

## Drive Change Fund Award Agreement

This Drive Change Fund Award Agreement (“Agreement”) is entered into between Portland General Electric Company (“PGE”) and Corbett SD 39 (“Recipient”) on 31 August 2023 (“Effective Date”) to support a transportation electrification project at 35800 E Hist Columbia River Hwy, Corbett, Oregon 97019. PGE will provide up to \$216,450.00 (“DCF 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 DCF Award Amount, being awarded upon completion of all installation associated with the project and delivery of all components associated with the project.

The DCF Award Amount is based on the information provided by Recipient to PGE in its application for the DCF Award Amount and during the interview process. Any material change to project design, plan, or scope by Recipient that is not pre-approved by PGE, may result in forfeiture of funding or an adjustment to the DCF Award Amount. All modifications to the project design, plan, or scope including those attributes listed below in Section I must be submitted for approval by PGE 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 (the “Term”).

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

### I. PROJECT ATTRIBUTES

A. 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 SD 39
<b>Project Categories</b>	EVs and Charging
<b>Number of Electric Vehicles</b> (e-bikes, e-tractors, etc)	(1) Ford F-150 Lightning truck and (1) 2023 Ford E-Transit van
<b>Number of Charging Stations and Ports</b>	(1) Dual Port ChargePoint Level 2 charger
<b>Community Benefit</b>	Funds from maintenance of older gas-powered vehicles can be diverted to other forms of support for students and families in the community. The project will also decrease GH emissions and promote electrification through increased accessibility to charging infrastructure. Increasing access to charging infrastructure in the region is necessary. Transportation electrification sends the message to students that their voices and desire to have access to clean energy matters.

<b>Other Project Components</b>	No DCF Funding Given for Other Project Components
<b>Project Address</b>	35800 E Hist Columbia River Hwy, Corbett OR 97019
<b>Completion Date</b>	No later than June 30th 2025
<b>DCF Award</b>	Up to \$216,450.00
<b>Total Project Cost</b>	\$216,450.00
<b>Approved Project Scope</b>	<p>This project acquires (1) electric transit van and (1) electric truck to start the districts electrification goals, and transport staff and equipment to district sporting events and serve as a mobile maintenance shop for the district facilities crew to travel between the three campuses in the school district.</p> <p>This project increases the number of free, public EV charging stations available in Corbett, by adding (1) dual port charger.</p>

**B. Completion Date.** Recipient shall procure and/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 has not been submitted and approved by PGE extending the Completion Date, PGE may terminate this Agreement and rescind the DCF 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 DCF 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 comparable to the original Project scope.

**D. Use of Qualified Construction Contractor.** If the Project requires installation of electric vehicle charging equipment or other construction services related to the project, Recipient shall utilize a construction contractor licensed in Oregon. Recipient shall comply with all applicable building and electrical codes, utility interconnection requirements, and permitting requirements.

**E. Use of Qualified Electric Vehicle Charging Equipment.** Recipient shall only install new qualified EV chargers for use with the EVs in the Project, even if EV charging equipment is not funded by DCF. Qualified EV chargers are listed at [portlandgeneral.com/qualified-chargers](http://portlandgeneral.com/qualified-chargers). If requested, Recipient shall provide PGE written documentation to substantiate that only qualified EV chargers were 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 EV chargers operational and online (connected to the internet) throughout the Term. 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 clean fuels credits generated from the EV charger(s) associated with the Project to PGE commencing on the Completion Date and continuing through December 31, 2034, unless PGE provides written notice otherwise. Recipient will provide an executed Oregon Clean Fuels Program Aggregator Designation Form, designating PGE as the aggregator for any infrastructure funded by the Drive Change Fund.

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 DRIVE CHANGE FUNDS

Recipient may only use the DCF Award Amount to pay for costs associated with the purchase and installation of the Project components set forth in Section I(A). The DCF Award Amount is intended to directly and indirectly benefit PGE's residential customers. Recipient is expected to maintain the Project, both physical and experiential, during the Term. In the event Recipient fails to maintain the Project through the Term, Recipient shall reimburse PGE a prorated amount of the DCF Award Amount for the years remaining in the Term. The DCF Award Amount may not exceed the total Project costs.

## III. RECIPIENT DELIVERABLES

A. **Recipient Webinar:** Recipient, including all relevant Recipient project staff, shall attend the DCF 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 of 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 Drive Change 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 Drive Change Fund."

B. **Celebrations and Publicity:** Recipient shall celebrate Project completion through one or all of the following in accordance with the Education Plan described in the table above in Section I(A): media event, tour, media advisory, press announcement, social media, or stakeholder communications. Recipient shall notify PGE of such event(s) and PGE may participate in such event(s).

C. **Approvals:** Recipient shall seek three (3) weeks prior written approval from PGE for each and all instances of promotional materials and advertising that identify PGE customers or use the PGE or Drive Change Fund logos. PGE encourages the use of such logos and customer lists, but review and approval is required for any and all public facing materials.

D. **Permanent Recognition:** Recipient shall develop, install and maintain during the entire Term, at least one piece of permanent, onsite signage that publicly recognizes the contributions of DEQ's Oregon Clean Fuels Program via the PGE Drive Change Fund in accordance with Section IV(A). Upon request by Recipient, PGE will provide samples of signage design and reasonable support for the development of the content and messaging for such signage.

E. **Vehicle Wrapping:** If the recipient will be customizing an EV funded by the PGE Drive Change Fund, Recipient shall include the following statement on all signage, produced as part of the Project or otherwise associated with the Project: "Powered by the PGE Drive Change Fund

and DEQ's Oregon Clean Fuels Program." Recipient shall seek prior written approval at least three (3) weeks in advance from PGE for any EV wrap designs.

F. **Portland General Electric Company Website:** PGE may include information regarding the Project in its customer communication materials, including use of photographs of the Project in brochures and internet pages for purposes of supporting the DCF program.

G. **Site Tours:** Upon thirty (30) days advance notice by PGE, Recipient shall provide PGE, its customers, and guests with access to the Project for tours of the Project.

## V. FUND DISBURSEMENT

PGE will disperse seventy-five percent (75%) of the DCF Award Amount within thirty (30) business days after either the Effective Date, or the date in which PGE receives the requested banking information from the Recipient, whichever is later. PGE will disperse up-to the remainder of the DCF Award Amount within thirty (30) business days after confirmation that all funding requirements set forth in this Agreement, including reporting and documentation, have been met. **In the event Recipient does not utilize the entire Award Amount of 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 completion through the following steps:

- A. City/county permitting finalized, including electrical inspection.
- B. 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 Drive Change 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.

## **VI. AUDIT**

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

## **VII. 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 DCF 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 the 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 DCF 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: \_\_\_\_\_

