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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Denise Saddler G. EdD, Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date August 27, 2025

Subject Amendment No. 1 to PG&E EV Charge Schools and Parks Program Contract – Pacific Gas & Electric Company – East Oakland Pride Elementary School Electrical Vehicle Charger Installation Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to PG&E EV Charge Schools and Parks Program Contract, by and between the **District** and **Pacific Gas & Electric Company, San Francisco, CA**, for PG&E to provide, install, and retain ownership of the EV chargers at no cost to the district. PG&E will cover all network fees and O&M for eight years. This eliminates significant district costs and long-term responsibilities outlined in the original contract as identified in the Amendment No. 1 for the East **Oakland Pride Elementary School Electrical Vehicle Charger Installation Project**, decreasing the contract price from **\$98,304.00** to **\$0.00**. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This amendment reflects the change in project delivery from “Owner site” to “Sponsor site” with PG&E now responsible for providing, installing, and maintaining the EV chargers at no cost to the district.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 1 to PG&E EV Charge Schools and Parks Program Contract, by and between the District and Pacific Gas & Electric Company, San Francisco, CA, for PG&E to provide, install, and retain ownership of the EV chargers at no cost to the district. PG&E will cover all network fees and O&M for eight years. This eliminates significant district costs and long-term responsibilities outlined in the original contract as identified in the Amendment No. 1 for the East Oakland Pride Elementary School Electrical Vehicle Charger Installation Project, decreasing the contract price from \$98,304.00 to \$0.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 1, and Other Documents
- Routing Form
- File ID: 23-0286

FIRST AMENDMENT TO PG&E EV CHARGE SCHOOLS AND PARKS PROGRAM CONTRACT

This FIRST AMENDMENT TO PG&E EV CHARGE SCHOOLS AND PARKS PROGRAM CONTRACT (this "**Amendment**"), dated as of August _____, 2025 ("**Effective Date**"), is entered by and between the Oakland Unified School District ("**Site Host**") and Pacific Gas and Electric Company, a California corporation ("**PG&E**").

RECITALS

WHEREAS, on or about March 25, 2022, the Site Host and PG&E entered into that certain PG&E EV Charge Schools and Parks Program Contract (the "**Original Agreement**"), which includes the Part A: Project Description, the Part B: Terms and Conditions, Attachment 1: Preliminary site designs, and the Attachment 2: Sample easement, whereby PG&E agreed to perform certain work including the design, purchase, construction and maintenance of three (3) ChargePoint CT4000 dual port chargers at a site owned by the Site Host located at 8000 Birch Street, Oakland, California, commonly known as the East Oakland Pride Elementary School (the "**Work**");

WHEREAS, the Site Host and the PG&E seek to revise the Original Agreement pursuant to the terms and conditions set forth under this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

A. Incorporation of Recitals; Definitions. The foregoing provisions of the Recitals are true and correct and are incorporated into this Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the Original Agreement. As used herein and in the Original Agreement, the term "**Contract**" shall mean the Original Agreement, as amended by this Amendment.

B. Revision of the Contract:

(i) Part A: Project Description to the Original Agreement shall be deleted in its entirety and replaced by the revised Part A: Project Description attached hereto and incorporated herein as **Exhibit A**.

(ii) Part B: Terms and Conditions to the Original Agreement shall be deleted in its entirety and replaced by the revised Part B: Terms and Conditions attached hereto and incorporated herein as **Exhibit B**.

C. Authority. The Site Host and PG&E each represents and warrants that the individual signing this Amendment on behalf of such party is duly authorized to execute and deliver this Amendment on behalf of such party. Notwithstanding the foregoing, the parties agree that this Amendment shall not be effective or binding upon the Site Host until it is approved by the Site Host's Board of Trustees.

D. Governing Laws. This Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles.

E. No Further Modifications. Except as specifically modified herein this Amendment, the Original Agreement shall remain unmodified and in full force and effect. In the event of any inconsistency between the provisions of the Sublease and this Amendment, the provisions of this Amendment shall govern and control.

F. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Lease-
Leaseback Sublease Agreement by their authorized officers as of the dates so indicated below.

SITE HOST:

OAKLAND UNIFIED SCHOOL DISTRICT,
a school district organized and existing under the laws
of the State of California

By: _____

Name: PRESTON THOMAS

Its: CHIEF SYSTEMS AND SERVICES OFFICER

Date: 7/24/25

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Name: Laura Espinoza

Its: Manager, EV Customer Programs

Date: 07/28/25

Approval as to form:

James Traber

07/29/2025

James Traber, Esq.
Facilities Counsel

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

Denise Sadder G. EdD, Interim Superintendent
and Interim Secretary, Board of Education

Date

EXHIBIT A
PART A: Project Description

[See Attached]



Part A: Project Description

Program	EV Charge Schools and Parks Program as described in California Public Utilities Commission, or "CPUC", Decision Number 19-11-017 issued November 13, 2019, and as administered by PG&E
Site Host Name and Contact Information	Hannah Press 955 High Street Oakland, CA 94601 hannah.press@ousd.org (510) 409-2784
Site Address(es) and EVSE Package(s)	8000 Birch Street Oakland, CA 94621 3 ChargePoint CT 4000 (Dual Port)
Is Site Host the owner or lessee of the Site?	Owner
Type of Use	Publicly available and/or private use
EVSE Package Supplier	ChargePoint
EVSE Owner	PG&E
Term	8 years from the date the EVSE becomes operational
Contingencies	As described below

Capitalized terms are defined in Part B: Terms and Conditions.

Project Overview: Site Host has selected the charge station package(s) described above (also referred to as the EVSE Package(s)) for deployment at the above Sites. PG&E will design, construct, own and maintain an EV Service Connection and related EV Supply Infrastructure at those Sites. PG&E will also purchase, install, operate and maintain the EVSE Package(s) selected by Site Host for 8 years beginning on the date the EVSE becomes operational.

Overview of Site Host's Responsibilities. Site Host is responsible for:

- Choosing an EVSE Package that meets Site Host's requirements.
- Making the EVSE available for charging for an 8 year period beginning on the date the EVSE becomes operational.
- Entering into direct agreements with the EVSE Package Supplier for software licensing and network services.
- Determining and enforcing charge station use policies and associated end user fees.
- Other responsibilities as detailed in Part B: Terms and Conditions.

Contingencies: Selection of sites for inclusion in the Program involves careful consideration of the project costs and total scope of work, including site conditions. A final decision to proceed with construction is dependent on satisfaction of the following contingencies. PG&E may remove a Site from the Program if any of these contingencies is not satisfied. If PG&E removes a Site, then this Contract will be deemed terminated with respect to that Site but will continue in force for other Sites (if any) described in the Project Description.

- **Easements.** All required easements must be obtained from applicable landowners and third parties within 60 days of signing this Contract. Refer to section 9 of the Terms and Conditions for details on how easements will be addressed.
- **Confirmation of Project Costs.** PG&E reserves the right to remove a Site from the Program at the completion of the design and estimation stage if the estimated project cost (including the EVSE, projected EVSE O&M costs, the EVSE Service Connection and EV Supply Infrastructure



*Pacific Gas and
Electric Company*

Clean Energy Transportation
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

for that site, inclusive of easement costs) ("**make ready costs**") materially exceeds PG&E's estimates at the time of this Agreement.

Site Host Acceptance. Site Host confirms its participation in the Program and agrees to be bound by this Contract, including Part B: Terms and Conditions. By signing this Contract, Site Host is committing to deploy the number of charging ports and charger locations specified above and in the attached preliminary design, subject to the contingencies noted herein.

EXHIBIT B
PART B: Terms and Conditions

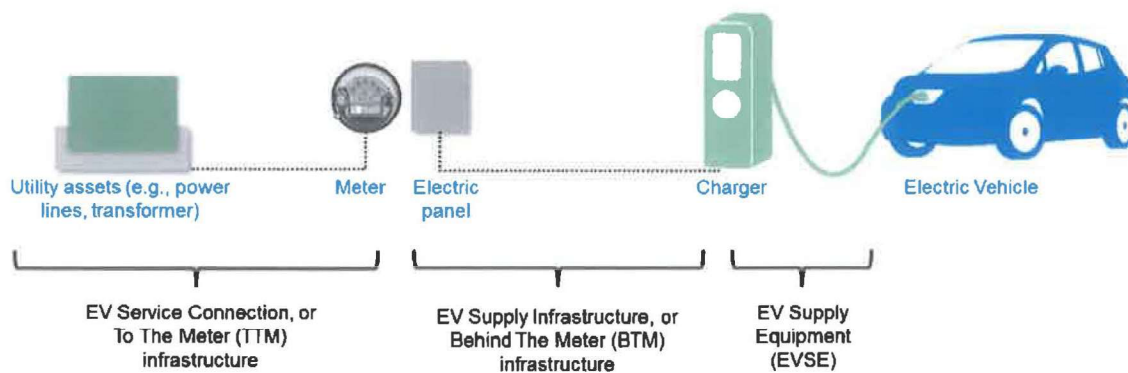
[See Attached]

Part B: Terms and Conditions

1. Program Definitions

- 1.1 Disadvantaged Community (DAC) – Census tracts in PG&E's electric service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0, or current version.
- 1.2 EV Service Connection – Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system. Also referred to as "To the Meter" (TTM) infrastructure.
- 1.3 EV Supply Infrastructure – Infrastructure from the meter (but not including the meter) to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space, as well as any equipment mounting infrastructure (e.g., concrete pad, Unistrut, etc.). Also referred to as "Behind the Meter" (BTM) infrastructure.

High level EV infrastructure configuration and terminology



- 1.4 EVSE – Electric vehicle supply equipment used for charging EVs. This includes all components of the power dispenser(s) and power cabinet(s) including conductors (ungrounded, grounded, and equipment grounding conductors), the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.
- 1.5 EVSE Package – EVSE hardware, software, and network services furnished by the EVSP.
- 1.6 EVSE Operations and Maintenance (O&M) – Services required to operate and maintain the EVSE including but not limited to network connectivity and related services, remote monitoring and management services, replacement of parts and associated services necessary to keep the EVSE operational. EVSE O&M does not include maintenance and repair of the EV Service Connection and the EV Supply Infrastructure.
- 1.7 EVSE Owner – The entity that is responsible for paying the up front and ongoing costs associated with keeping the EVSE Package operational. For this Contract, PG&E will be the EVSE Owner.
- 1.8 EVSP – Electric vehicle service provider is an entity that provides EVSE hardware and software to enable electric vehicle charging.



- 1.9 PG&E – Pacific Gas and Electric Company.
- 1.10 Site(s) – The sites identified for the deployment of EVSE in Part A (Project Description).
- 1.11 Rate Plan – A retail energy rate plan offered by PG&E. Site Host may enroll in any applicable PG&E rate plan based on their service use. Details on PG&E rates and eligibility criteria can be found at https://www.pge.com/en_US/small-medium-business/energy-alternatives/clean-vehicles/ev-charge-network/electric-vehicle-rate-plans.page#:~:text=Business%20Low%20Use%20EV%20Rate,workplaces%20and%20multi%20Unit%20dwellings.
- 1.12 Site Host –The Site Host owns or leases the Site(s) where the EVSE Packages are installed.
2. **Acknowledgement and Term:** All parties hereto agree to abide by the terms and conditions of this Contract for participation in the Program, including all requirements expressly incorporated by reference. The duration of this Contract (the “Term”) will commence on the date in which EVSE becomes operational and will continue in effect for the Term stated in Part A (Project Description) (unless otherwise earlier terminated pursuant to the terms herein). The EVSE will be deemed to be operational when both the EVSE commissioning is complete and the final inspection by the Authority Having Jurisdiction has been passed (as shown by the date of the final inspection certificate).
3. **Selection of EVSE Package:**
 - 3.1 All EVSE equipment, hardware and software are provided by third-party suppliers. Site Host acknowledges that it is solely responsible for selecting products that satisfy its operational requirements. PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package and disclaims any liability with respect to defects in the materials or workmanship of the products supplied by third parties. PG&E Company will pass through to Site Host the benefit of any and all warranties offered to customers by the EVSE Package Supplier.
 - 3.2 PG&E will procure, deploy and provision the software (or cloud-based software service) and any software management and support services on Site Host’s behalf. Site Host will be required to enter into a direct license/service agreement with the third-party licensor (the “Software License”). Site Host will be responsible for provisioning internet connectivity to the EVSE, if required. Site Host’s use of the software and related services will be governed by the terms of the Software License in addition to the terms of this Agreement.
4. **Additional Services from EVSP:** The EVSP may offer and contract directly with the Site Host to provide additional or complementary services that are not described in Part A (Project Description), as long as these services do not materially interfere with the objectives of the Program. The costs of additional EVSP services (including any additional work required for the EV Service Connection or EV Service Infrastructure), and any cost related to O&M of any additional EVSP services, will not be borne by PG&E pursuant to this Contract.
5. **Installation Process:**
 - 5.1 PG&E and/or its contractors shall, at PG&E’s sole cost and expense (except as stated in Part A (Project Description), if applicable), design and construct the EV Service Connection and EV Supply Infrastructure, and procure and install the EVSE Package(s), in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements.
 - 5.2 Site Host is responsible for (i) providing or obtaining required easements (refer to section 9 below), (ii) removal or trimming of Site vegetation as required to enable installation of the EV Supply Infrastructure; and (iii) providing all disclosures regarding known conditions, including but not limited to hazardous or contaminated materials, located at the Site. Arrangements for removal of any hazardous or contaminated materials, and any other environmental remediation, will be Site Host’s responsibility at Site Host’s expense. If PG&E is to assume any responsibility for remediation of any



of these conditions this must be expressly stated in Part A (Project Description) and will be limited to the responsibilities described therein.

5.3 PG&E is responsible for:

5.3.1 Documenting and obtaining Site Host's approval of any architectural or engineering plans that are required for construction. Site Host will not unreasonably withhold, delay or condition its approval for such plans.

5.3.2 Obtaining required municipal and other governmental permits and authorizations for construction. Site Host will provide reasonable assistance, at Site Host's expense, to facilitate such permits and authorizations.

5.4 PG&E will provide overall project management and will coordinate all communications among the EVSE Package Supplier, Site Host and relevant third parties with respect to the installation process, and for securing required approvals with respect to preliminary and final designs.

5.5 A preliminary layout of proposed facilities will be provided by PG&E to Site Host for its review and approval; such approval will not unreasonably be withheld. After Site Host approves the preliminary design, PG&E will coordinate with the Site Host if there are any proposed material changes. A final design, with no material changes from the agreed upon design, will be provided by PG&E to Site Host prior to any installation activities. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved no material changes will be made without approval from PG&E, Site Host, and EVSE Owner.

5.6 PG&E will provide an estimated installation schedule after execution of any required easements and the approved building permit. PG&E will notify Site Host if the schedule requires modification. PG&E does not guaranty that the project will be completed within the time frame shown in the installation schedule.

6. **EV Drivers Right to Access:** Access to or use of the EVSE shall not be restricted for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. Subject to the foregoing, Site Host will establish guidelines for use of the EVSE, including use by faculty, students, and parents before, during, and after school hours at those times that the school facilities or other educational institutions are operated for purposes of providing education or school-related activities, and by others present for those activities.

7. **Duty to Notify:** Site Host warrants that it is the occupier of the Site(s) as an owner or tenant and has legal control of the Site(s). Site Host has a duty to promptly notify PG&E when Site Host becomes aware of any unsafe, inoperable or damaged EV Service Connection or EV Supply Infrastructure equipment. In addition, Site Host shall promptly report all claims and/or incidents associated with the EV Service Connection or the EV Supply Infrastructure to PG&E or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host and/or any third party.

8. **Accessibility Requirements:** The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

9. **Title and Easements:**

9.1 Title to the EV Supply Infrastructure and the EVSE will remain with PG&E.

9.2 An easement may be required to install and maintain the EV Service Connection, EV Supply Infrastructure and EVSE Package(s). PG&E will use existing easements when practicable to minimize encumbrances on the Site(s). If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement



is required. PG&E will provide the easement documentation to Site Host for execution by the landowner and/or other relevant third parties such as secured lenders. If the duly executed easement with applicable consents is not provided to PG&E's satisfaction (based on standard utility requirements) within 60 days after PG&E provides the documentation to Site Host, PG&E may remove the affected Site(s) from the Program. If the EV Service Connection must cross property owned by a third party to serve Site Host, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained. PG&E will pay for the cost of third party easements and the estimated cost will be included in the make-ready cost of EVSE Service Connection and EV Supply Infrastructure for that site. Upon termination of the Contract, PG&E shall, within thirty (30) days written demand therefor, execute and deliver to Site Host (or the relevant third party) a quitclaim of any easement granted pursuant to this Contract.

10. **Access to Site Host's Site(s):** PG&E and its contractors shall at all times have the right to enter and leave the Site(s) for any purpose connected with the furnishing of electric service to the EV Supply Infrastructure and EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.), Operation and Maintenance of the EVSE and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. Except in emergencies, PG&E shall use best efforts to provide Site Host with advance notice of work that is likely to affect access to or use of the Site, consistent with PG&E's standard utility practices. If Site Host does not grant PG&E reasonable access to the Site(s), then PG&E may, consistent with PG&E's standard utility practices, deenergize the EV Supply Infrastructure or EV Service Connection until access is granted.

11. **EVSE Operation and Maintenance:** Pursuant to CPUC requirements for the Program, PG&E is required to operate and maintain the EVSE for the Term of this Contract. PG&E will pay all O&M costs associated with the EVSE. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good and safe condition. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services.

12. **Usage Charges and Billing:**

12.1 **PG&E Electric Charges.** Site Host will be the PG&E customer of record for the EVSE and will be served an applicable rate for electric usage. As the customer of record, Site Host will be responsible for paying the PG&E bill associated with the EVSE. Site Host may change its Rate Plan during the Term, but must remain on an applicable Rate Plan for the duration of the Term. If Site Host switches to a non-approved Rate Plan during the Term, Site Host shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

12.2 **User Charges.** The EVSP will be responsible for collecting payment from EV Drivers who use the EVSE and passing on the value of this payment to the Site Host. The Site Host has two options for charging EV Drivers: Pass-through Pricing and Custom Pricing.

12.2.1 **Pass-through Pricing:** Under this option, the Site Host delivers energy to EV Drivers at the price per kWh reflected in the selected Rate Plan at that time. In order to recover any additional charges associated with the Rate Plan, the Site Host will have the option to include a Rate Adder with the energy price per kilowatt-hour (kWh) passed on to EV Drivers. The Rate Adder should represent the non-energy additional charges (e.g. demand charges and meter charges) associated with the applicable Rate Plan converted into a price per kWh. If a Site Host decides to use a Rate Adder, then EV Drivers will pay the applicable price per kWh for their energy use, plus the Rate Adder (an additional price per kWh). Alternatively, Site Hosts in this option do not have to pass on the non-energy charges to EV Drivers with a Rate Adder and can instead cover these costs themselves. Site Hosts shall periodically recalculate the Rate Adder based on historic EV charging usage to ensure they are not over-charging EV Drivers.



- 12.2.2 **Custom Pricing:** Under this pricing plan, the Site Host will deliver energy to EV Drivers at a price determined by the Site Host but subject to a load management plan. Site Host's pricing plan shall be designed to be no higher than cost-neutral, with no profit component for Site Host.
- 12.3 **Load Management Plan:** Where the Site Host selects the Custom Pricing option, the Site Host will be required to submit a load management plan to PG&E in order to encourage drivers to charge during times of available capacity on the grid. PG&E will provide load management plan guidelines to Site Hosts. All load management plans must be acceptable to PG&E. Site Hosts who do not submit a load management plan approved by PG&E will be asked to provide one and will be ineligible to participate in the Program until an approved load management plan is in place. EVSE site use patterns will be monitored, and in addition, applicant- determined prices or fees to use the EVSE will be tracked. This data will be used to inform CPUC policy.
13. **No Other Compensation:** Under no conditions shall Site Host or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation, except for compensation permitted under the terms of the pricing options described above.
14. **Low Carbon Fuel Standard (LCFS) Credits:** Site Host agrees that PG&E, as the EVSE owner, will be entitled to all LCFS credits and associated financial benefits arising from use of the EVSE.
15. **Reliability:** PG&E does not guarantee uninterrupted service or uninterrupted operation of the EVSE. At its own expense, Site Host may pursue options to ensure that any impact to operations from potential loss of power and/or EVSE service is sufficiently mitigated.
16. **Relocations of EVSE:** Should Site Host request relocation of EVSE during the Term, such relocation shall be subject to mutually agreeable terms and shall be performed at Site Host's sole expense and in accordance with any Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by PG&E, Site Host shall either amend the Easement to include the legal description of the new location or enter into a new Easement with PG&E.
17. **Permission to Use Data:** Site Host agrees to allow PG&E, its agents and representatives to access and use data relating to the use of the EVSE (including usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) ("Usage Data") for PG&E's internal use, for the enhancement of the Program and similar programs and for regulatory reporting purposes, and all such use shall be in accordance with applicable laws and regulations. If Site Host does not control access to Usage Data, Site Host will direct the person who controls such access to make Usage Data available to PG&E in a file format reasonably acceptable to PG&E and consistent with regulatory reporting requirements. All data shall be anonymized to remove any personal information before it is provided to PG&E.
18. **Representations:** Participation in the Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, the EVSE Package Supplier, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner of the Site(s) and has the right to grant the easement and other rights of access referred to in this Contract, or (ii) it is the lessee of the Site(s) and, subject to obtaining an easement from the landlord as described in this Contract, has the power, authority and capacity to bind itself to this Contract and to perform each and every obligation required of Site Host hereunder.
19. **Regulatory Changes:** PG&E may initiate changes to the Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host with advance notice of any such changes.
20. **Compliance with Laws:** All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the Program



and/or a party's interactions with customers in connection with the Program, including operation of the EVSE.

21. **PG&E Termination or Suspension:** PG&E may terminate, or for any duration suspend, Site Host's participation in the Program, or operation of EVSE to comply with regulatory mandates or for cause including but not limited to: failure to provide or maintain terms of easement, breach of this Contract, failure to abide by Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other material reason(s) not in the best interests of the Program or PG&E's ratepayers.
22. **Assignment.** If the Site Host wishes to assign its rights and obligations under this Contract to a new Site Host prior to the end of the Term, the new Site Host may assume all rights and obligations for the remaining term with PG&E's written consent.
23. **Early Removal, Termination or Cessation of EVSE Service:** Should Site Host request removal of the EVSE and/or EV Supply Infrastructure and/or termination of an EV Service Connection before the end of the Term (an "Early Termination"), Site Host shall be responsible (and shall reimburse PG&E) for the full cost and expense of such removal. In addition, if there is an Early Termination or if Site Host ceases to make EVSE available as required by this Contract before the end of the Term, then Site Host will pay PG&E the actual costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E projected and final costs associated with such a removal request. Upon such Early Termination or cessation of service, Site Host may elect option 2 (but not option 1) in the "End of Term" paragraph below.
24. **End of Term:** At the end of the Term, the Site Host will have the following options. If Site Host does not notify PG&E of the selected option within 60 days before the end of the Term, Site Host will be deemed to have selected Option 2 (Abandon in place):
 - 24.1 **Continue to operate the EVSE,** in which case PG&E will, at its option, either:
 - 24.1.1 Transfer ownership of the EVSE and EV Supply Infrastructure to the Site Host and provide a quitclaim for the associated easement for a nominal fee, in which case PG&E will have no further obligations with respect to the EVSE or the EV Supply Infrastructure, and electrical service for the EV Service Connection will be provided in accordance with PG&E's standard utility practices and applicable tariffs; or
 - 24.1.2 Continue to operate and support the EV Supply Infrastructure in which case PG&E may charge an annual maintenance fee and the easement will remain in place.
 - 24.1.3 In either case, Site Host shall have no further obligations to PG&E under this Contract except for the indemnity set forth below.
 - 24.2 **Abandon the EVSE and EV Supply Infrastructure in place.** PG&E delivers quitclaim for easement and easement is removed by Site Host. Title to the EVSE and EV Supply Infrastructure will automatically vest in Site Host without further action on the part of PG&E. Subject to Site Host's compliance with the terms of this Agreement, PG&E will at Site Host's request and expense execute a bill of sale and/or quitclaim deed with respect to the EVSE and EV Supply Infrastructure. PG&E has no further obligations with respect to the abandoned Service Connection and EV Supply Infrastructure.
 - 24.3 **Request Removal.** By giving PG&E 180 days' written notice, Site Host may request removal of the EVSE in which case PG&E will remove and dispose of the EVSE PG&E's expense. PG&E will deliver a quitclaim for the easement. PG&E will have no further obligations with respect to the removed EVSE, the Service Connection or the EV Supply Infrastructure.
25. **Indemnity:** Site Host shall be responsible to PG&E for any loss or damage to the EVSE or EV Supply Infrastructure resulting from misuse of those assets by Site Host or its employees, agents, EVSE users, or any third-party within the control of Site Host. Site Host (the "Indemnitor") shall indemnify, hold



harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, statutory or otherwise), which arise from or are in any way connected with: (i) the negligent, willful or intentional acts or omissions of Site Host or its employees or agents; (ii) misuse of the EVSE; (iii) Site Host's breach of the Software License (as defined in Section 3.2) or misuse of any software furnished by third parties in connection with the EVSE; (iv) any unauthorized use, disclosure, exfiltration or loss of data including personal information; or (v) Indemnitor's breach of any of the terms of this Contract. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees. Indemnitor shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Indemnitor shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract.

26. Insurance Requirements: Site Host shall procure, carry and maintain the following insurance coverage:

26.1 General Liability Insurance. The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, property damage and personal injury. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

26.2 Additional Insurance Provisions.

26.2.1 Before commencing performance of work under this Agreement, Site Host shall furnish PG&E with certificates of insurance and endorsements of all required insurance. PG&E may inspect the original policies at any time.

26.2.2 Upon request, Site Host shall furnish PG&E evidence of insurance for Site Host's agents or contractors who perform services for Site Host in connection with the EVSE.

27. Casualty: If all or any portion of the EVSE are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "**Casualty**"), PG&E will determine, in its sole discretion, whether to repair/replace the EVSE or, alternatively, whether to remove the damaged EVSE from the Site at PG&E's expense. If PG&E elects not to repair or replace the affected EVSE, then PG&E shall terminate the Contract by giving 10 days' written notice. PG&E shall have no liability to Site Host with respect to such termination, except for the obligation to remove the EVSE.

28. Limitation of Liability. Except for Site Host's obligations pursuant to Section 25 (Indemnity), a party shall not be liable to the other party for any special, incidental, consequential, punitive or indirect damages or for loss of profit or business interruption damages whatsoever, regardless of the form of action or the theory of recovery (whether in contract, tort (including negligence), strict liability or otherwise) even if advised of the possibility of such damages. IN ADDITION, UNDER NO CIRCUMSTANCES WILL PG&E'S TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EXCEED FIFTY THOUSAND DOLLARS (\$50,000).

29. Dispute Resolution: This Contract, and any and all disputes arising out of or relating to this Contract, shall be governed by and construed under the laws of the State of California, without reference to its conflicts of law provisions. If a dispute arises with respect to this Contract or performance hereunder, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference. In the event that mediation fails to resolve such dispute, the parties retain all rights and defenses with respect to such dispute. Any proceeding related to this Contract or a



party's performance or non-performance hereunder will be instituted and maintained exclusively in the federal or state courts sitting in the City and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of those courts.

30. **No Partnership:** This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Contract render PG&E and Site Host liable as partners, co-venturers or principals.
31. **Enforceability:** If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, all impacted Parties shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.
32. **Integration:** This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.
33. **Survival:** The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.
34. **Notices:** Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.



**Pacific Gas and
Electric Company**

Clean Energy Transportation
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

34.1 Notices to PG&E shall be sent to:

Pacific Gas and Electric Company
Attn: EV Charge Schools and Parks Program Manager
77 Beale St
San Francisco, CA 94105
Email Address: EVSchoolsandParks@pge.com

34.2 Notices to Site Host shall be sent to the applicable address and addressee shown in Part A (Project Description).

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

EAST OAKLAND PRIDE
Company Name (Site Host)


Signature

PRESTON THOMAS
Print Name

**PACIFIC GAS AND ELECTRIC
COMPANY**


Signature

Laura Espinoza
Print Name

CHIEF SYSTEMS AND SERVICES
Title OFFICER

Manager, EV Customer Programs
Title

Date

07/28/25
Date

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	East Oakland Pride Elementary School EV Charger Installation	Site	107
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	PG & E Company	Agency's Contact	Alexandria Sadler				
OUSD Vendor ID #	003241	Title	President				
Street Address	77 Beale Street	City	SF	State	CA	Zip	94105
Telephone	925-557-9129	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes X No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	25078						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	3-24-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2033

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$0
Other Expenses		Requisition Number	

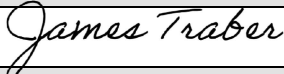

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9000	Fund 21 Measure Y	210-9655-0-9000-8500-6274-107-9180-9006-9999-25078	6274	\$0

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature		Date Approved		
2.	General Counsel, Facilities				
	Signature 		Date Approved	07/29/2025	
3.	Chief Systems & Services Officer				
	Signature  Preston Thomas (Jul 30, 2025 14:06:23 PDT)		Date Approved	Jul 30, 2025	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	23-0286
Introduction Date	4-12-2023
Enactment Number	23-0658
Enactment Date	4-12-2023 er



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Division of Facilities Planning and Management

Board Meeting Date April 12, 2023

Subject Parks and Recreational Contract Agreement – Pacific Gas & Electric Company - East Oakland Pride Elementary School Electrical Vehicle Charger Installation Project – Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of the Agreement between the District and the Pacific Gas & Electric Company (“PG&E”) for the District’s participation in **PG&E’s Electric Vehicle Charge Schools and Parks Program, (“Program”)**, which will provide three electric vehicle chargers to be installed at . Through this Agreement, PG&E will design, construct, own, and maintain some components for the electric vehicle chargers, namely, the Electric Vehicle Service Connection and the Electric Vehicle Supply Infrastructure, at no cost to the District. The District will contract directly with the District’s electric vehicle supply equipment package supplier (ChargePoint) for the equipment and software for the electric vehicle chargers. The District will contract with another entity for the installation and activation of the electric vehicle chargers. As part of the District’s participation in the Program, the District will receive a rebate from PG&E, currently estimated at \$39,315.00, pursuant to the Agreement, to go toward the total cost incurred by the District for participating in the Program. After the electric vehicle chargers become operational, the District will pay PG&E monthly for the electricity supplied to the electric vehicle chargers, which the District currently estimates to be a total of approximately \$98,304.00 (approximately \$1,024/month) over the 8-year term. The contract with PG&E will expire 8 years from the date the electric vehicle chargers become operational, which is expected to be approximately December 31, 2031, pursuant to the Agreement.

Discussion To secure the Site’s participation in the Program, the Deputy Chief of Facilities Planning and Management signed the Agreement with PG&E on March 24, 2022, thus requiring Board ratification of the Agreement with PG&E. (BP 3312; Education Code §17604.)

LBP (Local Business Participation Percentage) 0.00%

Recommendation Ratification by the Board of Education of the Agreement between the District and the Pacific Gas & Electric Company (“PG&E”) for the District’s participation in **PG&E’s Electric Vehicle Charge Schools and Parks Program, (“Program”)**, which will provide three electric vehicle chargers to be installed at East Oakland Pride Elementary School. Through this Agreement, PG&E will design, construct, own, and maintain some components for the electric vehicle chargers, namely, the Electric Vehicle Service Connection and the Electric Vehicle Supply Infrastructure, at no cost to the District. The District will contract directly with the District’s electric vehicle supply equipment package supplier (ChargePoint) for the equipment and software for the electric vehicle chargers. The District will contract with another entity for the installation and activation of the

electric vehicle chargers. As part of the District's participation in the Program, the District will receive a rebate from PG&E, currently estimated at \$39,315.00, pursuant to the Agreement, to go toward the total cost incurred by the District for participating in the Program. After the electric vehicle chargers become operational, the District will pay PG&E monthly for the electricity supplied to the electric vehicle chargers, which the District currently estimates to be a total of approximately \$98,304.00 (approximately \$1,024/month) over the 8-year term. The contract with PG&E will expire 8 years from the date the electric vehicle chargers become operational, which is expected to be approximately December 31, 2031, pursuant to the Agreement.

Fiscal Impact

Fund 21 Building Funds, Measure Y

Attachments

- Contract Justification Form
- Parks and Recreational Contract w/ PG&E
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 23-0286

Department: Facilities Planning and Management

Vendor Name: Pacific Gas & Electric Company

Project Name: East Oakland Pride Elementary School
Electrical Vehicle Charger Installation

Project No.: 23103

Contract Term: Intended Start: 3-24-2022

Intended End: 12-31-2031

Total Cost Over Contract Term: \$98,304.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

The District was selected to participate in PG&E's Electric Vehicle Charge Schools and Parks Program, which will provide for three electric vehicle chargers to be installed at East Oakland Pride Elementary School.

Summarize the services or supplies this contractor or vendor will be providing.

PG&E will assist the District with purchasing the equipment and software for the chargers through the District's package supplier (ChargePoint). PG&E will also design, construct, own, and maintain some components of the electric vehicle chargers, namely, the Electric Vehicle Service Connection and the Electric Vehicle Supply Infrastructure. After the electric vehicle chargers become operational, the District will pay PG&E monthly for the electricity supplied to the electric vehicle chargers.

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

PG&E will be providing some infrastructure components for the electric vehicle chargers at no cost to the District and will provide the District with a rebate in the estimated amount of \$39,315.00 to go towards the total cost the District incurs to participate in the program. After the chargers become operation, the District will pay PG&E monthly for the electricity used by the chargers. The District currently estimates that the total cost for electricity for the chargers over the 8-year term will be approximately \$98,304.00 (approximately \$1,024/month). This price is reasonable because PG&E will charge \$1.24/kW, which is the standard amount for a low use workplace for electricity for electric chargers.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: Purchase Agreement

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- PG&E will assist in design and construction of electric vehicle chargers at East Oakland Pride Elementary.

Hannah Press
955 High Street
Oakland, CA 94601

February 22, 2022

PG&E EV Charge Schools and Parks Program Contract

Dear Hannah,

We are pleased to share that the site(s) listed below have been selected to join PG&E's EV Charge Schools and Parks program, pending satisfaction of the site-specific contingencies described in this letter. When we receive your countersigned copy of this letter, we will move these sites into the Design phase and begin the engineering, design, and construction.

The following items are included in this Contract package:

- Part A: Project Description
- Part B: Terms and Conditions
- Attachment 1: Preliminary site designs
- Attachment 2: Sample easement (final version to be completed and signed once the project design is finalized)

You have selected ChargePoint as your EVSE supplier. Your contacts at ChargePoint should remain your key points of contact related to any questions about the application process, charger procurement, installation, commissioning, activation, and ongoing operations and maintenance.

Please review all of the documents in this package carefully and let me know if you have any questions. The Project Description and the Terms and Conditions will, when signed on behalf of the Site Host, constitute a legally binding contract between the Site Host and PG&E.

After we receive your signed copy, we will introduce you to your PG&E Project Manager, who will lead you through the design and construction of the project.

Thank you for your participation in this exciting program! You are taking an important step to support California's ambitious climate and air quality goals, and we appreciate that you've elected to work with PG&E to install charging stations at your site.

Sincerely,

Yen Tran
Customer Onboard Specialist – EV Charge Schools and Parks
Yen.Tran@pge.com

Part A: Project Description

Program	EV Charge Schools and Parks Program as described in California Public Utilities Commission, or "CPUC", Decision Number 19-11-017 issued November 13, 2019, and as administered by PG&E
Site Host Name and Contact Information	Hannah Press 955 High Street Oakland, CA 94601 hannah.press@ousd.org (510) 409-2784
Site Address(es) and EVSE Package(s)	8000 Birch Street Oakland, CA 94621 3 ChargePoint CT 4000 (Dual Port)
Is Site Host the owner or lessee of the Site?	Owner
EVSE Package Supplier	ChargePoint
EVSE Owner (billing customer of record for EVSE energy charges)	Hannah Press 955 High Street Oakland, CA 94601 hannah.press@ousd.org (510) 409-2784
Type of Use	Publicly available and/or private use
Term	8 years from the date the EVSE becomes operational
Contingencies	As described below
Rebate (estimate only, if applicable)	\$39,315.00 Refer to Section 3 of the Terms and Conditions.

Capitalized terms are defined in Part B: Terms and Conditions.

Project Overview: Site Host has selected the charge package(s) described above for deployment at the above Sites. PG&E will design, construct, own and maintain an EV Service Connection and related EV Supply Infrastructure at those Sites. Site Host will contract directly with the EVSE Package Supplier to supply, install and provide operations and maintenance services for the EVSE Package(s).

Contingencies: Selection of sites for inclusion in the Program involves careful consideration of the project costs and total scope of work, including site conditions. A final decision to proceed with construction is dependent on satisfaction of the following contingencies. PG&E may remove a Site from the Program if any of these contingencies is not satisfied. If PG&E removes a Site then this Contract will be deemed terminated with respect to that Site but will continue in force for other Sites (if any) described in the Project Description.

- **Easements.** All required easements must be obtained from applicable landowners and third parties within 60 days of signing this Contract. Refer to section 10 of the Terms and Conditions for details on how easements will be addressed.
- **Make-ready costs.** PG&E reserves the right to remove a Site from the Program at the completion of the design and estimation stage if the estimated cost of EVSE Service Connection and EV Supply Infrastructure for that site, inclusive of easement costs ("**make ready costs**") materially exceeds projected costs.



Timely Commencement of EVSE Service. This project is being subsidized by PG&E and California ratepayers in the expectation that Site Host will complete the installation process and make the EVSE charge service available for use as described in the above Project Description in a timely and reasonable manner. If this is not achieved, then, except in the case of a termination due to failure of a contingency, PG&E reserves the right to recover the fees and costs incurred by PG&E and its contractors after the execution of this Contract with respect to the affected Site(s) including, but not limited to, design cost, site walk costs, site preparation and construction costs. Rebates, if applicable, will not be paid until after the EVSE service has commenced.

Site Host Acceptance. Site Host confirms its participation in the Program and agrees to be bound by this Contract, including Part B: Terms and Conditions. By signing this Contract, Site Host is committing to deploy the number of charging ports and charger locations specified above and in the attached preliminary design, subject to the contingencies noted herein. If Site Host is also the EVSE Owner, then Site Host is responsible for both Site Host and EVSE Owner's obligations under the Contract.

If Site Host will not be the EVSE Owner, then both Site Host and the EVSE Owner must sign this Contract.

EVSE Owner Acceptance. By signing this Contract EVSE Owner confirms its participation in the Program and agrees to be bound by this Contract, including Part B: Terms and Conditions. By signing this Contract, EVSE Owner is committing to deploy the number of charging ports and charger locations specified above and in the attached preliminary design, subject to the contingencies noted herein.

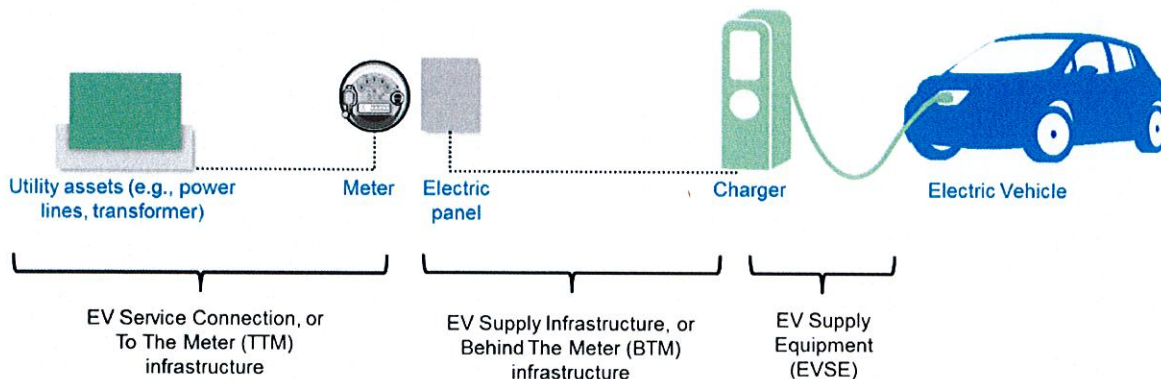


Part B: Terms and Conditions

1. Program Definitions

- 1.1 Disadvantaged Community (DAC) – Census tracts in PG&E's electric service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0, or current version.
- 1.2 EV Service Connection – Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system. Also referred to as "To the Meter" (TTM) infrastructure.
- 1.3 EV Supply Infrastructure – Infrastructure from the meter (but not including the meter) to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space, as well as any equipment mounting infrastructure (e.g., concrete pad, Unistrut, etc.). Also referred to as "Behind the Meter" (BTM) infrastructure.

High level EV infrastructure configuration and terminology



- 1.4 EVSE – Electric vehicle supply equipment used for charging EVs. This includes all components of the power dispenser(s) and power cabinet(s) including conductors (ungrounded, grounded, and equipment grounding conductors), the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.
- 1.5 EVSE Package – EVSE hardware, software, and network services furnished by the EVSP.
- 1.6 EVSE Operations and Maintenance (O&M) – Services required to operate and maintain the EVSE including but not limited to network connectivity and related services, remote monitoring and management services, replacement of parts and associated services necessary to keep the EVSE operational. EVSE O&M does not include maintenance and repair of the EV Service Connection and the EV Supply Infrastructure.
- 1.7 EVSE Owner – The entity that is responsible for paying the up front and ongoing costs associated with keeping the EVSE Package operational. The EVSE Owner is also the customer of record for PG&E for purposes of the EVSE and will be responsible for paying all electric bills associated with the EVSE's operation under the selected PG&E Rate Plan. In general, the EVSE will be owned



and maintained by the Site Host. In situations in which a Site Host does not own the EVSE(s), the EVSE Owner assumes the responsibilities of the Site Host under this Contract pertaining to operations, maintenance and data collection.

- 1.8 EVSP – Electric vehicle service provider is an entity that provides EVSE hardware and software to enable electric vehicle charging. Regardless of whether an EVSP is a party to this contract they are expected to have separate contractual relationships with the Site Host and/or EVSE Owner that are complementary to those stated within this Contract.
 - 1.9 PG&E – Pacific Gas and Electric Company.
 - 1.10 Site(s) – the sites identified for the deployment of EVSE in Part A (Project Description).
 - 1.11 Rate Plan – A retail energy rate plan offered by PG&E. EVSE Owner will be the PG&E customer of record and will be responsible for paying the PG&E bill associated with the EVSE. The EVSE Owner may enroll in any applicable PG&E rate plan based on their service use. Detail on PG&E rates and eligibility criteria can be found at https://www.pge.com/en_US/small-medium-business/energy-alternatives/clean-vehicles/ev-charge-network/electric-vehicle-rate-plans.page#:~:text=Business%20Low%20Use%20EV%20Rate,workplaces%20and%20multi%2Dunit%20dwellings.
 - 1.12 Site Host – The Site Host owns or leases the Premises where the EVSE Packages are installed.
2. **Acknowledgement and Term:** All parties hereto agree to abide by the terms and conditions of this Contract for participation in the Program, including all requirements expressly incorporated by reference. The duration of this Contract (the “Term”) will commence on the date in which EVSE becomes operational and will continue in effect for the Term stated in Part A (Project Description) (unless otherwise earlier terminated pursuant to the terms herein). The EVSE will be deemed to be operational when both the EVSE commissioning is complete and the final inspection by the Authority Having Jurisdiction has been passed (as shown by the date of the final inspection certificate).
3. **Rebate Conditions.**
 - 3.1 If a Site Host elects to own the EVSE and is eligible for a rebate, it will receive a one-time rebate equal to the cost of the charger, warranty, and ongoing network fees and maintenance costs for a term of eight years. The Site Host is responsible for supplying PG&E with all required rebate documentation.
 - 3.2 In order to receive the Rebate for a charger, EVSE Owner must furnish a completion package to PG&E within thirty (30) days after the EVSE becomes operational. PG&E’s Program Manager will provide details of the required documentation. The required documentation is subject to change in PG&E’s discretion. In general terms, the completion package will include: (1) proof of purchase or relevant documentation showing purchase of the designated number of qualified EVSE and the associated cost (with itemized cost/product breakdowns as designated by PG&E); (2) a copy of the network service agreement between Site Host and the EVSE network services provider; (3) a copy of the EVSE commissioning report; and (4) Site Host’s W9 form with tax ID information. The Rebate will be paid in a single lump sum after PG&E receives the required documentation. Except for payment of the Rebate, PG&E has no obligations with respect to EVSE Operations and Maintenance.
 - 3.3 To comply with regulatory reporting requirements, every six months during the Term EVSE Owner must furnish to PG&E copies of the invoices and receipts for ongoing maintenance, service fees and networking costs incurred by EVSE Owner for the EVSE. EVSE Owner acknowledges that these invoices and receipts are subject to inspection by the CPUC.
4. **Selection of Electric Vehicle Service Equipment Package:** EVSE Owner may choose any EVSP from the list of qualified EVSPs, and any EVSE Package offered by that EVSP. It is the responsibility of

the EVSE Owner to ensure that the selected EVSE Package is included in PG&E's current list of Program qualified products. EVSE Owner acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host and EVSE Owner agree that PG&E has no liability whatsoever concerning the quality and safety of the EVSE Package. EVSE Owner shall install, operate and maintain the number and type of EVSE Packages described in Part A (Project Description). In all cases, PG&E's responsibility is limited to the EV Service Connection and the EV Supply Infrastructure. The cost of establishing the EV Service Connection and EV Supply Infrastructure will be borne by PG&E, except as stated in Part A (Project Description).

5. **Additional Services from EVSP:** The EVSP may offer and contract directly with the Site Host and/or EVSE Owner to provide additional or complementary services that are not described in Part A (Project Description), as long as these services do not materially interfere with the objectives of the Program. The costs of additional EVSP services (including any additional work required for the EV Service Connection or EV Service Infrastructure), and any cost related to O&M of any additional EVSP services, will not be borne by PG&E pursuant to this Contract.
6. **Installation Process:**
 - 6.1 PG&E and/or its contractors shall, at PG&E's sole cost and expense (except as stated in Part A (Project Description), if applicable), design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements.
 - 6.2 Site Host is responsible for (i) providing or obtaining required easements (refer to section 10 below), and (ii) providing all disclosures regarding known conditions, including but not limited to hazardous or contaminated materials, located at the Site.
 - 6.3 Arrangements for removal of any hazardous or contaminated materials, and any other environmental remediation, will be Site Host's responsibility. If PG&E is to assume any responsibility for remediation of any of these conditions this must be expressly stated in Part A (Project Description) and will be limited to the responsibilities described therein.
 - 6.4 EVSE Owner will be PG&E's single point of contact for the EVSE installation project and is responsible for coordinating all communications among EVSE Owner, Site Host and relevant third parties with respect to the installation process, for securing required approvals with respect to preliminary and final designs.
 - 6.5 A preliminary layout of proposed facilities will be provided by PG&E to EVSE Owner for Site Host and EVSE Owner review and approval; such approval will not unreasonably be withheld. After Site Host and EVSE Owner approval of the preliminary design, PG&E will coordinate with the EVSE Owner if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E to EVSE Owner prior to any installation activities. PG&E, Site Host, and EVSE Owner will approve final design prior to construction beginning. Once design is approved no material changes will be made without approval from PG&E, Site Host, and EVSE Owner.
 - 6.6 PG&E will provide an estimated installation schedule for the EV Supply Infrastructure after execution of any required easements and the approved building permit. Should the schedule require modification, PG&E shall notify EVSE Owner within a reasonable time of such changes. PG&E does not guaranty that the EVSE Supply Infrastructure will be completed within the time frame shown in the installation schedule.
 - 6.7 The EVSE Owner and/or its contractors shall install the EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. The EVSE Owner is responsible for all costs of the EVSE Package and its installation. PG&E will



assess whether the installation complies with quality and safety standards before confirming project completion and delivering any applicable Rebates.

- 6.8 Upon completion of installation of the EVSE, the EVSE Owner understands and acknowledges that EVSE Owner will be responsible for EVSE Operations and Maintenance.
7. **EV Drivers Right to Access:** Access to or use of the EVSE shall not be restricted for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law.
8. **Duty to Notify:** Site Host warrants that it is the occupier of the Premises as an owner or tenant and has legal control of the Premises. Site Host has a duty to promptly notify PG&E when Site Host becomes aware of any unsafe, inoperable or damaged EV Service Connection or EV Supply Infrastructure equipment. In addition, Site Host and EVSE Owner shall promptly report all claims and/or incidents associated with the EV Service Connection or the EV Supply Infrastructure to PG&E or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host and/or EVSE Owner or any third party.
9. **Accessibility Requirements:** The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. PG&E is responsible for the costs of complying with these standards as they relate to the installation of EVSE Service Connection and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.
10. **Easement Requirement:** An easement may be required to install and maintain the EV Service Connection and EV Supply Infrastructure. PG&E will use existing easements when practicable to minimize encumbrances on the Site(s). If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required. PG&E will provide the easement documentation to Site Host for execution by the landowner and/or other relevant third parties such as secured lenders. If the duly executed easement with applicable consents is not provided to PG&E's satisfaction (based on standard utility requirements) within 60 days after PG&E provides the documentation to Site Host, PG&E may remove the affected Premises from the Program. If the EV Service Connection must cross property owned by a third party to serve Site Host, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained. PG&E will pay for the cost of third party easements and the estimated cost will be included in the make-ready cost of EVSE Service Connection and EV Supply Infrastructure for that site. Upon termination of the Contract, PG&E shall, within thirty (30) days written demand therefor, execute and deliver to Site Host (or the relevant third party) a quitclaim of any easement granted pursuant to this Contract.
11. **Access to Site Host's Premises:** PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Supply Infrastructure and EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. Except in emergencies, PG&E shall use best efforts to provide Site Host/EVSE Owner with advance notice of work that is likely to affect access to or use of the Site, consistent with PG&E's standard utility practices. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may, consistent with PG&E's standard utility practices, deenergize the EV Supply Infrastructure or EV Service Connection until access is granted.
12. **EVSE Operation and Maintenance:** The EVSE Owner is required to operate and maintain the EVSE for the Term of this Contract. EVSE Owner will pay all O&M costs associated with the EVSE. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good and safe condition.

Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services.

13. **Billing:** EVSE Owner will be the PG&E customer of record for the EVSE and will be served an applicable rate. As the customer of record, EVSE Owner will be responsible for paying the PG&E bill associated with the EVSE.
14. **Changing Rate Plan:** EVSE owner may change Rate Plan during the Term, but must remain on a retail PG&E rate for the duration of the Term. If EVSE owner switches to a non-retail PG&E rate (e.g., a wholesale tariff) during the Term, Site Host shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.
15. **Low Carbon Fuel Standard (LCFS) Credits:** PG&E agrees the EVSE owner will be entitled to all LCFS credits and associated financial benefits arising from use of the EVSE.
16. **Reliability:** PG&E does not guarantee uninterrupted service. At its own expense, EVSE Owner may pursue options to ensure that any impact to operations from potential loss of power is sufficiently mitigated.
17. **Changes to EVSE.**
 - 17.1 **Replacement:** Site Host may replace EVSE during the Term. Site Host must notify PG&E ahead of replacement to ensure the EV Service Infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for the Program. If adequate infrastructure does not exist, Site Host must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Site Host's expense and its liability.
 - 17.2 **Relocations:** Should Site Host or EVSE Owner request relocation of EVSE or parts thereof at any point in time, such relocation shall be per mutually agreeable terms and shall be at sole expense of the party making the request and in accordance with any Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by PG&E, Site Host shall either amend the Easement to include the legal description of the new location or enter into a new Easement with PG&E.
 - 17.3 **Expansion:** Site Host must coordinate with PG&E prior to expansion of chargers or charger capacity. Any additional installations or related work will be at Site Host's expense and liability.
18. **Permission to Use Data:** EVSE Owner and Site Host agree to allow PG&E, its agents and representatives to access and use data relating to the use of the EVSE (including usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) ("Usage Data") for PG&E's internal use, for the enhancement of the Program and similar programs and for regulatory reporting purposes, and all such use shall be in accordance with applicable laws and regulations. If Site Host or the EVSE Owner does not control access to Usage Data, EVSE Owner will direct the person who controls such access to make Usage Data available to PG&E in a file format reasonably acceptable to PG&E and consistent with regulatory reporting requirements. All data shall be anonymized to remove any personal information before it is provided to PG&E.
19. **Representations:** Site Host and EVSE Owner understand that participation in the Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, EVSE Owner, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner of the Premises and has the right to grant the easement and other rights of access referred to in this Contract, or (ii) it is the lessee of the Premises and, subject to obtaining an easement from the landlord as described in this Contract, has the power, authority and capacity to bind itself to this

Contract and to perform each and every obligation required of Site Host and the EVSE Owner (if applicable).

20. **Regulatory Changes:** PG&E may initiate changes to the Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host and EVSE Owner with advance notice of any such changes.
21. **Compliance with Laws:** All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the Program and/or a party's interactions with customers in connection with the Program, including operation of the EVSE.
22. **PG&E Termination or Suspension:** PG&E may terminate, or for any duration suspend, Site Host's or EVSE Owner's participation in the Program, or operation of EVSE to comply with regulatory mandates or for cause including but not limited to: failure to provide or maintain terms of easement, breach of this Contract, failure to abide by Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other material reason(s) not in the best interests of the Program or PG&E's ratepayers.
23. **Assignment.** If the Site Host or EVSE Owner wishes to assign its rights and obligations of the EVSE Package to a new Site Host or EVSE Owner prior to the end of the Term, the new Site Host or EVSE Owner may assume all rights and obligations for the remaining term with PG&E consent.
24. **Early Removal, Termination or Cessation of EVSE Service:** Should Site Host or EVSE Owner request removal of EV Supply Infrastructure or termination of an EV Service Connection before the end of the Term (an "Early Termination"), the Site Host or EVSE Owner who requests removal shall be responsible (and shall reimburse PG&E, as applicable) for the full cost and expense of such removal. In addition, if there is an Early Termination or if the EVSE Owner ceases to make EVSE available for use as required by this Contract before the end of the Term, then the EVSE Owner will pay PG&E the actual costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Site Host or EVSE Owner may, at any time within the Term request from PG&E projected and final costs associated with such a removal request. Upon such Early Termination or cessation of service, the EVSE Owner may elect option 2 (but not option 1) in the "End of Term" paragraph below.
25. **End of Term:** At the end of the Term, the Site Host / EVSE Owner will have the following options;
 - 25.1 **Continue to operate the EVSE,** in which case PG&E will, at its option, either:
 - 25.1.1 Transfer ownership of the EV Supply Infrastructure to the Site Host and provide a quitclaim for the associated easement for a nominal fee, in which case PG&E will have no further obligations with respect to the EV Supply Infrastructure, and electrical service for the EV Service Connection will be provided in accordance with PG&E's standard utility practices and applicable tariffs; or
 - 25.1.2 Continue to operate and support the EV Supply Infrastructure in which case PG&E may charge an annual maintenance fee and the easement will remain in place.
 - 25.1.3 In either case, Site Host/EVSE Owner shall have no further obligations to PG&E under this Contract except for the indemnity set forth below.
 - 25.2 **Abandon the EV Supply Infrastructure in place.** PG&E delivers quitclaim for easement and easement is removed by Site Host. PG&E has no further obligations with respect to the abandoned Service Connection and EV Supply Infrastructure.
26. **Indemnity:** Site Host and EVSE Owner (each an "Indemnitor") shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and

employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Indemnitor; (ii) injury to property or other interests of PG&E, Indemnitor, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Indemnitor's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees. Indemnitor shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Indemnitor shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract.

27. Insurance Requirements: Site Host shall procure, carry and maintain the following insurance coverage:

27.1 General Liability Insurance. The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, property damage and personal injury. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

27.2 Property Insurance - Covering against all risks of physical loss or damage to EVSE with limits equivalent to the replacement cost of the EVSE.

27.3 Additional Insurance Provisions.

27.3.1 In the event that Site Host does not own the EVSE, Site Host shall ensure that EVSE Owner carries comparable insurance to that required of Site Host under this Agreement.

27.3.2 Before commencing performance of work under this Agreement, Site Host and/or EVSE Owner shall furnish PG&E with certificates of insurance and endorsements of all required insurance. PG&E may inspect the original policies at any time.

27.3.3 Upon request, Site Host and/or EVSE Owner shall furnish PG&E evidence of insurance for agents or contractors hired to perform installation or O&M of the EVSE.

28. Casualty: If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which reasonably materially and adversely affects the operation of the EVSE (any, a "**Casualty**"), and if Site Host elects not to repair or replace the affected EVSE, then Site Host and EVSE Owner shall have the right to terminate the Contract by written notice to PG&E in which event the Contract shall terminate on the date that is 10 days after the date of the relevant party's termination notice.

29. Dispute Resolution: This Contract, and any and all disputes arising out of or relating to this Contract, shall be governed by and construed under the laws of the State of California, without reference to its conflicts of law provisions. If a dispute arises with respect to this Contract or performance hereunder, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference. In the event that mediation fails to resolve such dispute, the parties retain all rights and defenses with respect to such dispute. Any proceeding related to this Contract or a party's performance or non-performance hereunder will be instituted and maintained exclusively in the

federal or state courts sitting in the City and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of those courts.

30. **No Partnership:** This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Contract render PG&E and Site Host or EVSE Owner liable as partners, co-venturers or principals.
31. **Enforceability:** If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, all impacted Parties shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.
32. **Integration:** This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.
33. **Survival:** The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.
34. **Notices:** Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

34.1 Notices to PG&E shall be sent to:

Pacific Gas and Electric Company
Attn: EV Charge Schools and Parks Program Manager
77 Beale St
San Francisco, CA 94105
Email Address: EVSchoolsandParks@pge.com

34.2 Notices to Site Host and/or the EVSE Owner shall be sent to the applicable address and addressee shown in Part A (Project Description).

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.



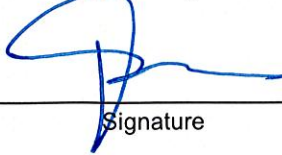
**Pacific Gas and
Electric Company**

Clean Energy Transportation
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

Oakland Unified School District -

East Oakland PRIDE

Company Name (Site Host)



Signature

TAKASHI NAKADEGAWA

Print Name

DEP CHIEF FAC

Title

3/24/2022

Date



Mike Hutchinson, President,
Board of Education
4/13/2023

Oakland Unified School District -

East Oakland PRIDE

Company Name (EVSE Owner)



Signature

TAKASHI NAKADEGAWA


Print Name

DEP CHIEF FAC

Title

3/24/2022

Date



Kyla Johnson Trammell
Secretary, Board of Education
4/13/2023

**PACIFIC GAS AND ELECTRIC
COMPANY**



Signature

Meredith Morford

Print Name

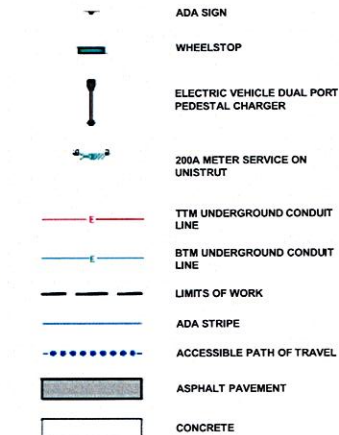
Manager, Project Delivery

Title

3/25/22

Date

PROPOSED SYMBOL LEGEND:



THIS SITE IS LOCATED IN FLOOD HAZARD ZONE X.

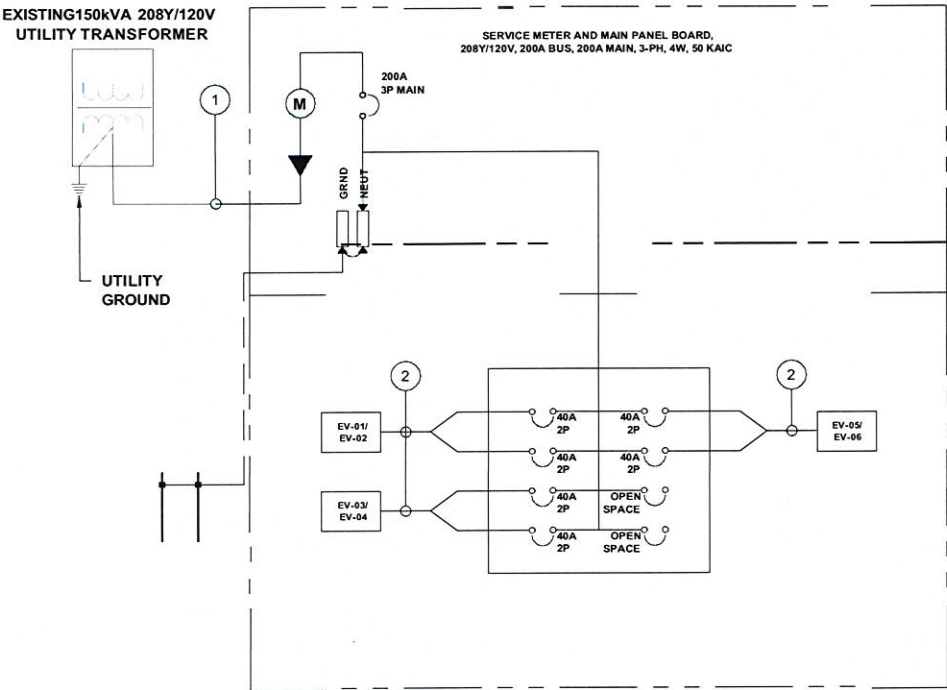
TTM NOTES:
1. THE EXISTING TRANSFORMER HAS CAPACITY FOR THE
ADDITIONAL LOAD.

BTM NOTES:

1. THE SCHOOL CURRENTLY HAS A TRAFFIC CIRCULATION ISSUE AND LIMITED ADA TIE IN POINTS. THIS LIMITS WHICH STALLS CAN BE USED FOR CHARGER PLACEMENT.
2. ONLY ONE DOOR HAS RAMP ACCESS WHICH IS THE ONLY OPTION FOR ADA TIE IN.
3. THE EXISTING TRASH DUMPSTERS WILL NEED TO BE SHIFTED AROUND IN ORDER TO PROVIDE SPACE FOR THE PROPOSED ADA PATH OF TRAVEL STRIPING.
4. EXISTING ADA PATH OF TRAVEL IS ASSUMED AND SHOULD BE CONFIRMED WITH DSA APPROVED PLANS.
5. CHARGER CORD LENGTH IS 18 FEET.

STALL AND STATION COUNT	
IMPACTED EXISTING	QUANTITY
STANDARD STALLS	7
TOTAL	7
PROPOSED EV CHARGING	QUANTITY
VAN ACCESSIBLE STALLS	1
STANDARD ACCESSIBLE STALLS	1
STANDARD STALLS	4
TOTAL	6
EV CHARGING STATIONS	QUANTITY
LEVEL 2 (7.2 KW NOMINAL / 6.2 KW ACTUAL) DUAL PORT - PEDESTAL MOUNT	3
TOTAL	3
ANTICIPATED LOAD	TOTAL KW
CHARGEPOINT CT 4000 @ 6.2 KW	18.6

PRELIMINARY DESIGN
SCALE: 1" = 50'



NOTES:

1. CONTRACTOR TO FIELD VERIFY MAIN FEED BREAKER SUPPORTING DISTRIBUTION PANEL IS APPROPRIATELY SIZED TO SUPPORT THE LOAD. CONTRACTOR SHALL CONTACT THE ENGINEERING TEAM IMMEDIATELY IF BREAKER IS FOUND TO BE INSUFFICIENT.
2. CONDUCTOR LENGTHS ARE ESTIMATES ONLY. LENGTHS ARE BASED ON DIAGRAMMATICAL MEASUREMENTS AND APPROXIMATED BURIED DEPTHS. THE EXACT ROUTING PATH, CONDUCTOR RUN LENGTHS AND INSTALLATION SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD BASED ON EXISTING SITE CONDITIONS AND PHYSICAL MEASUREMENTS. CONTRACTOR TO ORDER CONDUCTOR BASED ON FIELD MEASUREMENTS.
3. CHARGING UNITS ARE EQUIPPED WITH AN INTEGRATED CONTACTOR TO PREVENT BACK FEEDING OF POWER TO THE SOURCE.
4. LOAD LIMITING FUNCTION OF CHARGERS SHALL BE CONFIGURED AS NEEDED SUCH THAT THE TOTAL LOAD OF ALL CHARGERS DOES NOT EXCEED PANEL RATINGS OR UTILITY TRANSFORMER CAPACITY.
5. ALL PVC TO BE SCHEDULE 40 UNLESS OTHERWISE INDICATED.

CIRCUIT NOTES

NO	FROM	TO	CONFIGURATION
1	UTILITY TRANSFORMER	SERVICE METER AND MAIN PANEL BOARD	SEE PG&E UTILITY DRAWINGS
2	SERVICE METER AND MAIN PANEL BOARD	LEVEL 2 EV CHARGER (DUAL PORT)	1" BELOW GRADE PVC WITH (4) #8 AWG CU THWN-2 AND (1) #8 AWG CU THWN-2 GROUND CONDUCTOR

AC RUN MAXIMUM LENGTHS IS 135' INCLUDING BURIED DEPTH. ANY AC RUN LENGTHS BEYOND THIS MAXIMUM SHALL BE ADDRESSED WITH THE APPROPRIATE ENGINEERING TEAMS AS SOON AS THE SITUATION ARISES.

MAXIMUM AC VOLTAGE DROP (%)	1.3%
AVERAGE AC VOLTAGE DROP (%)	0.9%



CONSULTANT
Blair, Church & Flynn
Electrical Engineering
10-28-2021
10-28-2021
10-28-2021

DRAWN BY: DEREK CARTER
CHECKED BY: DARIO ROMERO
DATE: 10-28-2021
SCALE AS NOTED

SHEET NO. 2
OF 2 SHE

EXHIBIT 3

EXHIBIT “3”

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/~~Unine~~ Oakland

Recording Fee \$ _____

Document Transfer Tax \$ 0.00

☒ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Ryan Ferris

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2302-03-10092

EASEMENT QUITCLAIM DEED

31600716_SCHOOL003447406_OAKLAND_USD_OAKLAND

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**"), hereby quitclaims to OAKLAND UNIFIED SCHOOL DISTRICT, a public school district, all rights, title, and interest in and to the easement, situated in the City of Oakland, County of Alameda, State of California, described as follows (the "**Easement**"):

(APN 40-3370-1-4 & 40-3371-1-2)

The unrecorded easement and rights from Oakland Unified School District to Pacific Gas and Electric Company, dated June 21, 2023, a copy of which is attached as Exhibit "A" hereto and made a part hereof and more particularly shown on Exhibit "B" attached hereto and recorded for reference purposes only.

The Easement hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated February 11, 2025.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By



Jacob Andresen

Supervisor, Land Surveying

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On 2-11-25, before me, David E. Castillo-Flores Notary Public,
Insert name
personally appeared Jacob Christian IV Andresen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

David Castillo

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

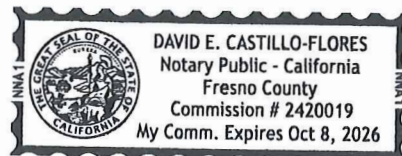


EXHIBIT "A"

EVCN Charging Network Easement (Rev.10/17)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/~~Uninc~~ Oakland

Recording Fee \$ _____

Document Transfer Tax \$ 0.00

- ☒ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911)
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Ryan Ferris

Signature of declarant or agent determining tax

LD# 2302-03-10056

EASEMENT DEED

PM#, 0070 - ZIS 8000 BIRCH ST OAKLAND

OAKLAND UNIFIED SCHOOL DISTRICT, who acquired title as Oakland School District of Alameda County, a public school district,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Oakland, County of Alameda, State of California, described as follows:

(APN 40-3370-1-4 & APN 40-3371-1-2)

The parcel of land described in the deed from Francisco Costa and Carolina Costa to Grantor dated August 17, 1920 and recorded in Book 2952 of Official Records at page 352, Alameda County Records.

The parcel of land described in the deed from S. D. Wilcox to Grantor dated August 5, 1920 and recorded in Book 2944 of Official Records at page 303, Alameda County Records.

The parcel of land described in the deed from Robert D. Elliot and Mary B. Elliot to Grantor dated September 12, 1965 and recorded in Book 1613 of Official Records at page 781, Alameda County Records.

The parcel of land described in the deed from Robert Elliot and Elizabeth K. Elliot to Grantor dated August 9, 1920 and recorded in Book 2981 of Official Records at page 45, Alameda County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electric vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing Number 31600716 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

In the event upon termination of the electric vehicle charging station contract as set forth in said terms and conditions, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Grantor's expense.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

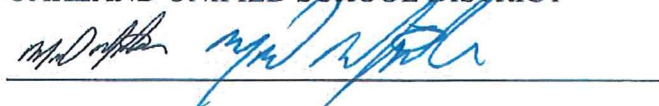
The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

In exercising its easement rights hereunder, Grantee shall not unreasonably interfere with, disrupt, or materially adversely affect Grantor's business operations or access rights at the property owned by Grantor.

Dated: June 21, 2023.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 21, 2023

OAKLAND UNIFIED SCHOOL DISTRICT



Mike Hutchinson

President, Board of Education



Kyla Johnson-Trammell

Superintendent and Secretary, Board of Education

I hereby certify that a resolution was adopted on the 21st day of June, 2023, by the

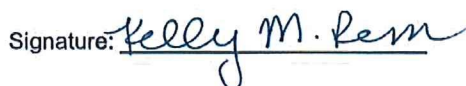
authorizing the foregoing grant of easement.

By _____

Approved as to form by OUSD Facilities Legal Counsel:

Name: Kelly M. Rem

Signature:



Date: 6-6-23

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

On August 29, 2025, before me, Myra Segovia Notary Public,
personally appeared Kyla Renee Johnson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

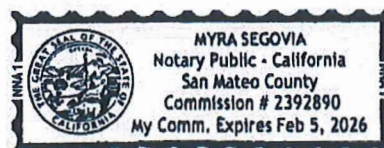
WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
☐ Corporate Officer(s) of the above named corporation(s)
☐ Trustee(s) of the above named Trust(s)
☐ Partner(s) of the above named Partnership(s)
☐ Attorney(s)-in-Fact of the above named Principal(s)
☒ Other _____



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

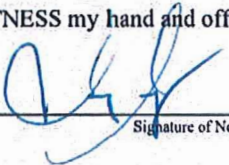
State of California
County of Alameda)

On August 29, 2023, before me, Myra Segovia Notary Public,
personally appeared Michael George Hutchinson
Insert name

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Signature of Notary Public

(Seal)

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☐ Attorney(s)-in-Fact of the above named Principal(s)
☒ Other _____



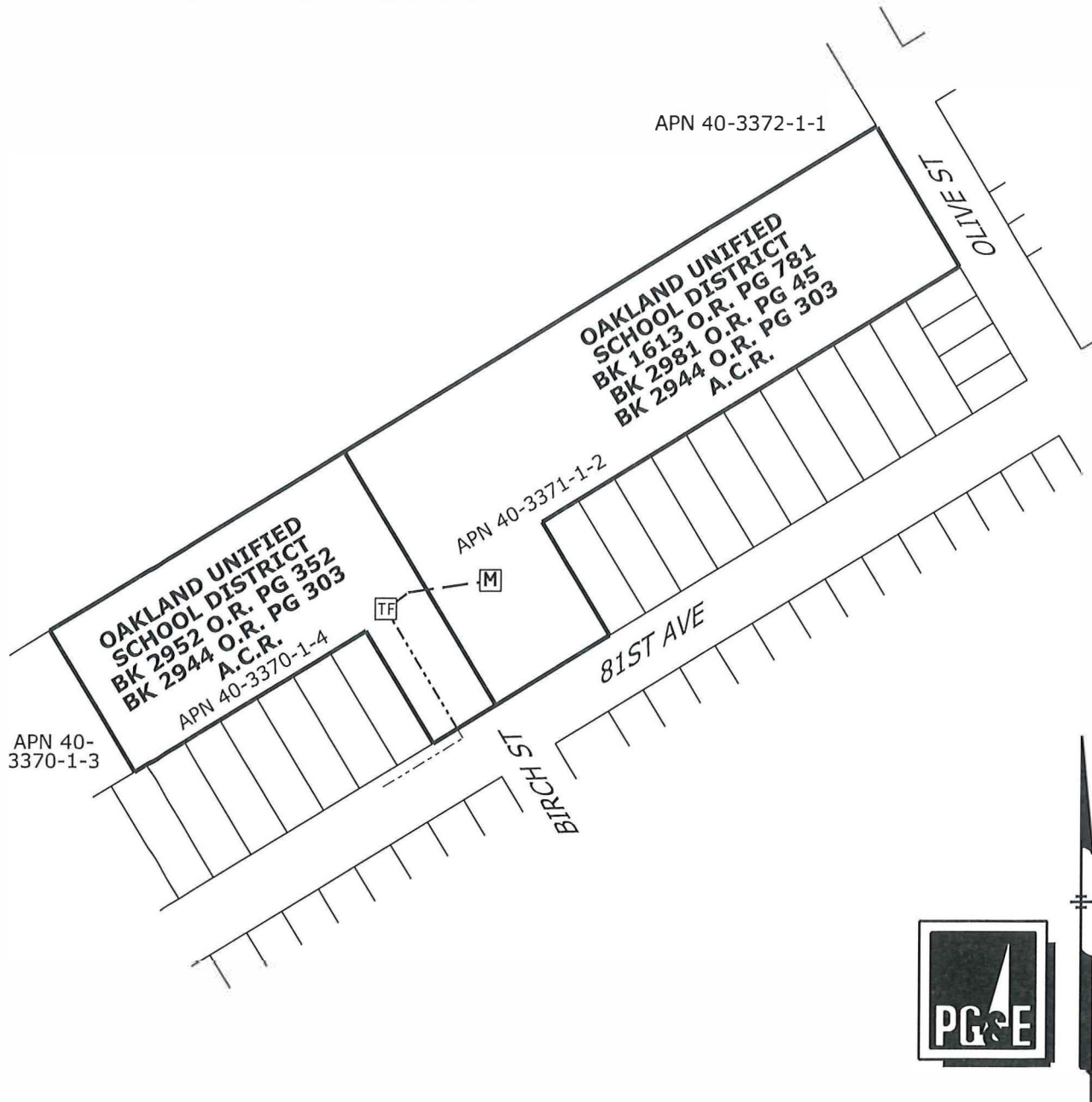
EXHIBIT "B"

L.D. No. 2302-03-10056

LEGEND

-----	ELECTRIC FACILITIES
-----	SUBJECT PARCEL
[M]	ELECTRIC METER
[TF]	ELECTRIC TRANSFORMER
---	CENTERLINE OF ALIGNMENT OF FACILITIES
A.C.R.	ALAMEDA COUNTY RECORDS

REAL PROPERTY SITUATED
IN THE S.E./4 OF N.E./4
OF SECTION 15
RANCHO SAN ANTONIO (Y. PERALTA)



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

APPLICANT: OAKLAND UNIFIED SCHOOL DISTRICT
8000 BIRCH ST, OAKLAND CA 94621

SCALE:
N/A

DATE:
07/14/22

SECTION:
(15)

TOWNSHIP:
(02S)

RANGE:
(03W)

MERIDIAN:
MDBM

COUNTY OF: ALAMEDA

CITY OF: OAKLAND

F.B.: N/A

DR.BY: LC

CH.BY: PRFB

PLAT MAP: H0703 (E)

PG&E L.D. REFERENCES: N/A

EAST BAY DIVISION

31600716
AUTHORIZ.

31600716
DRAWING No.

Attach to LD: 2302-03-10092
Area, Region or Location: 2; East Bay Division
Land Service Office: Fresno
Line of Business: Electric Charging Station (95), Electric Distribution (43)
Business Doc Type: Conveyances Out
MTRSQ: 23.02.03.15.13, 23.02.03.15.12
FERC License Number: N/A
PG&E Drawing Number: 31600716
Plat No.: (E) H0703 & AO124-D11
LD of Affected Documents: 2303-03-10056
LD of Cross-Referenced Documents: N/A
Type of interest: Conveyances Out (11), Quitclaims from PGE (11Q)
SBE Parcel: N/A
% Being Quitclaimed: 100
Order or PM: 31600716
JCN: N/A
County: Alameda
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: PRFB
Checked By: JUHT



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	East Oakland Pride Elementary School EV Charger Installation	Site	107
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	PG & E Company	Agency's Contact	Meredith Morford		
OUSD Vendor ID #		Title	President		
Street Address	77 Beale Street	City	SF	State	CA Zip 95008
Telephone		Policy Expires			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	23103				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	3-24-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2031
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 98,304.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9924	Fund 21 Measure Y	210-9655-0-9924-8500-6274-107-9180-9005-9999-23103	6274	\$ 98,304.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	3/6/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i> Lozano Smith, approved as to form (limited)	Date Approved	3/3/23		
3.	Deputy Chief, Facilities Planning and Management				
	Signature <i>[Signature]</i> for T.N.	Date Approved	3/6/23		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			