

**GRANT AGREEMENT  
BETWEEN  
INSTITUTE FOR MARKET TRANSFORMATION  
AND  
[COMMUNITY ORGANIZATION]**

This Grant Agreement (hereinafter referred to as Agreement) is made between [COMMUNITY ORGANIZATION], with its headquartered place of business in [LOCATION], and the Institute for Market Transformation (“IMT”), a nonprofit corporation with its headquartered place of business in Washington, D.C.

Section 1. **Purpose.** The purpose of this Agreement is to set forth the terms under which IMT has agreed to sub-grant \$[AMOUNT] from a grant from the [FOUNDATION]. This agreement will define the scope of a collaboration between [COMMUNITY ORGANIZATION] and IMT, to further joint efforts to promote just, people-centered energy and climate policies through co-creation with [LOCATION] community members who are most impacted by energy burden while simultaneously addressing community priorities. For the purposes of this Agreement, “community” is defined as the community members and residents of [LOCATION] most impacted by effects of energy inequity. The Guiding Principles for this engagement are included in this agreement as Attachment A.

Section 2. **Scope of Work.** The long-term goal of this collaboration is to develop and establish a Building Performance Standard (BPS) policy and Community Accountability Board in the city of [LOCATION]. The first phase of this work will focus on relationship building between IMT and [COMMUNITY ORGANIZATION] to identify community priorities and challenges related to energy.

- a. Develop a community engagement plan, complete with outreach strategies and activities, identified stakeholders, neighborhoods of focus, messaging, and methods
  - i. Identify community priorities through a variety of engagement, education, and outreach methods
  - ii. Engage community in support of co-created policy and program, including providing testimony at city council meetings as much as possible.
- b. Produce report: Community priorities for BPS outcomes, implementation structures and mechanisms
  - i. Share program and policy drafts with community, and identify community concerns and the possible unintended consequences
  - ii. Present priorities, concerns, and recommendations to IMT and assist in the development of solutions and new draft language
  - iii. Recommend monitoring and tracking pathways or structures to ensure accountability
  - iv. Ensure community priorities are accurately represented and included in any draft program or policy as much as possible
- c. Present recommendations to Mayor and Chief Administrative Officer

- i. PowerPoint Presentation and Executive Summary of Recommendations
- d. Work with the City of [LOCATION] to develop a Community Accountability Board.

Section 3. **Roles and Responsibilities**. Specific roles and responsibilities are incorporated into this agreement as Attachment B.

Section 4a. **Compensation, Schedule of Payment, and use of funds**. The total Grant Amount for this Agreement is \$[AMOUNT]. This amount is payable by IMT to [COMMUNITY ORGANIZATION] upon execution of this agreement. The funding is available for costs associated with the tasks laid out in Section 2, as detailed in the attached Budget as Attachment D. IMT shall make reasonable efforts to pay [COMMUNITY ORGANIZATION] within twenty days of execution of this Agreement. None of the \$[AMOUNT] in grant funds can be used toward lobbying. While spending the \$[AMOUNT] grant related to this Agreement, [COMMUNITY ORGANIZATION] shall not carry on propaganda or otherwise attempt to influence federal, state, or local legislation within the meaning of Internal Revenue Code Sections 501(c)(3) and 4911 and associated regulations. [COMMUNITY ORGANIZATION] will not engage in any activity that would constitute participation in, or intervention in (including through the publishing or distribution of any statement), any political campaign on behalf of (or in opposition to) any candidate for public office within the meaning of Section 501(c)(3) of the Internal Revenue Code.

For a definition of lobbying and other information on lobbying, see Section 4b.

Section 4b. **Lobbying - Definition and Billing**

**Definition of lobbying:**

Lobbying is a term applied to trying to influence a piece of legislation, including but not limited to legislation being considered by the [LOCATION] City Council and or Mayor's office.

An organization will be regarded as attempting to influence legislation if it contacts, or urges the public to contact, members or employees of a legislative body for the purpose of proposing, supporting, or opposing legislation, or if the organization advocates the adoption or rejection of legislation. Organizations may, however, involve themselves in issues of public policy without the activity being considered as lobbying. For example, organizations may conduct educational meetings, prepare and distribute educational materials, or otherwise consider public policy issues in an educational manner

**Definition of Direct Lobbying:**

A direct lobbying communication is any attempt to influence any legislation through communication with:

- A member or employee of a legislative or similar body;

- A government official or employee (other than a member or employee of a legislative body) who may participate in the formulation of the legislation, but if the principal purpose of the communication is to influence legislation only; or
- The general public in a referendum, initiative, constitutional amendment, or similar procedure.

A communication with a legislator or government official will be treated as a direct lobbying communication if the communication only:

- Refers to specific legislation, and
- Reflects a view on such legislation.

**Definition of Grassroots Lobbying:**

A grassroots lobbying communication is any attempt to influence any legislation through an attempt to affect the opinions of the general public or any part of the general public.

A communication is generally not a grassroots lobbying communication unless (in addition to referring to specific legislation and reflecting a view on that legislation) it encourages recipients to take action about the specific legislation.

For more information on these definitions, please consult the IRS.

[COMMUNITY ORGANIZATION]'s activities under this grant agreement are broadly related to community education and are not expected to fall under the definition of lobbying outlined above. However, in some limited instances during the course of carrying out the Scope of Work Described in Section 2, [COMMUNITY ORGANIZATION] may conduct activities that would be considered either Direct or Grassroots lobbying. [COMMUNITY ORGANIZATION] will invoice IMT for all such lobbying expenses. IMT will compensate [COMMUNITY ORGANIZATION] using funds separate from the \$[AMOUNT] grant. Separate compensation for lobbying expenses is not to exceed \$12,500 in total for the duration of the agreement. Lobbying invoices will be submitted no more frequently than on a monthly basis. Invoices will itemize lobbying expenses, showing Direct Lobbying and Grassroots lobbying as separate line items, as applicable. Invoices will be submitted to [admin@imt.org](mailto:admin@imt.org). IMT will use reasonable efforts to pay such invoices within 20-days of receipt of an acceptable invoice.

Section 5. **Term.** This Grant Period is [MONTH XX, YEAR - MONTH XX, YEAR. This term can be renewed or extended, provided IMT and [COMMUNITY ORGANIZATION] agree to such renewal or extension in writing. [COMMUNITY ORGANIZATION] has the opportunity to mediate goals and milestones as the project advances to ensure deliverables are ambitious, yet reasonably achievable. In the event that any portion of the Funds remains unspent following the completion of the grant period specified above, [COMMUNITY ORGANIZATION] shall promptly return such portion to IMT. Additionally, in the event of any breach of this letter agreement by [COMMUNITY ORGANIZATION], [COMMUNITY ORGANIZATION] shall be obligated to return any unspent portion of the Funds to IMT within 15 days of (i) written notice from IMT alleging

such breach or (ii) written notice from IMT certifying its obligation to repay funds to the Kresge Foundation.

Section 6. **Reporting on Targets, Goals, and Performance.** IMT and the [COMMUNITY ORGANIZATION] shall identify project staff members to meet on a bi-weekly basis to update timelines, share progress, and coordinate next steps. These meetings will be attended by the individuals identified in section 8 “Project Management and Coordination; Notices”. The [COMMUNITY ORGANIZATION] will provide a financial report and brief narrative to IMT 31 days after the end of the grant term.

Section 7. **Termination of Participation.** Either party may terminate participation immediately by written notice according to the following conditions:

- a. Failure to Uphold Guiding Principles: Either Party may terminate its participation in this agreement if another party fails to uphold the principles and values set forth in the Guiding Principles (Attachment A).
- b. For Cause: Any party may terminate this agreement if the terms of this agreement or any attachments are breached and such breach is not corrected within a timely manner after written notice is provided of the breach.
- c. Failure to Achieve Milestones: Either party may terminate this agreement if the agreed upon scope is unable to be met within the timeframe and parameters initially set out and included in this Agreement as Attachment B.
- d. In the event either party believes these conditions exist, that party may notify the other party in writing. Both parties have 15 days in which to remedy the condition to the satisfaction of both the local partner and IMT.

Section 8. **Project Management and Coordination; Notices.** The parties will closely monitor performance under this Agreement and designate key contacts for the overall coordination of this collaboration. Either party should notify the other in writing within 15 days of changes in the designation of these key contacts. These contacts shall be:

- a. For IMT:  
[NAMES AND TITLES]
- b. For [COMMUNITY ORGANIZATION]:  
[NAMES AND TITLES]

Section 9. **Communications and Trademarks.**

- a. The parties anticipate they may wish to make certain public communications about the activities described in this Agreement. They agree that these communications shall not in any manner suggest or imply an endorsement by IMT of [COMMUNITY ORGANIZATION] or its products, services, operations, or practices, nor an endorsement by [COMMUNITY ORGANIZATION] of IMT. In the

case of public deliverables and announcements, both parties agree to proactively notify the other of any materials or communications concerning the activities described in this Agreement and the relationship between the parties. Each party shall afford the other a reasonable time of at least five business days to exercise a right of review, edit, and approval in writing.

- b. Nothing in this Agreement shall grant either party or any third party any ownership, license, or authorization to use, or interest in or to, any party's trademarks or other intellectual property.

Section 10. **No Detrimental Activity.** Each party represents and warrants to the other that it knows of no activities or other matters not yet a matter of public information that should preclude an association under this Agreement or prove detrimental to the other party's interests. In addition, if in the future, any party becomes aware of any activity or matter that may become detrimental to the interests of the other party, that party shall promptly notify the affected party of the relevant facts and circumstances.

Section 11. **Confidential Information.** Receiving candid commentary from the community is a primary focus of these efforts. Maintaining that confidence is an essential part of this agreement. Each party recognizes that it may have access to information of a proprietary, private or confidential nature from another party. Each party acknowledges that any proprietary, private and confidential information it shares with any other party under this Agreement must be identified as such at the time of communication. As such, each party agrees to keep information that has been so identified in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law.

Section 12. **Indemnification.**

Each Party will, subject to the limitations of relevant state or federal law, indemnify and hold harmless each other Party and all of their officers, directors and employees from and against any and all liabilities, losses, damages, claims or causes of action, and any and all related expenses that in any way arise out of or are alleged to arise out of acts or omissions of the indemnifying Party, its officers, agents, employees and subcontractors and arise out of or are related to, directly or indirectly, the Parties' work pursuant to this Agreement, including, without limitation, any and all claims related to harassment, discrimination, unlawful conduct, negligence or otherwise, irrespective of whether such claims are made the employees, contractors, customers, clients of a Party or any other third parties. Other than as specified herein, no Party shall be liable to the other Party for any alleged damages solely based on the substantive results of any initiatives implemented pursuant to this Agreement.

Section 13. **Miscellaneous Provisions.**

- a. This is a non-exclusive compact between the two parties and preserves the right of each to work independently or with others.
- b. This Agreement contains the entire agreement of the parties regarding its subject matter.
- c. Nothing in this Agreement shall create an employment or agency relationship; neither party shall make any commitments or take any positions on behalf of the other without that party's specific, written consent.
- d. This Agreement shall be interpreted under the laws of the District of Columbia, USA, without regard to its conflict of laws rules. Any action brought to enforce or interpret this Agreement shall be brought in a court of appropriate jurisdiction in the District of Columbia.
- e. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party.

Section 14. Signatures

IMT and Local Partner, and the fiscal sponsor of Local Partner have read and agreed to this Agreement.

For: Institute for Market Transformation

\_\_\_\_\_

Name:

Title:

For: [ORGANIZATION'S FISCAL SPONSOR]

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For: [COMMUNITY ORGANIZATION]

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A - Guiding Principles

Guiding principles draw from community expertise and wisdom, prioritize their experience, and ensure that outcomes are truly community-led and community-benefiting solutions. Principles are the most important element of any strategy. They provide a “north star” to guide the direction of any work, and the policies and programs that result from this work must be tested against these principles in order to determine if they can move forward. The following overarching principles shall anchor the work conducted by IMT, the City of [LOCATION], and [COMMUNITY ORGANIZATION]:

- All policies and programs must be developed through an anti-displacement lens (works to address and prevent increases in rental housing costs due to the policy) in addition to the retention and enhancement of resources, services, infrastructure, and businesses that serve the community;
- Work must be a long-term, community-driven effort. This means the work is community-led (co-creative in nature and gives community the power to make decisions) and community-benefiting (tangible and meaningful outcomes that improve housing quality and affordability, energy affordability, and general quality of life);
- Work should be founded in transformational and reparative relationships between and across communities, acknowledge past harm done to the community, and aim to repair trust by creating new avenues for equitable collaboration;
- Work must be grounded in building trust and must nurture a transparent relationship with community;
- Work must simultaneously inform, educate, consult, engage, collaborate with, and ultimately defer to the community most impacted by both the policy and the disproportionate effects of climate change;
- Work should help to build a collective understanding of building energy, climate justice policy development, and capacity to organize around these elements;
- This work must continue to balance the twin goals of racial equity and carbon emissions reductions;
- Through this process, community must have the power to define the terms of the conversation and the language that is used;
- Work must value lived experience and balance it with technical expertise; this means redefining who a “consultant” is, recognizing that community is the expert in their own lived experience, and valuing their time accordingly;
- Work must value community wisdom, perspective, knowledge, expertise, and connections as well as letting community speak to and for itself; and
- All proceedings, such as meetings or forums, must endeavor to the best extent possible to meet accessibility needs, including interpretation/ translation, food, childcare, technology access, and physically-accessible, transit-accessible locations.



Any policy that results from this process must exercise the following values:

- Prevent displacement while maximize investment and emissions reductions;
- Prevent cultural gentrification caused by net zero buildings changing the character and resources of a neighborhood;
- Be actionable and lead to transformational creation and distribution of energy efficiency improvements;
- Increase community well-being, and address health equity related COVID-19 concerns, outdoor air pollution, indoor air quality, heat waves, and urban heat islands; and
- Reduce the impacts of the climate crisis, as this crisis has disproportionate impacts for the community.
- Act *with* community rather than acting *upon* community

## **ATTACHMENT B - Roles and Responsibilities**

IMT recognizes and understands the importance of including community-based organizations in the development and implementation of policy in order to ensure the passage of equitable and successful community solutions to energy efficiency challenges. The goal of this collaboration is to co-develop and pass local equitable policies that aid in the development and improvement of energy efficiency in buildings. IMT and [COMMUNITY ORGANIZATION] will work together to draft policies that address both the energy efficiency needs of the city and the social equity challenges that community members face; ensuring stronger policy development on climate-related issues and the social priorities of communities.

### **IMT Role**

#### *Technical Research, Equitable and Inclusive Policy Guidance, and Ordinance Development*

In this collaboration, the role for IMT will be to provide technical assistance, research solutions that are compatible with community needs and identified priorities, and assist with the development of energy efficiency policy. This role includes support in the drafting and language of the policy, sharing expertise from previous policies that may be relevant, helping the community members understand the nuances of energy efficiency, and supporting the creation of measures for identifying the level of success of the policy. This includes:

- Provide ongoing education of emerging policies in other jurisdictions;
- Provide analysis of various policy and enforcement options and guidance on how and where to incorporate them into local code;
- Identify and provide access to external resources and tools, including new white papers, legislation from other jurisdictions, technical expertise and analysis, and peer-to-peer networking with other cities, such as in-person forums involving other cities and partners participating in the Project.
- Identify and provide access to ongoing education and networking opportunities, including to national organizational partners who can assist in addressing specific needs and priorities beyond the scope of IMT's expertise.
- Provide and/or help develop local case studies, web content, and other materials to show intersection of building policies and identified community priorities;
- Identify opportunities in which IMT could use its platform to allow for community partners to present innovations from their communities with a wider audience; and
- Scan for and identify opportunities for additional engagement and advocacy, including review of utility proceedings at the Utility Commission, opportunities to engage in State Legislative actions, and actions in other, nearby cities that would allow for the development of a broader coalition of support.
- Help develop communication toolkits and other media that CBOs can use to promote the work

## **[COMMUNITY ORGANIZATION] Role**

### *Community Outreach and Engagement*

The role of [COMMUNITY ORGANIZATION] will be to ensure meaningful participation from community members, identify key policy needs for the community, share community knowledge on the impacts of the policy, flag potential negative implications of the policy, and foster public engagement. [COMMUNITY ORGANIZATION] will work to ensure that the policy has a community voice and works to address community needs while working through solutions to any potentially harmful consequences of the policy. This includes:

- Identify and share community priorities through a variety of engagement methods
- Provide IMT with an analysis of city power structure, authority, and engagement history to inform IMT's engagement;
- Ensure community priorities are accurately represented and included in any draft programs or policy as much as possible;
- Recommend monitoring and tracking pathways or structures to ensure accountability;
- Share program and policy drafts to community, identify community concerns, possible unintended consequences;
- Present priorities and concerns to IMT and assist in the development of solutions and new draft language;
- Engage community in support of co-created policy and program, including providing testimony at city council meetings, when appropriate;
- Engage community members who are the most in need of the benefits but face the most barriers to engagement

## **Shared Roles**

### **Between IMT and [COMMUNITY ORGANIZATION]**

- Assist to draft policy language based on best practices, local characteristics, and community and stakeholder feedback;
- Assist with messaging and the development of outreach and communications materials to demonstrate the economic, environmental, and public health value of a BPS ordinance;
- Refine community priorities to those that may be addressed through building policy, and develop specific policy provisions;
- Co-develop solutions that to address the concerns of the community within the policy;
- Develop a plan for data collection and analysis to inform policy and measure success, including:
  - Review of existing building or energy-related data currently collected (such as benchmarking or audit data collected as part of existing policy), specifically

looking for trends that can identify existing disparities in energy burden or building performance

- Identify additional program data and metrics that should be collected to measure the impact of the policy
- Identify appropriate ordinance language, corresponding requirements, program structure, and a public engagement process; and
- [COMMUNITY ORGANIZATION] will require support in accessing legal analysis of policy options, draft ordinance language, and connections with other community-based organizations conducting similar work, in conjunction with the City, and full project support should the City be unable to continue to engage in the project.
- Develop the structure of a Community Accountability Board (CAB) to ensure a diverse and equitable representation of community members who are knowledgeable of and experienced in community dynamics, and have a track record of working with community members. The structure development includes identifying member roles, responsibilities, accountability metrics, and incentives for community participation. Identify community members for recruitment.

## ATTACHMENT C - City Letter of Commitment

[Official Letterhead]

[Date]

Dear [COMMUNITY ORGANIZATION],

We are pleased to confirm that the City Office of Sustainability supports the principles and provisions of [COMMUNITY ORGANIZATION] and this Grant Agreement.

With this endorsement, we express our intent to advance these principles and provisions within our sphere of influence, and will make a clear statement of this commitment to our stakeholders and general public. We also pledge to take part in the activities of this Grant Agreement where appropriate and feasible, through employing out internal resources to:

- Engage the City Attorney to review all final policy language
- Develop and provide GIS maps and/or relevant databases
- Guide and review policy communications efforts by the City Communications Team
- Utilize City staff across the both the Sustainability and Community Affairs departments to provide technical assistance on building energy efficiency, community renewable energy development, anti-displacement planning and climate planning
- Partner with IMT to collaborate with [COMMUNITY ORGANIZATION] on the development of Building Performance Standard recommendations through a co-creative and community-led process
- Seek additional funding from alternative grant sources to help supplement the additional cost of relevant, meaningful and robust community engagement work supported by Partner Groups and the direct involvement and leadership of community members
- Collaborate with IMT to identify research needs and deliverables
- Assist in obtaining the permits necessary to undertake the Project
- Make available City resources that are directly related to the Project
- Provide development and support services related to the Project including, but not limited to, processing, environmental study reports, the processing of permit requests and applications, and supporting any “public process” efforts determined to be necessary as part of the Project by IMT and Partner Groups
- Commit to work with [COMMUNITY ORGANIZATION] and the community to create a strategy for the implementation of short-term goals.
- Commit to providing updates and accessible communication on progress and other relevant topics to community members through appropriate venues.

Sincerely,

City of [LOCATION]

**ATTACHMENT D - Budget:**

<b>IMT Budget Request Form</b>	
Organization:	[COMMUNITY ORGANIZATION]
Date:	
Total Project Period:	Month XX, Year - Month XX, Year
<b>Expenses</b>	<b>Amount</b>
<b>Program Staff</b>	
<b>Leadership Support</b>	
<b>Comms support</b>	
<b>Community Ads Promotion</b>	
<b>Volunteer Support</b>	
<b>Travel</b>	
<b>Printing and Supplies</b>	
<b>Admin</b>	
<b>Total Budget</b>	<b>[\$[AMOUNT]]</b>
Every activity charged to the IMT Grant will be strictly non-lobbying as defined in section 501c3 of the Internal Revenue Code.	