



GRANT AGREEMENT

THIS GRANT AGREEMENT (this “Agreement”) is entered into and effective on the date of its full execution as of January 6, 2026 (the “Effective Date”), by and between Resilient Cities Catalyst, Inc. (“Grantor”), a Delaware nonprofit nonstock corporation, and the City of Alameda (“Grantee”), a municipal corporation, California.

RECITALS

WHEREAS, Grantor is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is further classified as a non-private foundation, i.e., a public charity, within the meaning of Code Section 509(a)(1);

WHEREAS, Grantor further its exempt purposes by working across sectors to facilitate and further urban resilience planning and related efforts;

WHEREAS, in furtherance of its exempt purposes, Grantor applied for and received an award from the Alumbra Innovations Foundation (the “Funder”), with the purpose of launching the California Coastal Accelerator and Cohort program, of which Alameda is a member. The terms and conditions of which are governed by an agreement between Grantor and the Funder dated as of July 15, 2025 (the “Funding Agreement”);

WHEREAS, Grantor wishes to provide a portion of this funding to Grantee in support of the City of Alameda’s geomorphology study, as further described on the attached Exhibit A (the “Project”), and in accordance with the Funding Agreement, and Grantee wishes to receive such funding;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **Grant Amount.** Subject to the terms and conditions of this Agreement, Grantor shall provide a grant to Grantee in the amount of \$40,000 (the “Grant”).
2. **Payment of Grant.** Grantor shall distribute the Grant to Grantee in accordance with the following schedule:

Installment 1: \$40,000 on or before January 15, 2026, or upon signing of contract
3. Grantor may accelerate the payment of the Grant at any time, so long as the cumulative total of all installments of the Grant satisfies the foregoing schedule.
4. **Use of Grant.** Grantee shall use the Grant solely for purposes of the Project. In addition, Grantee agrees to use the Grant exclusively for exempt

purposes described in Code Section 501(c)(3) and that no portion of the Grant will be used: (i) to carry on propaganda or otherwise attempt to influence legislation; (ii) to participate in any political campaign on behalf of or in opposition to any candidate for public office; (iii) to make grants to individuals on a nonobjective basis, or (iv) to support terrorist acts or organizations that further terrorist activities.

5. Repayment of Grant. Grantee shall repay to Grantor any portion of the Grant that it fails to use in accordance with this Agreement, which necessarily includes any portion of the Grant that Grantor is required by Funder to recoup from Grantee or otherwise return to Funder.

6. Grant Reports. Grantee shall provide a brief narrative report to Grantor regarding its use of the Grant, addressing both the substance of Grantee's activities and its financial administration of the Grant. This report is due no later than 30 days from the end of the reporting period in which the Grant is fully expended and must evaluate the progress made in accomplishing the Grant's purposes and include copies of all press releases and other public announcements related to the Grant.

7. Oversight of Grant. Grantee shall: (i) permit representatives of Grantor to visit Grantee's premises and review Grantee's Grant-related activities; (ii) permit Grantor, at its own expense, to conduct an audit of Grantee's expenditure of the Grant; and (iii) supply Grantor with any information that Grantor may reasonably request for purposes of enabling Grantor to satisfy its reporting obligations under the Funding Agreement or otherwise exercise oversight over Grantee's use of the Grant.

8. Notices. All notices to be given in connection with this Agreement must be given by a customary means of written communication, such as personal delivery, mail, facsimile, or email, and must be directed to such address as the party to receive the notice has designated by notice to the other. The parties hereby designate the following addresses for notice purposes.

Grantor: Resilient Cities Catalyst
Attn: Marie Banzon
429 Clinton Ave., Unit 50
Brooklyn, New York 11238
Email: operations@rcc.city

Grantee: City of Alameda
Attn: Danielle Mieler
Address: 2263 Santa Clara Ave, Room 190, Alameda, CA 94501
Email: dmieler@alamedaca.gov

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It cannot be modified except by a written agreement dated subsequent to the Effective Date of this

Agreement and signed on behalf of the parties by their respective duly authorized representatives.

10. Assignment. Neither party may assign this Agreement without the other party's prior written consent. Except as otherwise provided, this Agreement is binding upon and ensures to the benefit of the Parties' successors and lawful assigns.

11. Waiver. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

12. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement must be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement must continue in full force and effect.

13. Choice of Law. This Agreement must be construed in accordance with the laws of the State of California, without regard to the conflict of law principles thereof, and the parties consent to exclusive jurisdiction and venue in the state courts sitting in the County of Alameda, California for any action or proceeding arising from the subject matter of this Agreement.

14. Headings. The section headings used in this Agreement are intended for convenience only and do not supersede or modify any provisions.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument. The parties further agree that signatures on this Agreement and any addenda or other documents related to this Agreement transmitted by facsimile, electronic mail or other form of electronic transmission are fully binding and effective for all purposes.

The parties have caused their duly authorized representatives to execute this Agreement.

Signatures on following page

<p>RESILIENT CITIES CATALYST, INC.</p> <p>By: <u>Andrew Salkin</u> Name: <u>Andrew Salkin</u> Title: <u>Managing Director</u> Date: <u>12/12/25</u></p>	<p>CITY OF ALAMEDA</p> <p>By: _____ Name: <u>Adam Politzer</u> Title: Interim City Manager Date: _____</p>
	<p>RECOMMENDED FOR APPROVAL:</p> <p>Signed by: <u>Allen Tai</u> _____ <small>E83362141C4D41A...</small> Planning, Building and Transportation Director</p> <p>APPROVED AS TO FORM: City Attorney</p> <p>Signed by: <u>Cara Silver</u> _____ <small>6A663BB3CB29400...</small> City Counsel</p>

Exhibit A

Scope of Services

Geomorphology and Ecological Study Southshore, Elsie Roemer and Bay Farm Island Northshore

Background

Resilient Cities Catalyst (RCC) is working with the City of Alameda as part of the California Coastal Accelerator, a philanthropically-funded program to accelerate high-impact coastal resilience projects among a collaborative cohort of communities across coastal California. The Coastal Accelerator supports a cohort of five coastal communities through tailored technical assistance and peer learning based on the unique needs of each cohort member—resulting in innovative coastal projects and solutions that are ready for implementation and communities with additional capacity to sustain this work moving forward.

Each participating community will receive support tailored to its unique needs and local context - meaning no two cohort members will have the same experience. The Coastal Accelerator is designed to be adaptive, with programming that evolves in response to stakeholder input and on-the-ground realities. This approach ensures that each community maximizes the impact of the partnership while contributing to a broader, collaborative model that spreads best practices for coastal resilience across California. By advancing place-based solutions and fostering statewide collaboration, the Coastal Accelerator seeks to establish a replicable model for accelerating climate resilience—demonstrating how California can lead in safeguarding and increasing access to its coast while setting a global example for adaptation in action.

Scope of Work:

With support from the Coastal Accelerator, the City of Alameda will develop a geomorphology and ecology study for the Alameda South Shore area. The purpose of the project is to address the key uncertainty for the implementation of nature-based adaptation strategies of sand movement along Crown Beach, South Shore Beach, Elsie Roemer Bird Sanctuary, and within the San Leandro Bay Estuary; South Shore and Crown beaches are manmade features requiring ongoing annual sand management. Understanding the natural movement of sand between the Bay and the beaches, and along the beach towards the San Leandro Bay Estuary will help inform potential natural-based pilot studies that may improve sand management and help address future sea level rise and coastal erosion. The study will leverage existing resources, including EBRPD sand management records, and include new data collection and modeling to better understand how actions such as mudflat augmentation and eelgrass restoration may reduce sediment loss and enhance sand management activities. The total cost of the Geomorphology and Ecological Study will be \$240,000 and the City of Alameda has already secured \$200,000. The \$40,000 will cover the remaining funding gap to ensure the successful execution of the study.

About RCC:

Resilient Cities Catalyst (RCC) is a 501(c)3 nonprofit, founded in 2019 to drive catalytic change to help partners solve their most pressing challenges. We work towards a vision where cities ensure that all residents, in particular, the most vulnerable, are safer, healthier and thriving in the face of everyday stresses and are able to withstand and recover quickly after shocks.

About City of Alameda:

The City of Alameda is committed to delivering high quality services and improving the quality of life for all of our residents and businesses. The City's Strategic Priorities include Enhancing Community Safety and Services, Building Resilience to Climate Change and Water Level Rise, Investing in Transportation, Infrastructure, Economic Opportunities and Historic Resources, Housing all Alamedans and Ending Homelessness, and Practicing Fiscally Responsible, Equitable, and Inclusive Governance.

SUBAWARD BUDGET

Cost	Date	Amount
Geomorphology and Ecological Study Funding Gap (larger budget details provided below)	January 2026	\$40,000
TOTAL		\$40,000

ANTICIPATED INSTALLMENT 1 TOTAL BUDGET

Cost	Date	Amount
Geomorphology and Ecological Study - Wave Modeling	September 2026	\$28,523
Geomorphology and Ecological Study - Hydrodynamic Modeling	December 2026	\$11,477
TOTAL		\$40,000