September 1, 2022

Ed Gainey

Mayor of the City of Pittsburgh

414 Grant Street

Pittsburgh, PA 15219-2409

**Regarding Grant #17758-2022-4**

Dear Mr. Gainey,

It is a pleasure to inform you that Multiplier, on behalf of the Climate Resilience Fund, has approved a grant to the City of Pittsburgh in the amount of $25,000.

Enclosed is a copy of our Grant Agreement which contains the terms and conditions governing the use of our grant funds.

We hope these funds contribute to the success of the City of Pittsburgh’s Creating Net-Zero Energy Resiliency Hubs in City Facilities Project.

Sincerely,

Laura Deaton

Executive Director

# GRANT AGREEMENT

This Grant Agreement is entered into between Multiplier, on behalf of the Climate Resilience Fund (“the Grantor”), and the City of Pittsburgh (“the Grantee”).

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# Recitals

Multiplier is a California nonprofit 501(c)(3) umbrella organization that accelerates impact for initiatives focused on protecting and fostering a healthy, sustainable, resilient, and equitable world.

Climate Resilience Fund (CRF) is a project of Multiplier. CRF’s mission is to mobilize resources to support climate resilience and sustainability outcomes in communities across the United States and for the natural systems on which they depend. Together with our partners, we aim to expand our collective capacity to create a more adaptive, sustainable, climate resilient society.

For the purposes of this grant agreement, Multiplier and the Climate Resilience Fund are referred to collectively as “Grantor” and the grant recipient is referred to as “Grantee”. Grantee’s point of contact for all communications and notices regarding this grant shall be Darren Long at the Climate Resilience Fund (darren@climateresiliencefund.org).

The City of Pittsburgh is a local governmental entitity. Sustainability and resilience empowers all Pittsburghers to address the climate crisis through reducing pollution, improving access to food, and integrating the environment into their daily decisions. As a division, the City of Pittsburgh champions preventative resilience strategies in partner operations in order to mitigate stressors facing the City and prepare for future shocks. The City also advises City officials, departments, and partners to enable an enduring and adaptable city through holistic decision making.

The Grantor and the Grantee hereby agree as follows:

1. **Tax Status.** Grantee represents that it is a tax-exempt local governmental entity described in Section 170(c)(1) of the Internal Revenue Code and that it is not a "private foundation" as defined in Code Section 509(a). Grantee shall notify Grantor immediately of any changes in its tax-exempt status.
2. **Grant Term.** This Grant Agreement (the “Agreement”) shall be effective as of October 1, 2022 (the “Effective Date”), and shall continue through completion, no later than March 31, 2023 (the “Grant Period”).
3. **Grant Purpose.** The Grant may be used only for the following charitable purposes: to fund the Grantee’s Creating Net-Zero Energy Resiliency Hubs in City Facilities Project (the “Project”), as described in the approved proposal attached hereto as Exhibit A.
4. **Payment Terms.** Grantor will disburse $25,000 (the “Grant”) to Grantee in one installment within 15 business days of execution of this Agreement.   
     
   Grant funds must be fully expended during the Grant Period in a manner consistent with the Grant Budget attached hereto as Exhibit A. All contracts and subgrants funded using Grant funds must be completed by the end of the Grant Period.
5. **Lobbying and Voter Registration.** Grantee agrees that there is no agreement, oral or written, that directs that the grant funds can be used for lobbying activities. It is also agreed that Grantee will not directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
6. **Unspent Funds.** The Grantee will return to Grantor any portion of the Grant not expended or committed to be expended for the Project by the Grant Period end date. To request a no-cost extension of the grant term, the Grantee must provide a written request, including reason and new requested end date, to Grantor 30 days before the end date of the Grant Period. The Grantee must receive an amendment to the Grant to expend funds beyond the Grant Period.
7. **Reporting Requirements.**
   1. The Grantee shall provide CRF with a final narrative and finance report that is due to CRF on or before April 30, 2023.
   2. The Grantee shall prepare the reports in accordance with the reporting guidelines attached hereto as Exhibit B.
8. **Interest.** The Grantee is encouraged to use all interest earned on Grant funds to further the Project; however, a formal accounting of such income is not required.
9. **Records.** Grantee shall (i) maintain complete and accurate separate accounting for the Grant, detailing receipts and expenditures made under the Grant, and (ii) retain these records during the Grant Period and for at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to Grantor (or its designated representatives) for inspection or audit at Grantor’s expense and on reasonable notice to Grantee.
10. **Monitoring and Evaluation.** Grantor may, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this Grant. Such monitoring and evaluation may include on-site visits and/or discussions with Grantee’s personnel.
11. **Publicity.** Grantor shall include information regarding the Grant in its periodic public reports and may include such information in press releases or other publicly available materials.
12. **Additional Requirements.**

The Grantee agrees that:

* 1. The laws and customs applicable to the Grantee do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or noncharitable organization other than pursuant to the conduct of the Grantee organization’s charitable activities, or as payment of reasonable compensation for services rendered or as payment representing the fair market value of property which the Grantee has purchased.
  2. The Grantee organization has no shareholders or members who have a private ownership interest in the income or assets of the organization.
  3. Use of the Multiplier name and Climate Resilience Fund name related to this grant are subject to the following provisions: (i) The Grantee may include basic information about this grant (such as the name Multiplier or Climate Resilience Fund, the grant amount, and a brief description of its purpose) in its periodic public reports, proposals and reports to other donors, and on its website, and (ii) Any use of Multiplier’s or Climate Resilience Fund’s logo requires advance written approval at [darren@climateresiliencefund.org](mailto:darren@climateresiliencefund.org).

Additionally, the Grantee agrees to**:**

* 1. Comply with all applicable laws or regulations in any jurisdiction in which it conducts activities.
  2. Cooperate with Grantor in supplying any additional information or complying with any procedures that any governmental agency might require for Grantor to establish that it has observed all requirements of the law with respect to this Grant.
  3. Notify Grantor immediately of any anticipated or actual changes in the president, executive director or other key personnel identified in the Grant proposal, award letter or this Grant Agreement, or of any anticipated or actual merger, consolidation, sale, or transfer of all or substantially all the Grantee’s assets. The Grantee acknowledges that these changes may trigger Grantor’s review and reassessment of the Grantee’s ability to meet the purposes of the Grant. Such review may lead to additional grant provisions or other limitations for unexpended funds.
  4. Make any data, research, knowledge, and other information developed with these Grant funds freely available to Grantor. Grantee hereby grants to Grantor a perpetual, worldwide right and license to use, publish, distribute, reproduce, copy, and modify any intellectual property developed with the Grant funds for non-commercial purposes. At Grantor’s request, the Grantee agrees to execute all necessary or appropriate documents and take all other reasonable steps to document or formalize such rights in these materials.

Further, the Grantee shall not:

* 1. Disclose the name of or any information concerning the funder of any Grantor project without the explicit written consent of both the relevant funder and Grantor.
  2. Regrant or contract any of the Grant funds without Grantor’s explicit prior approval.

1. **Right to Modify or Discontinue Funding.**
   1. CRF reserves the right to discontinue funding of the Grant and terminate this Agreement at any time if CRF determines, in its sole discretion, that: (i) it is not satisfied with the progress of the Grant or the content of any written report, (ii) Grant funds are not being used by Organization in an effective and efficient manner to further the Grant’s purpose, (iii) there is any anticipated or actual changes in the president, executive director or other key personnel, or (iv) Organization has otherwise failed to comply with the terms of this Agreement.
   2. In the event that CRF makes any such determination, CRF shall have the right to (i) discontinue any further payments to Organization and/or (ii) direct Organization to repay to CRF any Grant funds not used in accordance with this Agreement. CRF reserves the right to discontinue, modify, or withhold any payments due under this Grant, or to modify the terms of this Agreement, to comply with any law or regulation applicable to this Grant or to protect and maintain CRF’s tax-exempt status under Section 501(c)(3) of the Code.
2. **Budget Revisions.** Grantee must submit a written request for a revision to the Project budget that results in a variance of twenty-five percent (25%) or more of any line item.
3. **Release and Indemnity.** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless Grantor and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney’s fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee or agent in connection with this Grant or the Project, except to the extent resulting from the negligent or wrongful acts or omissions of Grantor.
4. **Human Subject Research.** If the Grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval and obtaining informed consent of participating research subjects.
5. **No Waiver.** Failure by either party to require the other party’s performance under any provision of this Agreement shall in no way affect such party’s right to require full performance under that or any other provision at any time thereafter. In addition, a party’s waiver of a breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.
6. **Entire Agreement.** This Agreement (a) constitutes the entire understanding of Grantor and the Grantee with respect to the subject matter herein, and supersedes all prior agreements and understandings, whether oral or written; (b) is made exclusively with the Grantee and may not be transferred or assigned to any other organization or person without Grantor’s prior written approval; and (c) may be amended or modified only by a mutual written agreement between the parties.
7. **Notices.** All notices and other communications under this Agreement shall be in writing, and shall be deemed duly given (a) on the date sent by e-mail if sent during normal business hours of the recipient during a business day, and on the next business day if sent after normal business hours of the recipient, (b) if sent via a nationally recognized overnight courier service (delivery receipt requested), with charges paid by the mailing party, on the later of (i) the first business day following the date of dispatch, or (ii) the scheduled date of delivery by such service, or (c) on the fifth business day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the party receiving the notice or communication.

All notices and other communications shall be sent to the following addresses, or such other addresses as the parties may designate from time to time by notice in accordance with this Section XIX:

To Climate Resilience Fund:

Darren Long

darren@climateresiliencefund.org

P.O. Box 11216

Bainbridge Island, WA 98110

To the City of Pittsburgh:

Sarah Yeager, Climate and Energy Planner

sarah.yeager@pittsburghpa.gov

414 Grant Street

Pittsburgh, PA 15219-2409

1. **Governing Law.** This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the State of California.

Agreed to and accepted on behalf of the City of Pittsburgh:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Name: Ed Gainey Title: Mayor of Pittsburgh

Agreed to and accepted on behalf of Climate Resilience Fund:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Name: John Nordgren Title: Managing Director

Agreed to and accepted on behalf of Multiplier:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Name: Laura Deaton Title: Executive Director

**EXHIBIT A-PROPOSAL AND BUDGET**

Over the next 6th months, the City's team will finalize building prioritization and timelines for retrofits as needed at the healthy active living centers. We are hoping to develop a funding strategy for these retrofits and better understand what funding opportunities may exist to help complete these projects. We would look to bring on an external consultant or firm to help develop this funding strategy.

The City owns 13 Healthy and Active Centers and is spending $600,000 from the ARP funds to retrofit one of them. Therefore, support is needed to identify funding and plan for the retrofits of the 12 others. Additionally, we plan to further engage community members to ensure that any improvements made can best serve each individual location and community. We will utilize the $25,000 from CRF to fund a consultant to assist with the development of the funding strategy and possible engagement with community organizations. An estimated timeline for funding utilization is included below. This schedule and breakdown of funding recipients is subject to change based on availability of consultant services and community organizations.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Month** | **Total Expenditures** | **Primary Participants** | **Consultant Budget** | **COs** | **City Staff funding (from CRF funds)** |
| October | $0.00 | City Staff | $0.00 | $0.00 | $0.00 |
| November | $6,250 | City staff + Consultants | $6,250 | $0.00 | $0.00 |
| December | $6,250 | City staff + Consultants + Community organizations (COs) | $6,250 | $0.00 | $0.00 |
| January | $6,250 | City staff + Consultants + Community organizations (COs) | $5,250 | $1,000 | $0.00 |
| February | $6,250 | City staff + Consultants + Community organizations (COs) | $5,250 | $1,000 | $0.00 |
| March | $0.00 | City staff | $0.00 | $0.00 | $0.00 |
| **Total** | $25,000.00 | **Total** | $23,000.00 | $2,000.00 | $0.00 |

**EXHIBIT B- REPORTING GUIDELINES**

Grantees are required to provide the following reports that document the progress of their projects:

**Final report,** (due dates indicated in agreement) will include the following:

1. A narrative report (4 pages or less), a form for which will be provided by CRF not less than 30 days prior to the due date, or upon request.
2. Copies of any publications or media generated as a result of the project
3. A financial report detailing final accounting of budgeted vs. actual expenditures of all grant funding, including the entire project budget and all sources of revenue and expenditures, in addition to this Grant.
4. A list of all intellectual property and assets purchased or created with the Grant.

All reports must be submitted electronically to Darren Long at darren@climateresiliencefund.org Please be sure to indicate the grant number in your reports. For questions regarding reporting requirements, please contact Darren Long.

**EXHIBIT C: ADVOCACY DEFINITIONS**

**Please see graphic on next page.**

**Source:** Bolder Advocacy ([www.bolderadvocacy.org](http://www.bolderadvocacy.org))

Please note that the information in this chart applies only to Organizations that have formally elected to measure their lobbying activities under Section 501(h) of the Internal Revenue Code. Please consult with counsel on any questions regarding whether an activity is lobbying, and for guidance on measuring lobbying activity if you are an Organization that has not filed IRS Form 5768.

A screenshot of a cell phone

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