

## Electric School Bus Fund Award Agreement

This Electric School Bus Fund Award Agreement (“Agreement”) is entered into by Corbett School District (“Recipient”) and Portland General Electric Company (“PGE”) on 1 April 2024 (“Effective Date”) to support a transportation electrification project at 35800 Historic Columbia River Hwy, Corbett, Oregon. PGE will provide up to \$979,016.00 (“ESB Award Amount”) to Recipient, with seventy-five percent (75%) of budgeted project costs being awarded prior to commencement of the project, and the remaining amount, up to the full ESB Award Amount being awarded upon completion of all installation associated with the project and delivery of all components associated with the project.

The ESB Award Amount is based on the information provided to PGE by the Recipient and PGE estimates. Any material change to project design, plans, or scope by Recipient may result in forfeiture of funding or an adjustment to the Award Amount. All modifications to the project design, plan, or scope by Recipient, including those attributes listed below in Section I must be submitted to PGE for prior approval using the change request form provided by PGE.

This Agreement shall commence on the Effective Date and continue through the date that is ten (10) years after the Completion Date set forth in Section I(A) below (“Term”).

Recipient agrees to meet all requirements and deadlines set forth in this Agreement.

### I. PROJECT ATTRIBUTES

A. **Project Components.** Recipient shall procure, install, and/or complete the following transportation electrification project components and attributes described in the table below (the “Project”):

<b>Award Recipient</b>	Corbett School District
<b>Number and Type of Electric School Buses</b>	(1)Type C Electric School Bus and (1) Type D Electric School Bus
<b>Number and Type of Electric Vehicle Chargers</b>	Up to \$150,000 for charging infrastructure and qualified chargers
<b>Project address</b>	35800 Historic Columbia River Hwy, Corbett, OR
<b>Completion Date</b>	No later than August 31 <sup>st</sup> 2025
<b>Funding Award</b>	Up to \$979,016.00
<b>Approved project scope</b>	Recipient will own, operate, and maintain (1) Type C Electric School Bus and (1) Type D Electric School Bus. Funding includes the cost of charging infrastructure up to \$150,000 but can be rescinded if the Recipient decided to self-fund those costs and claim the Clean Fuels Credits for the Recipient.

**B. Completion Date.** Recipient shall procure, construct, or install the Project by the Completion Date set forth in Section I(A). If the Project is not completed by the Completion Date and a change order form has not been submitted and approved by PGE extending the Completion Date, PGE may terminate this Agreement and rescind the ESB Award Amount.

**C. Insured Loss of Project.** In the event the Project experiences an insured loss to the equipment included in this project, Recipient shall (a) reimburse PGE a proportionate amount of the Award Amount that represents the portion of the Project that experienced the insured loss within sixty (60) days after receiving such insured amount, or (b) procure and/or install new equipment or procure new vehicles comparable to the original Project scope.

**D. Use of Qualified Construction Contractor.** If the Project requires installation of electric vehicle charging equipment, Recipient shall utilize a construction contractor licensed in Oregon. Recipient shall comply with all local, state, and federal laws, applicable building and electrical codes, utility interconnection requirements, and permitting requirements.

**E. Use of Qualified Electric Vehicle Charging Equipment.** Recipient may only install new qualified electric vehicle charging equipment for use with the vehicles in the Project, even if the electric vehicle charging equipment is not funded by ESB. Qualified electric vehicle charging equipment is listed at [portlandgeneral.com/qualified-chargers](http://portlandgeneral.com/qualified-chargers). If requested, Recipient shall provide PGE written documentation to substantiate qualified charging equipment was installed.

**F. Compliance with Law.** Recipient, including its contractors, shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances and shall bear all costs associated with such compliance.

**G. Operations and Data.** Recipient shall keep all electric vehicle charging equipment operational and online (connected to the internet) throughout the Term. Prior to the installation of the electric vehicle charging equipment, Recipient shall submit to PGE the Commercial Charging Station Data Release form and online Commercial Charging Registration Form (upon project close) that allows PGE to access the Recipient's EV charging data. The data collected by this may be used by PGE for educational purposes, performance analysis, reporting, compliance with the Oregon Clean Fuels Program, or any other reason PGE deems necessary in its discretion.

**H. Oregon Clean Fuels Credits** If the Project includes the installation of electric vehicle charging equipment, Recipient shall assign all Oregon Clean Fuels Program credits generated from the electric vehicle charging equipment associated with the Project to PGE, commencing on the Completion Date and continuing through December 31, 2034. Recipient will provide an executed Oregon Clean Fuels Program Aggregator Designation Form to PGE, designating PGE as the aggregator for any infrastructure funded by the ESB.

**I. PGE Nondiscrimination Policy.** Recipient agrees that the agency they represent does not discriminate based on a person's race, sex, religion, national or ethnic origin, age, disability, marital status, veteran status, sexual orientation, or gender identity in its programs or hiring practices.

## II. USE OF ELECTRIC SCHOOL BUS FUNDS

Recipient may only use the Award Amount to pay for costs associated with the purchase and installation of the Project components set forth in Section I(A). Recipient shall maintain the Project and the useful life of its components, both physical and experiential, throughout the Term. In the event Recipient fails to maintain the Project through end of the Term, Recipient shall reimburse PGE a prorated amount of the Award Amount for the years remaining in the Term.

## III. RECIPIENT DELIVERABLES

A. **Recipient Webinar/One on Ones:** Recipient, including all relevant Recipient project staff, shall attend the ESB award recipient webinar that is hosted by PGE. The webinar will cover funding award requirements and expectations, along with guidance to expedite the documentation and funding process. Webinar details will be provided upon execution of this Agreement.

B. **Meeting with Staff:** Recipient, including all relevant project staff, shall meet one-on-one with PGE staff at least once at project kick off.

C. **Quarterly Updates:** Recipient shall provide a quarterly progress report to PGE on the 15<sup>th</sup> day of the month following each calendar quarter after the Effective Date. For example, April 15<sup>th</sup> for Q1, July 15<sup>th</sup> for Q2 and so on. Recipient shall utilize the quarterly progress report form provided and submitted on CyberGrants.

D. **Change requests:** In the event Recipient desires to make changes to the Project scope or Project attributes listed in Section I(A), Recipient shall complete and submit a change request form provided by PGE.

E. **Project completion and reimbursement:** Upon completion of Project installation and all other funding requirements, Recipient shall submit a final report in the form provided by PGE along with any supplemental documentation reasonably requested by PGE on CyberGrants within thirty (30) days after the Completion Date.

F. **Ongoing reporting:** For a period of three (3) years after the Completion Date, the Recipient will submit an annual report. For a period of ten (10) years after the Completion Date, PGE will collect charging session data on the funded chargers.

G. **Communication:** Recipient must respond to all communications within ten (10) business days, unless otherwise communicated.

## IV. EDUCATION AND OUTREACH REQUIREMENTS

A. **PGE Electric School Bus Fund Recognition Statement.** Recipient shall include the following statement on all signage, materials, and communications, both print and non-print,

produced as part of the Project or otherwise associated with the Project: "This project has been made possible by DEQ's Oregon Clean Fuels Program via the PGE Electric School Bus Fund."

**B. Celebrations and Publicity.** Recipient shall celebrate Project completion through one or all of the following: media event, tour, media advisory, press announcement, social media, stakeholder communications. Recipient shall notify PGE of such events and PGE may participate in such events.

**C. Approvals.** Recipient shall seek prior written approval from PGE at least three (3) weeks in advance for each and every instance of Recipient's use of PGE's customers, or use of PGE or ESB logos in promotional materials and advertising. PGE encourages the use of such logos and customer lists, but review and approval is required for any and all public facing materials.

**D. Portland General Electric Company Website.** PGE may include information regarding the Project in its promotional materials, customer communication materials, and any relevant reports or presentations, including use of photographs of the Project in brochures and internet pages for purposes of supporting ESB.

**E. Site Tours:** Recipient shall provide PGE and its customers and guests with access to the Project, subject to thirty (30) days advance notice from PGE.

#### **IV. FUND DISBURSEMENT**

PGE will provide seventy-five percent (75%) of the Award Amount to the Recipient within thirty (30) business days after either the Effective Date, or the date on which PGE receives the requested banking information from the Recipient, whichever is later. PGE will disperse up-to the remainder of the ESB Award Amount within thirty (30) business days after confirmation that all funding requirements set forth in this Agreement, including final reporting and documentation, have been met, Recipient shall report actual project costs to PGE upon project completion. In the event Recipient does not utilize the entire Award Amount on the Project, PGE may adjust the final payment amount or require Recipient to refund such funds not spent on the Project by providing written notice to Recipient. Recipient shall refund such amounts within thirty (30) business days after receiving such written notice from PGE.

PGE shall verify Project installation through the following steps:

- A. City/county permitting finalized, including electrical inspection.
- B. If required, Recipient has provided the executed Oregon Clean Fuels Program Aggregator Designation Form designating PGE as the aggregator for any EV charging infrastructure funded by the Electric School Bus Fund.
- C. Recipient has submitted the Commercial Charger Registration Form and signed the Commercial Charging Station Data Release allowing PGE access to charging session data.
- D. Final report is submitted by Recipient and approved by PGE, along with:
  - Itemization of each eligible Project expense – i.e., labor, permits, vehicles, equipment and materials.
  - Copies of detailed invoices documenting total and eligible project costs and supporting itemization of expenses.

- Documentation of each outside funding source.
- Photos of the installation (.jpg) of the Project.
- Photos of signage and other educational collateral.
- Photos of vehicles, charging equipment, and any public events.
- Documentation of public relations and outreach efforts (e.g., press coverage, celebrations, etc.) and/or schedule of future events if efforts have not yet occurred.

Recipient agrees to provide all documentation reasonably requested by PGE to verify completion of Project installation.

## **V. AUDIT**

PGE may perform a technical and financial audit of Recipient's use of the Award Amount. Recipient agrees to provide support and cooperation for such audits. Recipient shall cure any deficiencies identified in the audit of Recipient's use of the Award Amount within thirty (30) days after receiving written notice from PGE or reimburse PGE the full amount of the Award Amount.

## **VI. MISCELLANEOUS**

**A. Termination.** In the event Recipient materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from PGE, PGE may terminate this Agreement. In the event of such termination, Recipient shall reimburse PGE a straight-line prorated amount of the Award Amount for the remaining years of the Term.

**B. Indemnification.** Recipient shall indemnify, defend and hold harmless PGE from any and all claims, liabilities, governmental fines and penalties and damages of every kind, including attorneys' fees, made against or incurred by PGE arising out of or resulting from (i) the procurement, installation and use of any component of the Project, and (ii) any willful misconduct or negligence of the Recipient and any third parties retained by Recipient in connection with this Agreement. Recipient's indemnity obligation shall not extend to any liability to the extent caused by the negligence of PGE.

**C. Limitation of Liability.** IN NO EVENT SHALL PGE BE LIABLE UNDER THIS AGREEMENT TO RECIPIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. PGE'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AWARD AMOUNT RECEIVED BY RECIPIENT UNDER THIS AGREEMENT.

**D. Severability.** If any provisions of this Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision hereof, and this Agreement should be construed to give effect as nearly as possible to the intent of the parties. The parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable.

**E. Controlling Law and Venue.** THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. RECIPIENT IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY OBJECTION THAT RECIPIENT MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.

**F. No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any liability to or any benefit for any person not a party to this Agreement.

**G. Successors and Assigns.** This Agreement shall be binding on the parties' successors, and insofar as assignment is permitted, on the parties' assignees.

The parties, through their duly authorized representatives, have executed this Agreement as of the dates indicated below.

**RECIPIENT**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

**PORTLAND GENERAL ELECTRIC COMPANY**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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