



Evergreen Options Grant Agreement

Issue Date:

Grant Recipient's Legal Name:

Taxpayer ID No.

Mailing Address:

Facility / Installation Address:

Contact Name:

Renewable Energy Project:

This *Evergreen Options* Grant Agreement ("Agreement") is made and entered into between Tacoma Power and the Grant Recipient ("Recipient") identified above (collectively, the "Parties").

BACKGROUND

Tacoma Power has established a Renewable Energy Grant Program ("Program") for renewable energy projects installed at non-residential building sites in order to promote its *Evergreen Options* program. Recipient intends to install the renewable energy equipment ("Equipment") identified in Section 1 PROJECT SUMMARY at the facility identified above (the "Facility") to qualify for payment of the Renewable Energy Grant ("Grant") approved by Tacoma Power in accordance with Recipient's attached Grant Application incorporated into this Agreement as "Exhibit A".

On behalf of participating *Evergreen Options* customers, Tacoma Power is providing up to \$50,000 to *Insert grant recipient name* to help support the installation of the renewable energy equipment described in **Section I PROJECT SUMMARY**, identified as *insert project name* and located at *insert address here*. Grant funds will be disbursed per **Section IV PROJECT SPONSOR DELIVERABLES D: Award Fund Distribution**. Recipient agrees to meet all program requirements and deadlines contained herein.

I PROJECT SUMMARY

Evergreen Options grant funding for the Renewable Energy Project is based on the project overview in the application (see Exhibit A). Any unapproved material change to the Renewable Energy Project design/plans/scope may result in forfeiture of grant funding or an adjustment to the *Evergreen Options* funding award amount. All modifications to the Renewable Energy Project design/scope including those features listed below must be submitted for approval prior to implementation.

Renewable Energy Type	
System Size	kW
Project location address	
Commercial online date	
Grant Amount*	\$
Total project cost	\$

**The Evergreen Options funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final Evergreen Options funding amount. Grants will not exceed \$50,000.*

II. RENEWABLE ENERGY PROJECT INSTALLATION

A. Installation Requirements

Recipient shall use grant funds awarded under this Agreement solely for installation of the Renewable Energy Project. Recipient shall perform in accordance with the terms and conditions of this Agreement.

- Recipient agrees to install and keep the approved Renewable Energy Project within Tacoma Power’s service area for the life of the project.
- Recipient agrees to use a contractor(s) licensed in Washington State. Recipient and its contractor agree to conform to all county and state building and electrical codes and utility interconnection standards.
- Recipient understands that they are responsible for purchasing and installing any necessary protection equipment or system upgrades required due to impacts from the proposed Renewable Energy Project.
- If the project is interconnected to the Tacoma Power electric grid for purposes of net metering, the recipient shall execute a Net Energy Metering Interconnection Agreement with Tacoma Power upon completion of the project. Recipient understands that the renewable energy project may not go on-line until Tacoma Power installs the net meter. Note: Tacoma Power agrees to offer net metering solely at its discretion and Tacoma Power may withdraw or terminate net metering at some time in the future.
- Recipient shall install only new equipment, as evidenced by documentation (equipment invoice or signed contractor proposal).
- Recipient shall install an inverter monitoring software system that consists of a production history electronic database with a webpage component. Recipient shall further provide Tacoma Power with public access to this inverter data and to the inverter

monitoring webpage. Recipient understands that Tacoma Power may place a link to the monitoring site on its *Evergreen Options* program webpage. Tacoma Power retains the right to use the information collected for educational purposes, performance analysis, or other purposes Tacoma Power deems necessary consistent with Tacoma Power's Customer Privacy Policy.

B. Ownership

- The Evergreen Options program, through Tacoma Power, retains ownership of the environmental attributes (renewable energy certificates (RECs)), of any electrical power generated by the Renewable Energy Project.
- The Recipient shall not make claims, representations, or statements involving the environmental attributes or RECs retained and/or owned by Tacoma Power pursuant to this Agreement.
- Tacoma Power is not and shall not be considered co-owners, joint venture partners or developers of the Renewable Energy Project.

III. USE OF EVERGREEN OPTIONS FUNDS

Recipient shall apply *Evergreen Options* funds **only to capital costs associated with the installation of the project**. Using funds to cover Renewable Energy Project expenses such as fees incurred for project estimates or bids, administrative or project management costs, structural or other site improvements, including landscaping is prohibited. The sum of *Evergreen Options* funds and other outside funding sources cannot exceed the final cost of the Renewable Energy Project.

In the event funds appropriated for the work contemplated under this Agreement are withdrawn, reduced, or limited in any way by Tacoma Power, during the Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of Tacoma Power, and shall meet and renegotiate the Agreement accordingly. Final payment of the *Evergreen Options* grant funds may be adjusted for changes in Renewable Energy Project costs.

IV. PROJECT SPONSOR DELIVERABLES

A. Project Completion Date

Recipient shall complete the project within 24 months of the execution of the Issue Date stated above. Extensions to this timeline may be granted for projects associated with the construction of a new building/structure or upon written request on a case-by-case basis. *Note: Recipient expressly acknowledges that if the project is not completed within 24 months and no extension has been granted, the grant may be rescinded and previously dispersed funding shall be repaid to Tacoma Power.*

In the event that Recipient fails to expend funds in accordance with the provisions of this Agreement, Tacoma Power reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the Agreement. Repayment by Recipient of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that Tacoma Power is required to institute proceedings to enforce this recapture provision, Tacoma Power shall be entitled to its cost thereof, including reasonable attorneys' fees.

B. Financing Contingencies

In the event there is a need for funds to complete the Renewable Energy Project over the grant amount, the recipient shall demonstrate to Tacoma Power's satisfaction **within 365 days** of the award Issue Date via written communication that it has secured the necessary funds to complete the project. If the project has not secured financing for or the needed funds during this period, the **project may forfeit its right to the grant funding reserved for the project.**

C. Reporting/Communication Requirements – Project Development/Construction

The following are the Recipient's reporting and communication requirements associated with the award for the Renewable Energy Project.

- Recipient shall attend a pre-project planning meeting, along with the contractor and project manager, to cover funding award requirements, expectations, and guidance to expedite the documentation and reimbursement process. *Evergreen Options* staff will provide meeting details upon receipt of the signed Agreement.
- Recipient shall provide a quarterly progress report three months from the Issue Date, and quarterly thereafter until the Renewable Energy Project is completed and interconnected to the Tacoma Power grid or the Project Completion date is reached. Email reports to evergreen@cityoftacoma.org.
- Recipient shall submit written notification of changes from the original agreed upon project plans communicated in the Project Summary section above, via project application or during the interview process. The original level of funding awarded may be re-evaluated against the new project scope.
- Recipient shall keep the *Evergreen Options* representative apprised of opportunities to participate in celebrations and news/press announcements in the quarterly reports.

D. Award fund distribution

Distribution of funds will be in two payments, based on the following milestones.

Milestone #1: Upon execution of this Agreement, Tacoma Power will release **30 percent** of the total grant funds award.

Milestone #2: Release of the remaining grant funds will come upon successful project completion and satisfactory verification of completion of the steps below:

- Final report (see E. Final Reporting Requirement – Upon Completion of Project)
- City/county electrical inspection is performed
- Tacoma Power has approved the Net Energy Metering Interconnection Agreement
- Tacoma Power has inspected and approved installation for operation (utility installed net meter is operational and system is grid connected).

E. Final Reporting Requirement – Upon Completion of Project

- Recipient shall submit within 60 days of project completion a final report using the Tacoma Power *Evergreen Options* final report form and send it to evergreen@cityoftacoma.org.
- The **final report** includes:
 - ✓ Itemized financial report showing allocation of *Evergreen Options* funding including the percent of the total project cost covered by *Evergreen Options* funding award.
 - ✓ Copies of detailed, itemized invoices documenting total and eligible system costs – i.e. labor, permits, renewable energy generation equipment. *Costs incurred for re-roofing, roofing repairs, financing fees, or administration are not eligible.*
 - ✓ Photos of the project and project area.
 - ✓ A web link to the installed and operating inverter data monitoring equipment consisting of an electronic production history database and a public (not requiring login) web page displaying current and historical production data.

Tacoma Power will release remaining grant funds within ninety-days (90) of receipt of **Final Report** and all required documentation. Tacoma Power will not be responsible for lost documentation related to these award requirements.

V. Customer Education/Outreach – Communications Support

A. A project’s visibility and potential educational value are important considerations when determining what projects receive *Evergreen Options* funding. These projects provide an educational opportunity for communities – raising awareness and understanding regarding renewable energy technologies and the *Evergreen Options* program. As a result, we expect grant recipients to commit to the following:

B. *Evergreen Options* Recognition statement: Grant recipient shall include the following statement on all signage and public announcements concerning the project including all materials and communications produced as part of the *Evergreen Options*-funded project, both print and digital:

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- "This project was made possible with funding support from Evergreen Options, a Tacoma Power program funded by utility customers who support new renewable energy in the Pacific Northwest. If you purchase electricity from Tacoma Power, you can support renewable energy by enrolling in Evergreen Options at [MyTPU.org/Evergreen](https://www.mytpu.org/evergreen)"
 - "Tacoma Power's hydroelectric generation portfolio is 97% carbon free. Hydroelectricity is a clean and renewable power source."

In addition, any carbon calculations done for the grant renewable energy project must be based on the Tacoma Power ACS emission factor. Contact your Tacoma Power *Evergreen Options* program manager for the current emissions factor. Email evergreen@cityoftacoma.org with questions about use and modification of this language.

C. Approvals: Recipient shall seek prior approval from their *Evergreen Options* representative for all materials that recognize *Evergreen Options* or use the Tacoma Power logo.

D. Celebrations and publicity: Recipient shall celebrate the project completion through one or all of the following: media event, tour, media advisory, press announcement or stakeholder communications. Provide your *Evergreen Options* representatives with an opportunity to participate in these celebrations.

E. Permanent recognition: Recipient shall place visible, permanent signage that publicly recognizes the contributions of Tacoma Power's *Evergreen Options* customers using the language found above under *Evergreen Options* Recognition Statement. Tacoma Power can provide samples and support the development of additional content and messaging. Tacoma Power reserves the right to remove signage if the Recipient moves from the building where the renewable energy system is located.

F. Project host website: Grant recipient will display the Tacoma Power *Evergreen Options* logo and the online project data-monitoring tool located on the project host's website at the time of project completion. *Note: The website cannot be used for advertising purposes.*

- **Tacoma Power website:** Recipient grants Tacoma Power permission to include photographs and information about the Recipient's renewable project in customer brochures and internet pages for purposes of supporting the *Evergreen Options* renewable energy program.
- **Site tours:** Recipient shall allow Tacoma Power and its customers and guests at least two tours each year, subject to 30-day advance notice by Tacoma Power. Contact your *Evergreen Options* Program Representative for approvals and guidance related to outreach and education.

VI. COMPLIANCE WITH APPLICABLE LAW

Recipient shall comply with, and Tacoma Power is not responsible for, determining compliance with, all applicable federal, state, and local laws, regulations, and policies,

including, but not limited to: State Environmental Policy Act; permitting; land use and zoning regulations; and federal and state safety and health regulations (OSHA/WISHA). Recipient further agrees to indemnify and hold harmless Tacoma Power from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against Tacoma Power, as a result of the failure of Recipient to so comply.

VII. AGREEMENT MODIFICATIONS

The Parties may desire to make changes to this Agreement. Any such changes that are mutually agreed upon by Tacoma Power and Recipient shall be incorporated herein by written amendment. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto prior to implementation of the changes, and that any oral understanding or agreements not incorporated herein shall not be binding.

VIII. TERMINATION / PERFORMANCE

This Agreement shall remain in place for the life of the life of the project (See SECTION X) from the Issue Date. Tacoma Power may terminate this Agreement at any time, with or without cause, by giving ten (10) business days written notice to Recipient. Termination or suspension of this Agreement by Tacoma Power shall not constitute a waiver of any claims or remaining rights Tacoma Power may have against Recipient relative to performance hereunder.

Tacoma Power's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

IX. HOLD HARMLESS AND INSURANCE

- a) Recipient agrees to indemnify and to hold Tacoma Power, its employees, agents, officers, and assigns harmless from any and all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever arising from Recipient's or third parties' installation, use, or operation of the funded Equipment or improvements or the performance of any work under this Agreement by Recipient, its agents or employees, or any other person or entity which has agreed with Recipient to perform any work under this Agreement.

This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that Tacoma Power is not liable for damages or claims from damages arising from any contractor or subcontractor's performance or activities under the terms of the contracts.

b) Title 51 Waiver

Recipient specifically assumes potential liability for actions brought by their own employees against Tacoma Power and, solely for the purpose of this indemnification and defense, Recipient specifically waives any immunity under the state industrial insurance law, Title 51 RCW. RECIPIENT RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

c) Insurance

Recipient and its contractors shall be appropriately insured for all work related to the Renewable Energy Project. Said insurance must be effective as of the date of any work on the Renewable Energy Project and shall be maintained during the term of this Agreement. Said insurance must include general liability insurance coverage and other appropriate liability coverage with adequate policy limits to provide coverage for claims of bodily injury, property damage, and personal injury that may arise from Renewable Energy Project work. The insurance coverage required herein shall be underwritten only by insurance companies licensed to do business in the State of Washington and of adequate financial strength to cover any and all risks of liability associated with the Renewable Energy Project and Renewable Energy Project work for each occurrence and in the aggregate. All such insurance policies are to reflect the status of Tacoma Power as an additional insured thereunder. Recipient shall, upon request, provide Tacoma Power a Certificate of Insurance satisfactory to Tacoma Power evidencing Recipient's or Recipient's contractor's insurance and coverage. Failure by Tacoma Power to demand verification of coverage or compliance by Recipient with these insurance requirements shall not be construed as a waiver of Recipient's obligation to maintain such insurance.

X. MAINTENANCE OF PUBLIC FACILITIES AND USE FEES

The Equipment or facilities constructed or installed under this grant funding must be maintained in a good state of repair and kept operational for at least 20 years from the Issue Date of this Agreement unless other provisions are made with Tacoma Power.

XI. RELATIONSHIP BETWEEN THE PARTIES

Recipient and its employees or agents performing under this Agreement are not deemed to be employees of Tacoma Power nor agents of Tacoma Power in any manner whatsoever, nor will they hold themselves out as nor claim to be officers or employees of Tacoma Power or the City of Tacoma or the Public Utility Board hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of Tacoma Power.

XII. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Pierce County, Washington.

XIII. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

XIV. DISPUTES

The parties shall make every effort to resolve disputes arising out of or relating to this Agreement through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this Agreement, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute.

This dispute resolution clause does not preclude the parties from exercising any other remedies including litigation.

XV. ENTIRE AGREEMENT

This Agreement and all attachments hereto contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement and attachments shall be deemed to exist or to bind any of the parties hereto.

XVI. NON-ASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient.

XVII. OVERALL ACKNOWLEDGEMENT OF TERMS

The Recipient acknowledges that this funding award, as specified in Section II above, is to, among other things, install a renewable energy project in a location that is served by

Tacoma Power (located in Tacoma Power's service area) over the life of the project. Accordingly, the Recipient agrees to refund the award in full should the project location cease to be served by Tacoma Power.

The Recipient has reviewed and understands the terms and conditions of receiving *Evergreen Options* funding and represents and warrants to Tacoma Power that the Recipient is authorized to sign this Agreement.

I *project sponsor name/host name* hereby understand and accept all obligations and limitations associated with receiving an *Evergreen Options* funding award. I also understand that failure to strictly adhere to all conditions in this MOU may decrease or eliminate eligibility for any funding award.

I also acknowledge that Tacoma Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the renewable energy system installed or the electrical contractor, including but not limited to those concerning the electrical contractor's experience qualifications or background, the amount of energy generated or saved, if any, to be realized by the host customer, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. I also understand that Tacoma Power's only role is to determine the funding award and under no circumstances will Tacoma Power be liable to the customer or electrical contractor for any further amounts.

ATTACHMENT:

Exhibit A - Grant Application Packet

PROJECT SPONSOR

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Email Address: _____

Contact Number: _____

TACOMA POWER

Chris Robinson, Power Superintendent/CEO Date

Clay Norris, Power Manager Date

Finance Date

Approved as to Form:

Deputy City Attorney Date

Return signed form in one of two ways:

Email: evergreen@cityoftacoma.org

Tacoma Power

Attn: Customer Energy Programs - Evergreen Options Fund Award

Mail: 3628 South 35th Street, Tacoma, WA 98409