

### AMENDMENT TO GRANT AGREEMENT

This Amendment to the Grant Agreement executed on August 14, 2018 (collectively, the “Agreement”) by and between the County of Santa Clara, a political subdivision of the state of California (“Grantor”) and The Alliance for Climate Protection d/b/a The Climate Reality Project (“Grantee”), is effective as of the last date this Amendment is executed by all Parties herein below. Grantor and Grantee are each a “Party” and collectively the “Parties” to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to the foregoing and as follows:

1. **GRANT FUNDS.** A grant in the total amount of \$169,750 (“Grant Funds”) will be disbursed to the Grantee in accordance with the terms and conditions in the August 14, 2018 Grant Agreement, as well as the following terms and conditions.
2. **EXHIBITS.** Exhibit A of the August 14, 2018 Grant Agreement is replaced by the attached Exhibit A (2019-2020 Project Scope, Deliverables, Timeline and Grant Disbursement Schedule), which is incorporated herein by reference. Exhibit B (Insurance and Indemnity Requirements) continues to apply to this Agreement.
3. **PURPOSE AND ACTIVITY.** Grant Funds may only be used by the Grantee for the “Project” set out in Exhibit A attached to and made a part of this Agreement by this reference. This Agreement is not a pledge or commitment by the County to make any other grants or contributions to Grantee.
4. **DURATION OF PROJECT.** Grant Funds shall be used for the Project during the term of this Amendment which shall be from August 13, 2019 to August 12, 2020. Any Grant Funds that remain unexpended on August 12, 2020 shall be returned to the County. The term of the Agreement is August 14, 2018 to August 12, 2020 (“Term”).
5. **DISBURSEMENT.** The Grant Funds shall be dispersed in accordance with the provisions of Exhibit A.

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Approved: 08/13/2019

6. **ACKNOWLEDGMENT.** Grantee shall acknowledge disbursement by County in each instance, by email to the Director of the Office of Sustainability (“Director”) at susan.gilbert-miller@ceo.sccgov.org no later than five (5) business days after receipt.

**ACCEPTED AND AGREED BY:**

GRANTOR:

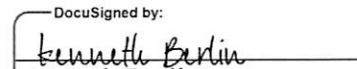
County of Santa Clara, a political subdivision of the state of California

By:   
S. JOSEPH SIMITIAN  
President, Board of Supervisors

Date:     AUG 13 2019    

GRANTEE:

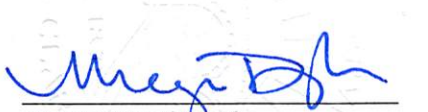
The Alliance for Climate Protection Protection d/b/a The Climate Reality Project

By:   
Kenneth Berlin  
President and CEO

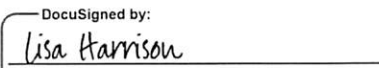
Date:     8/9/2019    

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

  
MEGAN DOYLE  
Clerk of the Board of Supervisors

Approved as to form and legality:

  
LISA M. HARRISON  
Lead Deputy County Counsel

## EXHIBIT A

### 2019-2020 Project Scope, Deliverables, Timeline and Grant Disbursement Schedule

**A. GRANT FUNDS:** \$169,750.00, payable in equal installments on a quarterly basis upon completion of deliverables.

**B. PROJECT OBJECTIVES**

The County Climate Coalition (the “Coalition”) was created by the Santa Clara County Board of Supervisors by Resolution BOS-2017-85 on June 20, 2017 for the purpose of declaring the County’s support for the Paris Agreement (commonly known as the “Paris Accord”) to address climate change through reductions in greenhouse gas emissions. The primary project focus under this grant agreement will be the continuation of engaging local support nationwide for the Coalition.

Grantee aims to have 30 new counties nationally sign on to the County Climate Coalition within one (1) year of the Effective Date of the Agreement.

Working through Grantee’s chapters, and through direct outreach by the two dedicated staffers, Grantee will engage in outreach to other counties in order to obtain new support for the Coalition. The purpose of these efforts is to build a coalition of local counties and communities that pledge to support the Paris Agreement or otherwise agree to reduce greenhouse gas emissions and combat climate change. Outlined below are the projected scope and deliverables to accomplish the objectives of the Project. Deliverables and timelines may change based on learned best practices for the Project.

**C. PROJECT SCOPE**

- Grantee will continue to run grassroots campaigns to support the Project Objectives, including Grantee’s *100% Committed* campaign—a campaign and pledge to help communities, businesses, and schools shift to 100 percent renewable electricity.
- Grantee will engage and educate its current volunteer Climate Reality Leaders and chapter members, upon agreement from these chapters, to work with their county, or a county in their geographic region to sign onto the Coalition.
- Grantee will provide the chapters who are newly working on its *100% Committed* campaign the tools necessary to work with their counties to sign onto the Coalition.
- Grantee will continue to share a Coalition toolkit with its chapters and Grantee’s Climate Reality Leaders, who choose to participate, to work with their county and build public support for the Coalition.
- Grantee will coordinate at least 3 regional chapter meet-ups to encourage more signatories and raise awareness of the Coalition.
- Grantee will attend at least 2 county level conferences to increase awareness of the campaign.
- Grantee will develop content for a newsletter on a quarterly basis, or other mutually agreed upon communication materials that support membership outreach and engagement. These materials will be sent by the grantor.

**D. DELIVERABLES**

- Report to the County’s Project Manager on a quarterly basis on the success and progress of the Project. With each Report submission include a separate invoice requesting payment.
- Grantee will hold approximately 150 presentations to include information about the Coalition and the connection to Grantee’s *100% Committed* campaign. Within each quarterly report, provide a status update on these efforts.
- Grantee will continue to distribute materials for their chapter to hold press events.

- Grantee will create 2 dedicated blog posts and keep the website updated to support the project.
- Grantee will conduct quarterly touchpoint calls with any Supervisor of the Santa Clara County Board of Supervisors who expresses interest in the Project, provided such communications comply with the requirements of the Ralph M. Brown Act.
- Grantee will develop content for newsletter on a quarterly basis, or other mutually agreed upon communication materials.

**E. TIMELINE, DISBURSEMENT SCHEDULE, AND POINTS OF CONTACT**

	<b>Deliverables</b>	<b>Call-in Reporting</b>
<b>Quarter 1 Sept - Nov</b>	<ul style="list-style-type: none"> <li>▪ Empower chapters to do the following:                             <ul style="list-style-type: none"> <li>○ Conduct presentations</li> <li>○ Hold press events</li> <li>○ Conduct outreach to new counties</li> </ul> </li> <li>▪ Publish a dedicated blog</li> <li>▪ Membership newsletter/communication material content</li> <li>▪ Update website with new supporters and members</li> <li>▪ Submit Quarterly Report to Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 monthly check-ins with Project Manager</li> <li>▪ Quarterly touchpoint calls with Supervisor Cortese and with any other Supervisor who requests a call.</li> </ul>
<b>Quarter 2 Dec - Feb</b>	<ul style="list-style-type: none"> <li>▪ Empower chapters to do the following:                             <ul style="list-style-type: none"> <li>○ Conduct presentations</li> <li>○ Hold press events</li> <li>○ Conduct outreach to new counties</li> </ul> </li> <li>▪ Membership newsletter/communication material content</li> <li>▪ Update website with new supporters and members</li> <li>▪ Submit Quarterly Report to Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 monthly check-ins with Project Manager</li> <li>▪ Quarterly touchpoint calls with Supervisor Cortese and with any other Supervisor who requests a call.</li> </ul>
<b>Quarter 3 Mar - May</b>	<ul style="list-style-type: none"> <li>▪ Empower chapters to do the following:                             <ul style="list-style-type: none"> <li>○ Conduct presentations</li> <li>○ Hold press events</li> <li>○ Conduct outreach to new counties</li> </ul> </li> <li>▪ Publish a dedicated blog</li> <li>▪ Membership newsletter/communication material content</li> <li>▪ Update website with new supporters and members</li> <li>▪ Submit Quarterly Report to Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 monthly check-ins with Project Manager</li> <li>▪ Quarterly touchpoint calls with Supervisor Cortese and with any other Supervisor who requests a call.</li> </ul>

<p><b>Quarter 4 June - Aug</b></p>	<ul style="list-style-type: none"> <li>▪ Empower chapters to do the following:                             <ul style="list-style-type: none"> <li>○ Conduct presentations</li> <li>○ Hold press events</li> <li>○ Conduct outreach to new counties</li> </ul> </li> <li>▪ Membership newsletter/communication material content</li> <li>▪ Update website with new supporters and members</li> <li>▪ Submit Quarterly Report to Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 monthly check-ins with Project Manager</li> <li>▪ Quarterly touchpoint calls with Supervisor Cortese and with any other Supervisor who requests a call.</li> </ul>
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**E. DISBURSEMENT SCHEDULE**

The Grant Funds will be paid in equal installments on a quarterly basis. Grantee shall submit an invoice with each quarterly report and pro-rated Grant Funds shall be dispersed within 45 days of receipt and approval of the invoice and quarterly report by the County Project Manager. County Project Manager shall review the report and the invoice and determine compliance with the Grant Agreement and this Scope of Work. Grantee shall not add any additional terms or conditions to the invoice submitted.

**F. POINTS OF CONTACT**

The following Project Managers, or their authorized representative, shall be the designated points of contact for the Parties:

<b>Title</b>	<b>Name</b>	<b>Email</b>	<b>Phone</b>
Campaign Strategist (Climate Reality Project Manager)	Kathleen Collins	Kathleen.Collins@climatereality.com	(202) 567-6828
Director Office of Sustainability	Susan Gilbert-Miller	<a href="mailto:susan.gilbert-miller@ceo.sccgov.org">susan.gilbert-miller@ceo.sccgov.org</a>	(408) 993-4762