SANTA CLARA UNIVERSITY GRANT AGREEMENT

Jōvan Grogan City of Santa Clara | Silicon Valley Power 1500 Warburton Ave. Santa Clara, CA 95050

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The President and Board of Trustees of Santa Clara University 500 El Camino Real Santa Clara, CA 95053

Attention: Julie H. Sullivan, Ph.D., President, Santa Clara University

Cc: Eva Blanco Masias, Vice President, Enrollment Management, Santa Clara University

James Lyons, Vice President, University Relations, Santa Clara University Lindsey Kalkbrenner, Director, Center for Sustainability, Santa Clara University

Dear Dr. Sullivan and Trustees:

On behalf of Silicon Valley Power ("SVP"), the City of Santa Clara (hereafter referred to as "the City"), a municipal corporation, grants \$138,720.00 ("Grant") to Santa Clara University ("SCU") in installments over two years for sustainability and green energy sectors as further delineated below. The City and SCU agree that the Grant shall be subject to the terms and conditions of this agreement ("Agreement"). The City and SCU are individually referred herein as "Party" and collectively as "Parties".

Payments will be made according to the terms and schedules set forth in this Agreement.

The Grant funds shall be used to establish the Silicon Valley Power Sustainable Futures Post-baccalaureate Fellowship (hereafter referred to as the "SVPSF Postbac") which will be administered by SCU's Center for Sustainability under the authority of its director and the division Vice President to whom it reports. Funds shall support at least one post-baccalaureate fellow position for a fixed term of two years.

Grant Inspiration and Purpose

SCU is located within SVP's service territory creating a clear foundation for the development of a multi-year collaboration as both organizations commit to climate change mitigation, and investing in diversity, equity, and inclusion of individuals from all backgrounds. The goal of the SVPSF Postbac is to strengthen a green workforce pipeline of diverse talent and leadership in the sustainability and clean energy sectors as follows:

1. Professional Development and Industry Exposure: The SVPSF Postbac will strengthen career pathways through structured programs and direct engagement with industry leaders, focusing on recent graduates who are first generation college students, Pell Grant-eligible, and/or from socio-economically disadvantaged communities who demonstrate commitment to sustainability and clean energy innovation.

- 2. Applied Research and Project Implementation: The SVPSF Postbac will support intensive project-based experiences that translate academic knowledge into practical solutions, enabling fellows to develop specialized technical expertise while delivering measurable impact on local sustainability initiatives and climate action plans.
- 3. Strategic Partnership Development: The program will strengthen connections between SVP, local industry partners, and regional sustainability initiatives, creating opportunities to develop innovative solutions advanced by fellows while establishing clear pathways for emerging professionals in the green economy.

The SVPSF Postbac builds on the foundation of the Silicon Valley Sustainable Futures Program (hereinafter referred to as the "SVPSF Program") which serves as a catalyst for an education and green workforce pipeline of diverse talent and leadership in sustainability and clean energy sectors as follows:

- 1. Access and Affordability: The SVPSF Program Scholarship supports annual gap scholarships that improve access to undergraduate studies at SCU with a preference for community-college transfer students who are from socio-economically disadvantaged communities from traditionally underrepresented socio-economic backgrounds.
- 2. High-Impact Learning Experiences: In addition, the SVPSF Program Fellowship supports annual high-impact learning experiences that provide real-world perspectives and experiences as well as opportunities to build critical applied skills that enhance students' early-career and post-graduate success.
- 3. Partnership Opportunities: Using a model of student led projects that provides increased understanding of local climate or sustainability related problems, the City and SCU can build opportunities for developing local solutions and recommendations through student research and community outreach while providing exposure to green jobs.

To ensure that the intention of the Grant is actualized, the City and SCU agree to comply with the provisions:

I. DECISION-MAKING, SELECTION, AND CANDIDATE QUALIFICATIONS

SVSFP Postbac awards shall be administered by the Director of the Center for Sustainability at SCU under the supervision of the Division Vice President, to which they report, and in consultation with SCU's Vice President for Diversity, Equity, and Inclusion.

Administration and Decision-Making:

- 1. SCU shall be the sole administrator of the SVPSF Post-baccalaureate Fellow awards; provided, that any such decision shall comply with the terms of this Agreement.
- 2. SCU's Center for Sustainability Director shall have final decision-making authority on the administration of the SVPSF Postbac and may delegate administrative functions to members of their staff.

- 3. SCU shall retain decision-making authority over all individual awards. The City shall not have an active role in the process of selecting and awarding the SVPSF Postbac; provided that any such decision shall comply with the terms of this Agreement.
- 4. SCU may, at its discretion, delegate components of the participant selection process to partnering Climate/Sustainability Corps programs that have an appropriate selection and vetting infrastructure in place and a process that aligns with our hiring goals.
- 5. SCU shall fully comport with the Grant inspiration, purpose, and other terms of this Agreement.

Function, Number, Location, Position Qualifications:

- 6. The SVPSF Postbac shall be offered as a full-time paid position to a recent graduate of Santa Clara or another baccalaureate institution. The position may provide a variety of services, including but not limited to (1) project-based oversight, (2) mentoring SVPSF fellows and scholars, (3) hosting relevant events, (4) liaising with SCU faculty, the local community, and City agencies, (5) identification of future projects aligned with SCU program objectives and the goals of the City of Santa Clara Climate Plan, (6) support for the implementation of completed project deliverables and policy recommendations into practice, and (7) development, management, and operations of datasets, tools, GIS mapping frameworks, and other shared assets supporting the SVPSF program.
- 7. SVPSF Postbac awards shall be offered to candidates with a two-year term. Should a candidate decide not to renew for the second year or, at any time, terminate their position early, SCU may hire a new candidate for the remainder of the term.
- 8. SCU shall award at least one SVPSF Postbac award and may, at its discretion, combine this Grant with other external funding from organizations such as the SEI Climate Corps, Sustainability Service Corps, AmeriCorps, California Climate Action Corps, or others to expand the number of available awards; provided that any such program shall be compatible and serve the goals of the SVPSF Program as described on the second page. The City reserves the right to reject any combined funding.
- 9. The SVPSF Postbac shall be housed at the Santa Clara University campus and, at the discretion of SCU, may be hosted for short-term residencies or part-time hours from City agency or partner sites.
- 10. Qualified applicants shall have earned their baccalaureate degree from Santa Clara University or another accredited four-year college or university within four years of the position's start date and demonstrate the following:
 - a. A record of academic and project-based leadership experience in a relevant sustainability-oriented field,
 - b. Charisma, leadership, and the capacity to effectively mentor undergraduate students in project-based assignments,

- c. Strong analytical and communication skills, including the development and implementation of policy research, quantitative analysis models, GIS mapping, and qualitative analysis, as well as the production of high-quality narrative reports and policy recommendations,
- d. Strong capacity to organize and manage multiple partner relationships and projects with competing deadlines and priorities, and
- e. Fluency with modern project management software and disciplinary technologies that are judged critical to program execution.

Candidate Prioritization: SCU shall prioritize the selection of candidates who:

- 1. Demonstrate a clear intention to pursue graduate studies or a career path in sustainability or clean power jobs, and
- 2. Have prior experience with theoretical and project-based approaches that involve equity in sustainability fields.

Recipient Disclosures: As a condition of accepting the SVPSF Postbac, recipients shall agree to disclose their individual name, the name of their current or most recently attended university, city of residence, and SVPSF Postbac grant amount to the City. Should the Post-baccalaureate Fellow also be simultaneously enrolled as a student in one of SCU's graduate programs and subject to FERPA regulations, any information not qualifying as Directory Information under SCU's Family Educational Rights and Privacy Act of 1974 (FERPA) policy would be subject to Section VI.1, FERPA.

II. GRANT RECOGNITION

In the interest of communicating the impact of this Grant and SCU's progress toward its vision of advancing career pathways for the sustainability and clean power sectors, SCU shall provide the following to the City:

- 1. Annually, the grant recipient will collaborate with the SCU's Institutional Giving Office to develop/update a key performance indicator (KPI) matrix (e.g., academic progress, graduation success, selection of sustainability careers, etc.) that will track program activities, outcomes, and impacts. At the end of each academic year, these KPIs will be translated into a brief narrative progress report for submission to the City and its City Council.
- 2. Annually, the SCU SVPSF Postbac leads shall make reasonable arrangements to host City staff and executives for a campus visit to meet with students, engage with their projects, and discuss project ideas, mentorship opportunities, etc. Selected students may also be invited to share their experiences at Santa Clara City Council meetings or events.
- 3. Annually, the SCU SVPSF Postbac leads shall make reasonable arrangements with the City to develop a brief impact story or video featuring at least one scholar or fellow that can be shared publicly via SCU and City digital media channels.

III. GRANT RECOGNITION

Except as otherwise provided in this Agreement, neither Party shall use the name of the other Party or the name of any division thereof, or any logo or insignia of other Party or division thereof, or otherwise identify the other Party or division thereof, in any form of publicity or disclosure without the prior written consent the other Party, which consent may be withheld in the other Party's sole discretion. Any request for any such name or insignia use shall be directed to the Office of Marketing and Communications at SCU, in the case of SCU.

IV. GRANT PAYMENT SCHEDULE

The Grant will be paid in two equal installments in cash or other marketable securities on the following schedule:

Year 1: a payment of \$68,000 shall be made by XXXX, 2025

Year 2: a payment of \$70,720 shall be made by May 30, 2026

V. GRANT RENEWAL AND COST-OF-LIVING ESCALATION

This Agreement may be extended for additional two year terms by execution of an extension letter between the authorized executive of each Party. The baseline annualized value of the award shall be \$70,720 in 2025 dollars and shall escalate by 4% annually thereafter to adjust for increases in the cost of living.

VI. MISCELLANEOUS

- 1. FERPA: The City recognizes that SCU is an educational institution subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA") and that the City may have access to student information during the performance of the Agreement. The City agrees that it is a "School Official" (as that term is used in 34 CFR Part 99, §99.31(a)(1)(i)(B)) with a "legitimate educational interest" in any student data that is protected by FERPA and, therefore, the City agrees that with respect to all student data that is protected by FERPA, to the extent that the City accesses unencrypted student data that is subject to FERPA, the City will comply with all obligations of a School Official with respect to such access.
- 2. Intellectual Property Ownership: The Parties agree that, except as specifically provided herein, all deliverables described in Section II of the Agreement ("Deliverables") are the property of SCU and that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by SCU, solely or in collaboration with others, during the term of this Agreement and arising out of, or in connection with, the performance of this Agreement (collectively, "Inventions"), are the sole property of SCU. To the extent that SCU Intellectual Property is incorporated into any Deliverables, as described under Section II of this Agreement, SCU grants the City an irrevocable, nonexclusive, non-transferable, royalty-free, limited license for the City to use SCU Intellectual Property to the extent necessary to provide such Deliverables and for the City's use only.

This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and no agreement, statement or promise made by either the City or SCU which is not

contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any matters covered hereby shall be effective for any purpose.

By their execution of this Agreement below, the Parties are to be bound by this Agreement.

CITY OF SANTA CLARA		
Jōvan Grogan	 	
City Manager		
Approved as to Form		
Glen R. Googins City Attorney	Date	
SANTA CLARA UNIVERSITY		
Julie H. Sullivan, President	 Date	