grantee/Contractor to ensure proper removal of all debris and all other components from each property and shall provide a cleared worksite free of all debris and equipment. Client's trash containers shall not be used for disposal of Contractor waste.

Grantee/Contractor is responsible to field verify existing conditions and promptly notify CAP if discrepancies in and omissions from the plans, specifications or other documents are found in the field, including unforeseen conditions that may affect the successful completion of the Project.

EXHIBIT B

CAP REIMBURSEMENT REQUEST

(behind this page)