



DRAFT ~~12/8/19/18~~

**GRANT AGREEMENT
BETWEEN THE BLOOMBERG FAMILY FOUNDATION INC.
AND THE CITY OF GEORGETOWN**

GRANT AGREEMENT (hereinafter referred to as the "Agreement") made as of the 1st day of January, 2019 by and between The Bloomberg Family Foundation Inc. (the "Foundation") and the City of Georgetown (the "Grantee").

WHEREAS, the Foundation has created the U.S. Mayors Challenge (the "Mayors Challenge") to inspire American cities to generate innovative ideas that solve major challenges and improve city life – and that ultimately can be shared with cities around the world;

WHEREAS, the specific, primary goals of the Mayors Challenge (as more fully described in Schedule A hereto) are to (1) increase the number of innovative, local solutions to global urban problems, which are viable in multiple cities and implementable by local governments, (2) drive significant public discussion about the role of cities and mayors in solving our toughest challenges and (3) provide a platform to help these ideas spread around the world;

WHEREAS, the Grantee has been selected as a winner of the Mayors Challenge for its project to make the energy grid both lower-cost and more resilient with local renewable energy (the "Project");

WHEREAS, the purposes of the prize and this Grant are to support the implementation of the Project and to build a foundation for future replication if the Project is successful, and the Grantee is committed to these efforts; and

WHEREAS, the Foundation wishes to make a contribution to the Grantee to provide support to the Grantee to help implement the Project;

NOW, THEREFORE, THE FOUNDATION AND THE GRANTEE AGREE AS FOLLOWS:

1. Grant. The Foundation has pledged and agreed that the Grantee will receive cash or cash equivalents in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000) (hereinafter sometimes referred to as the "Grant" and the "Grant Funds"). Grant Funds shall be available during the period beginning on January 1, 2019 and ending on December 31, 2021 or such earlier or later termination date as provided in this Agreement (the "Grant Term"). Grant Funds shall be paid in U.S. Dollars. Grant Funds will be paid in four installments after receipt by the Foundation of the enclosed countersigned copy of this Agreement and according to the following payment schedule and instructions for payment:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Contingent Upon</u>
On or before 30 days following the Foundation's receipt of the countersigned copy of this Agreement	Not to Exceed \$100,000	<ul style="list-style-type: none"> • Receipt by the Foundation of countersigned copy of this Agreement
On or before August 31, 2019	Approved 2019 Budget (less \$100,000)	<ul style="list-style-type: none"> • Completion and approval of Implementation Plan and detailed Budget • Hiring of a Project Director • Compliance with all other terms of this Agreement
On or before February 28, 2020	Approved 2020 Budget	<ul style="list-style-type: none"> • Timely reports and satisfactory progress with respect to the Project • Compliance with all other terms of this Agreement
On or before February 28, 2021	Approved 2021 Budget	<ul style="list-style-type: none"> • Completion and approval of Sustainability Plan, if required • Timely reports and satisfactory progress with respect to the Project • Compliance with all other terms of this Agreement, including moving the project manager position onto the Grantee's public budget in the final year of the Grant Term

2. Purpose. The Grant shall be used by the Grantee to create the Project, partnering with residents to install solar panels and battery storage in their homes with the end goal of making Georgetown the first energy independent community in the United States, as further described in Schedule B attached hereto and in a manner consistent with the Project as outlined in this Agreement, the schedules attached hereto and the Project budget as set forth on Schedule C attached hereto (the "Project Budget" or the "Budget").

3. Use of Grant Funds.

(a) Scope and Budget. Under United States law, Grant Funds may be expended only for charitable, scientific, literary or educational purposes. This Grant is made only for the purposes stated in this Agreement and the Schedules attached hereto, and Grant Funds shall be used for such purposes in accordance with the Project Budget described in Section 3(b). Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to the Foundation, unless otherwise authorized in writing by the Foundation.

(b) Budget. The Project Budget has been developed to cover all costs related to the Project and the Foundation's funding of the Project. The Project Budget is currently allocated among budget lines based on the Grantee's and the Foundation's estimates of the appropriate allocation.

A revised Budget for the Project shall be developed and submitted for the Foundation's review and approval by ~~March~~July 31, 2019. The Grantee and the Foundation shall work together to make any further changes to such draft, and if the Grantee has not provided to the Foundation a final Budget (incorporating any agreed-upon changes) satisfactory to the Foundation by July 31, 2019, the Grantee shall return any unexpended or uncommitted Grant Funds to the Foundation, and the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds. Once approved by the Foundation, the final Budget shall supersede and replace the Project Budget initially attached hereto as Schedule C. The Grantee must adhere to the Project Budget. The Foundation must pre-approve any change of 10% or more in any line item. Any budgetary changes for activities not included in the Project must receive prior Foundation approval. The Foundation reserves the right to withhold funding if said expenditures are not consistent with the Project or in accordance with the Project Budget. In addition, indirect costs can in no event represent more than 15% of the Project Budget. For the purposes of this Agreement, indirect costs shall mean those costs that have been incurred by the Grantee that cannot be identified specifically in reference to a particular program but relate to several programs, including the Project. The Grantee must deposit the Grant Funds in an interest-bearing account or other short-term investment vehicle and must apply any interest earned to the Project. Any additional income related to Grant Funds, including but not limited to dividends, interest or appreciation and currency fluctuation must be used for the Project. Interest earned must be reported to the Foundation in the Periodic Report.

(c) Key Persons. If the Grantee is notified that a key member of the Project (e.g. a director, project manager or performance management lead) (the "Key Person") will cease to devote substantially all of his or her business time and efforts to the Project, the Grantee shall notify the Foundation of such cessation within 3 business days. After receiving such notification, the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds if (a) such Key Person's position has not been filled within 60 days after such notification with a person possessing similar skills and capabilities, as determined by the Foundation in its sole discretion, (b) the Foundation has not been provided with documentation demonstrating that the person hired to fill such vacancy is well-qualified to fill the position, or (c) such Key Person does not again begin devoting all of his or her business time to the Project within 10 business days.

(d) Media Documentation. The Grantee shall use its best efforts to document the Project by facilitating and/or producing publications, audio or video programming, film or other media regarding the Project.

(e) Restrictions on Distribution of Grant Funds. The Grantee acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. The Grantee will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, the Grantee confirms that no Grant Funds will be paid to, or on behalf of, U.S. Government officials, except as permitted under Treasury Regulation 53.4941(d)-3(e).

(f) Modification of Project. The Foundation may request that the Grantee modify the Project during the term of the Grant, provided any such modifications are reasonable in terms of financial resources. If the Foundation and the Grantee cannot reach an agreement about the terms of any such proposed modification, the Foundation shall have the right to discontinue funding the Project or cancel the Grant with respect to any then undistributed Grant Funds.

(g) Sub-Grants. It is understood that the Grantee may make sub-grants in connection with the Project. The Grantee has the exclusive right to select such sub-grantees and any sub-contractors for the Project. The Foundation has not earmarked the use of the Grant Funds for any specific sub-grantee or sub-contractor. The Grantee may make payments to sub-grantees and sub-contractors in currencies other than in U.S. Dollars; however, the Grantee must retain any gains/losses from currency exchanges in the Project Budget to be used for the Project specifically for sub-grants or sub-contracts, unless otherwise approved by the Foundation per Section 3(a). The Grantee shall also report any significant currency fluctuation to the Foundation. The Grantee is responsible for ensuring that all sub-grantees and sub-contractors use the Grant Funds for the purposes of the Grant and the Project. The Grantee shall not, and shall require that its sub-grantees and sub-contractors funded with proceeds of the Grant Funds not, make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any sub-grantee or sub-contractor. For the avoidance of doubt, any sub-grantees described in Schedule B, attached hereto, are listed as examples only, and it is within the sole discretion of the Grantee to determine whether such organizations, or any other organizations will in fact receive sub-grants.

(h) Promotion of the Project. The Grantee shall (i) work with the Foundation to maximize ongoing media opportunities including but not limited to Mayoral events, press releases, social media promotion, (ii) participate in, and provide leadership with respect to, creating communities of interest in the Project and (iii) work with the Foundation and consultants provided by Bloomberg Philanthropies to document the Project by facilitating and/or producing publications, audio or video programming, film or other media regarding the Project.

(i) Cooperation with Consultants. The Grantee shall cooperate with and provide information to the consultants provided by Bloomberg Philanthropies to serve as a learnings and technical assistance partner on the Project. Such cooperation shall include participating in monthly calls, periodic meetings and site visits, and providing information about the Project when requested.

4. Additional Project Funding and Continuity. To the extent that the Grant Funds do not cover the full cost of implementation of the Project as outlined by the Grantee and the Foundation in the Project Budget, the Grantee shall either secure additional sources of funding for the outstanding Project cost or work with the Foundation to modify the Project Budget to reduce or eliminate the need for additional funding. As part of the Metrics Reports (as described below), the Grantee shall include information on all fundraising milestones that are set in the Grantee's Implementation Plan. Such reports shall include information about potential and secured funding sources and progress towards fulfilling the cost of the Project. ~~If the Project is successful (as reasonably determined by the Foundation by February 28, 2021), the Grantee shall sustain the Project beyond the Grant Term period and The Grantee shall submit a sustainability plan (the "Sustainability Plan") to the Foundation for review and approval by January 31, 2021, prior to the distribution of the final installment of Grant Funds. The Assuming the Project is successful, the~~ Sustainability Plan shall include the portion of the

Budget that will transition onto the Grantee’s public budget in the final year of the Grant Term, including the transition of the project manager position.

5. Reporting.

(a) Financial Reports. The Grantee shall provide semi-annual financial reports (the “Financial Reports”). The Financial Reports shall be due on the dates shown in the table below. Each Financial Report shall be in accordance with Schedule D attached hereto, signed by an appropriate officer of the Grantee and shall include (i) a financial report reflecting expenditures according to the line-item categories of the Project Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Grant Funds described in Section 3(b) hereof and (ii) an assurance that the activities under the Grant and the Project have been conducted in conformity with the terms of this Agreement.

(b) Metrics Reports. The Grantee shall provide semi-annual reports on metrics in accordance with the format described in Schedule D attached hereto (the “Metrics Reports”). The Metrics Reports, which may be delivered to the Foundation electronically, shall be due as shown in the table below. The Metrics Reports shall also include copies of any media coverage of the Project and two copies of any publication, audio or video program, film or other media project produced by the Grantee under this Grant for archival and/or research purposes. The Foundation shall have the right to make, or obtain from the Grantee, additional copies of any Grant product and to disseminate such products.

(c) Additional Items. The Grantee shall immediately provide notice to the Foundation by electronic mail addressed to legal@bloomberg.org, and confirm that the Foundation has actually received such electronic mail, if it becomes aware, at any time during the Grant Term, of any of the following: (i) any misappropriation of Grant Funds or other assets of the Grantee; (ii) the occurrence of an excess benefit transaction between the Grantee and any of its disqualified persons or an act of self-dealing by any of the Grantee’s disqualified persons; (iii) a violation of the Grantee’s conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

(d) Report Details and Schedule. Details and formats for all reports shall be specified by the Foundation prior to the date the first report is due hereunder. All reports should be submitted electronically to reports@bloomberg.org and governmentinnovation@bloomberg.org on or by the following dates:

Report Type and Frequency	Report Requirements	Report Due Date
Revised Budget	Draft of revised Budget	July 31, 2019
Metrics and Financial Reports	January 1, 2019 through June 30, 2019	July 31, 2019

Metrics and Financial Reports	July 1, 2019 through December 31, 2019	January 31, 2020
Metrics and Financial Reports	January 1, 2020 through June 30, 2020	July 31, 2020
Metrics and Financial Reports	July 1, 2020 through December 31, 2020	January 31, 2021
Metrics and Financial Reports	January 1, 2021 through June 30, 2021	July 31, 2021
Final Metrics and Financial Reports	January 1, 2019 through December 31, 2021	February 15, 2022

(e) The Grantee may be required to submit additional periodic reports as requested by the Foundation (format to be specified by the Foundation) on Project progress, including, after the date stated as the Grant ending date in Section 1 of this Agreement, reports with respect to committed but not yet disbursed Grant Funds and the reports described in Schedule D attached hereto.

(f) If any report is not submitted, further payments, if any, under this Grant or under any other Foundation grant to the Grantee may be withheld in the sole discretion of the Foundation.

6. Record Maintenance and Inspection. The Grantee shall make its books and records related to the Project available for inspection at reasonable times by the Foundation or its assignee. The Grantee shall maintain records of expenditures, as well as copies of the reports submitted to the Foundation, for at least four years after completion of the use of the Grant Funds. The Foundation may monitor and conduct evaluations of Grantee operations under the Grant. Such monitoring may include the Foundation’s personnel or assignees: (i) visiting the Grantee to observe the Project, (ii) speaking with Grantee staff members regarding the Project and (iii) conducting a review of financial and other records related to the Project. The Grantee further agrees that prior to making grants to a Sub-Grantee, the Grantee will ensure that the Sub-Grantee maintains adequate records to enable the expenditure of Grant Funds to be easily and accurately confirmed. As a condition to receiving a grant from the Grantee, the Sub-Grantee must agree to make its books and records related to the Project available for inspection at reasonable times by the Foundation or the Foundation’s assignee (including the Grantee and representatives of the Grantee), as set forth in the previous paragraph.

7. Prohibition on Lobbying and Other Compliance with Tax Laws. Under Section 501(c)(3) and described in Section 509(a) of the Internal Revenue Code of 1986, as amended (the “Code”), Grant Funds may not be used by the Grantee:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii)

communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the Project to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

8. Grantee and Sub-Grantee Representation. The Grantee represents that conduct by the Grantee and any Sub-Grantee of the activities described in Schedules A, B, C and D hereto in the manner described therein shall not cause the Grantee or any Sub-Grantee to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance. The Grantee further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of the Grantee; (ii) the occurrence of an excess benefit transaction between the Grantee and any of its disqualified persons or an act of self-dealing by any of the Grantee's disqualified persons; (iii) a violation of the Grantee's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing. The person signing this Agreement on behalf of the Grantee represents and certifies that she or he has full, express power and authority to do so.

9. Compliance. If the Foundation is not satisfied with the progress of the Project, the content of any written report or the management of the Grantee, and if after any corrective action agreed upon between the Foundation and the Grantee has been taken, the Foundation is still not satisfied, the Foundation shall have the right to suspend or discontinue the funding of the Project or to cancel the Grant with regard to any unused or undistributed Grant Funds.

10. Intellectual Property. The Grantee hereby grants to the Foundation a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sub-license, in all languages and all media now known or hereafter developed, all written work or other materials of any nature created by it under this Agreement ("the Work"). The Grantee acknowledges and agrees that no royalties will be paid for such license or use, total consideration being the grant described in this agreement. The Grantee agrees to further acknowledge and agree that Work, and all materials contained therein or prepared therefor, shall be deemed Licensed Materials under the terms of the Modified Creative Commons Attribution ShareAlike 4.0 International Public License, attached hereto as Schedule E.

11. Warranty/Indemnity. The Grantee represents, warrants and covenants that the Work is original and that it is the sole creator of the Work, except for any material incorporated into the Work created or owned by third parties, from whom the Grantee has obtained or will obtain, at its

expense, all licenses necessary to incorporate and use such third-party material in the Work, including the right to sub-license to the Foundation such material incorporated into the Work. The Grantee further represents, warrants and covenants that the Work does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. ~~The~~To the extent legally permissible by Texas law, the Grantee will indemnify and hold the Foundation, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants.

12. Grant Announcements and Public Reports.

(a) Grantee's Acknowledgement. The Grantee agrees to acknowledge the Foundation's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Mayors Challenge and the Project (together, "Media Releases"). Any Media Release that refers to the funding source of the Grant shall: (1) refer to "Bloomberg Philanthropies" rather than to the Foundation itself, (2) refer to the Mayors Challenge and state that the Project is one of the nine winning ideas of the Mayors Challenge, and (3) all written acknowledgements shall link to Bloomberg Philanthropies' website (www.bloomberg.org). The Grantee shall provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. Further, as a condition to receiving a grant from the Grantee, each Sub-Grantee must agree to acknowledge the Foundation's funding in Media Releases as set forth above and provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. To the extent that the Grantee provides Media Releases to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sub-license) all works contained or used in the Media Releases.

(b) Foundation Acknowledgement. The Foundation agrees that all trademarked or copyrighted works owned by the Grantee (including but not limited to logos, written material, photos, and other similar works provided by the Grantee to the Foundation) and provided to the Foundation, in any media, shall remain the property of the Grantee. To the extent that the Grantee provides any Media Release (and works contained therein) or trademarked or copyrighted works to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sub-license) all such works. Furthermore, the Grantee provides to the Foundation a perpetual, non-exclusive, worldwide, royalty-free and fully paid-up, sub-licensable (to affiliates) license, or sub-license, as the case may be, to use, display, reproduce, publicly perform, and make derivative works of, all such works, regardless of whether such works were created with the Grant Funds. The Foundation has the right to publicly acknowledge and announce, at its sole discretion, any relationship between the Foundation and the Grantee. Bloomberg Philanthropies' web site may include a brief description of the Grant. On occasion, Bloomberg Philanthropies also posts grantees' publications and other related items on its website.

13. Grantee Contact. The Grantee's primary contact for this Grant shall be the Project Director of the Project as determined by the Grantee and communicated to the Foundation by ~~April 30~~July 31, 2019. The Project Director will maintain day-to-day contact with Anne Emig at the Foundation.

14. Representations and Covenants. The Grantee represents, warrants and covenants to the Foundation that (a) it has and shall maintain during the Grant Term the proper licenses and rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; and (d) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, the Foundation may request the Grantee to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel.

15. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of New York.

16. Confidentiality. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law. Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this Agreement.

17. Entire Agreement and Amendment. This Agreement constitutes the entire understanding between the Grantee and the Foundation with respect to the subject matter hereof and shall supersede all prior arrangements on such subject matter, whether made orally or in writing. This Agreement may not be amended except by written instrument executed by authorized representatives of both the Grantee and the Foundation.

18. Notice. All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

If to the Grantee to⁺:

~~{NAME}~~

City of Georgetown

~~ATTN: City Manager~~

~~113 E. 8th Street P.O. Box 409~~

Georgetown, TX 78626

~~{EMAIL}~~

If to the Foundation to:

~~Dahlia Prager, Esq.~~

~~Dahlia Prager, Esq.~~

Bloomberg Philanthropies

25 East 78th Street

New York, NY 10075

legal@bloomberg.org

⁺Georgetown team: Could you please provide the information for the highlighted portions?

With a copy to: _____

With a copy to:
City of Georgetown

Elizabeth Buckley Lewis, Esq.

ATTN: City Attorney

Willkie Farr & Gallagher LLP _____

P.O. Box 409

787 Seventh Avenue

New York, NY 10019

Georgetown, TX 78626

elewis@willkie.com

19. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This Agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this Agreement and its successors and permitted assigns. Each provision of this Agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This Agreement shall not be assigned without the prior written consent of the Foundation. This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures:

By: _____

The Bloomberg Family Foundation Inc.

Name: Patricia E. Harris

Title: CEO

By: _____

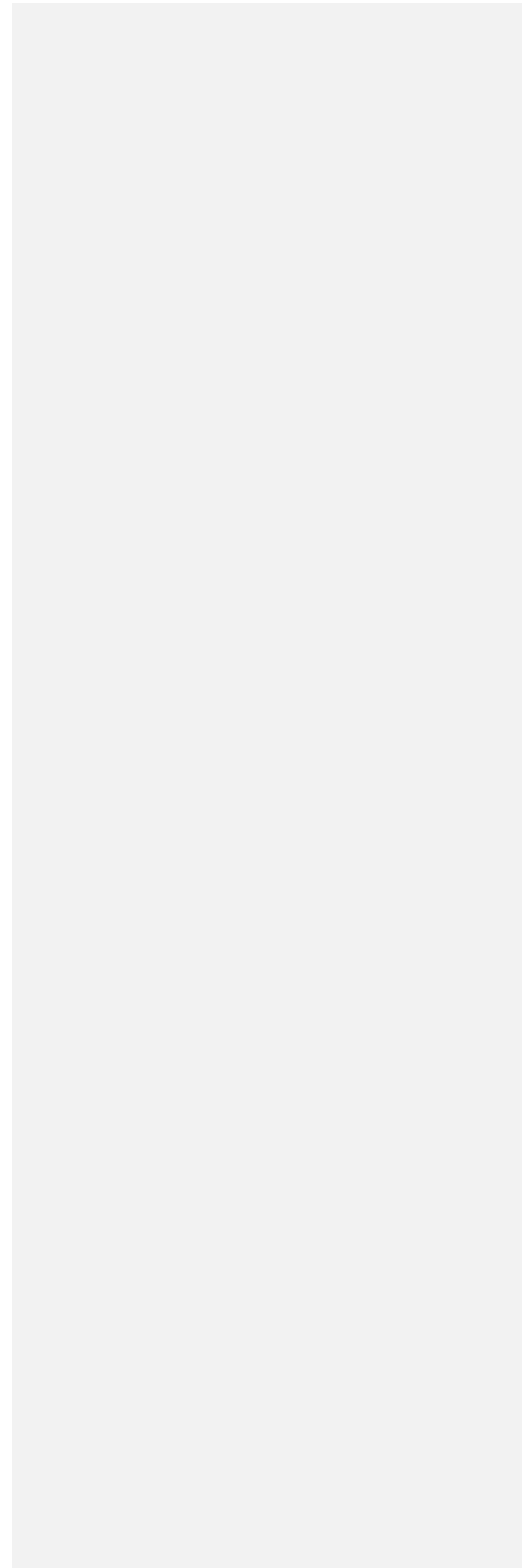
City of Georgetown

Name: _____

Title: _____

Date: _____

[Signature Page to Grant Agreement]



Schedule A Initiative

Overview: The Mayors Challenge

The Mayors Challenge is a competition to inspire cities to generate innovative ideas that solve major challenges and improve city life – and that ultimately can be shared and replicated by cities worldwide. Cities are uniquely positioned to encourage and foster the innovation, creativity, ideas, and solutions needed to tackle the pressing social and economic issues facing the world today – as well as meet the challenges of tomorrow. Yet with increasing needs and diminishing budgets, local governments must find innovative new ways to get work done. That is where the Mayors Challenge comes in – a competition for cities that inspires mayors and their partners to develop breakthrough solutions. Once winners are selected, Bloomberg Philanthropies works closely with each city to produce and track results, and capture implementation lessons. At completion of the Grant, successful Mayors Challenge projects will be “replication ready,” meaning that they achieved six key criteria:

- **Projects are implemented** at sufficient scale
- **Evidence has been gathered** demonstrating impact
- **Project model has been refined** to reflect learnings from implementation, assessment, and user feedback
- **Value of the project to other cities is clear**, and has been documented
- **Mayor is publicly engaged** and excited to be a worldwide leader on the issue
- **Project has funding (public/otherwise)** be sustained beyond the 3 year Grant

The United States Mayors Challenge awarded prizes (nine \$1,000,000 prizes) to the cities that generated the boldest and most replicable ideas.

Georgetown has been awarded a \$1,000,000 prize for use in implementing its winning idea, partnering with residents to install solar panels and battery storage in their homes with the end goal of making Georgetown the first energy independent community in the United States.

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Schedule B Proposal

Project Description:

Georgetown, TX: Making the energy grid both lower cost and more resilient with local renewable energy.

The Problem

While the City of Georgetown (hereinafter, the “City”) is the first and largest city in Texas to secure 100 percent of its purchased power from renewable sources, there are concerns about cost uncertainty, reliability, and safety related to transporting that energy over long distances.

The Idea

The City will become the first energy independent community in the country by partnering with residents to install solar panels and battery storage at their homes.

Implementation Details

The City’s plan is organized into the following major work streams. Please note, specific deliverables related to these milestones will be agreed upon in conjunction with the Foundation:

Work Stream 1: Equipment - install and support batteries and panels

Work Stream 2: Marketing and Sales - recruit new customers

Work Stream 3: Resource Management - warehouse space, daily operations, etc.

Work Stream 4: Communications - press releases and city council review

Detailed implementation plans, metrics, and budgets will be submitted on an annual basis and approved by the Foundation. Once approved, amendments to the Agreement will reflect these milestones and budgets and the City will be held accountable for meeting them.

Coordination with the Foundation

The City will coordinate with the Foundation and on the implementation of all aspects of the Project in accordance with the Agreement. In particular, the City will:

Establish a Staffing Plan. The Project’s staffing plan will be created with, and approved by the Foundation.

Employ a Qualified Full-Time Project Director. The Project Director will oversee the Project implementation and be responsible for coordinating with the Foundation, its partners and consultants.

Document Learnings To Support Replication. The City will work with the Foundation, its partners and its consultants to distill, document, and disseminate key project learnings so that the Project can be adapted for other marketplaces.

Cooperate with the Foundation and its Consultants. The City shall cooperate with the Foundation on all aspects of the Project including implementation, communications, reporting and evaluation activities.

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Such cooperation shall include (but is not limited to) participating in monthly calls, periodic meetings and site visits, providing information about the Project when requested, submitting timely reports, and working with consultants to promote or assess the Project. Following the execution of the Agreement, the City will work with the Foundation and its consultants to create detailed implementation plans and budgets will guide all work moving forward. Implementation plans and budgets will be revisited on an annual basis.

Promote the Project. The City shall work with the Foundation and its partners to maximize ongoing media opportunities for the Mayors Challenge and its efforts. This shall include, but not be limited to:

- a. Regular mention of the Mayors Challenge-winning Project and its work in social media, using the Mayors Challenge hashtag (#mayorschallenge);
- b. Monthly submission of at least four high-resolution images and/or videos related to the Mayors Challenge work for use in social and other Bloomberg Philanthropies' media;
- c. Mayoral announcements about the Project Team's work and the impact of the Project; and
- d. Regular (at least semi-annual) public updates on progress of initiatives developed by the Mayors Challenge Project and its impact on citizens.

Any press releases or other public materials should be shared with the Foundation at least 3 business days in advance of publication for review and approval. Press releases concerning the City's Mayors Challenge Project are to include the following standard language:

"Georgetown was one of the winners of the 2018 Bloomberg Philanthropies Mayors Challenge, an ideas competition that encourages cities to generate innovative ideas that solve major challenges and improve city life – and have the potential to spread."

~~Secure Necessary Funds to Implement and Sustain the Project. To the extent that the Grant from the Foundation does not cover the full Project cost, the City will secure necessary sources of funds for implementation of the Project and report to the Foundation on all fundraising milestones that are set in the City's implementation plan. Fundraising reports will include potential sources and progress towards "fully funded." Furthermore, if the Project is successful, the City is expected to sustain the Project beyond the life of the Grant; the City will complete a sustainability plan, including what portion of the budget will transition onto the public budget in the final year of the Grant, prior to receiving the final payment.~~

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**Schedule C
Budget**

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Schedule D Reporting Requirements

The Grantee will report on a semi-annual basis. All materials should be submitted together using, where supplied, the templates provided by the Foundation.

Narrative Report

The Grantee will provide narrative updates on grant activities. Content of the report will be specified by the Foundation prior to the reporting deadline. The update can take the form of a brief (approximately five-page) memo.

Interest in Replication

The Grantee will track and list inquiries from cities and other parties interested in replicating, or learning more about, the Project using a template to be supplied by the Foundation. The Grantee will share lessons on a semi-annual basis and coordinate with the Foundation on replication.

Media & Public Events

The Grantee will track and list media coverage, city announcements and participation in public events using a template to be supplied by the Foundation.

Spending of Grant Funds

The Grantee will provide a high-level summary of spending of grant funds using a template to be supplied by the Foundation.

Metrics and Measurement

The Grantee will provide updates on key quantitative results and measures using a template to be supplied by the Foundation.

Mayoral Calls

The Grantee will organize 2 calls each year between the Mayor and Foundation. The calls will focus on the status of the Project.

Fundraising

To the extent that the grant from the Foundation does not cover the full project cost, the Grantee will secure necessary sources of funds for implementation of the project and report to the Foundation on all fundraising milestones that are set in the Grantee's implementation plan.

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Schedule E

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