



July 30, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Cooperative Agreement between Clackamas County and Portland General Electric Company (PGE)

Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Purpose/Outcome	The purpose of this Agreement is to provide a cooperative working relationship for the activation of the Clackamas County Emergency Notification System at the request of PGE to inform the public of life-threatening dam inundation and public safety power shutoff due to wildfire danger.
Dollar Amount and Fiscal Impact	Portland General Electric Company (PGE) will pay Clackamas County a \$2,000 annual administrative fee.
Funding Source	N/A
Duration	Agreement automatically renews unless otherwise terminated
Previous Board Action/Review	None
Strategic Plan Alignment	1. Clackamas County employees, residents, visitors and those in need of service(s) will have the information they need to take appropriate action. 2. Ensure safe, healthy and secure communities.
Counsel Review	This Cooperative Agreement has been reviewed and approved by County Counsel on 7/17/20, AN
Procurement Review	N/A
Contact Person	Jamie Poole, Outreach and Technology Coordinator, 503-278-9150
Contract No.	None

BACKGROUND: Clackamas County is a Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS) authorized alerting authority. Clackamas County has the authority and ability to issue emergency alerts to the public due to life-safety emergencies. Clackamas County and Portland General Electric (PGE) will work together to ensure alerts go out in a timely manner if there is a PGE related dam inundation emergency or public safety power shut off due to wildfire danger.

This agreement provides a working relationship between Clackamas County and PGE in which PGE will proactively provide the county shape files (mapped areas) of potentially impacted PGE service areas within the county, and Clackamas County will issue alerts as authorized by FEMA.

RECOMMENDATION: Staff respectfully recommends Board approval of the Cooperative Agreement between Clackamas County and Portland General Electric Company (PGE).

Respectfully submitted,

Nancy Bush, Director

**COOPERATIVE AGREEMENT
BETWEEN
CLACKAMAS COUNTY AND PORTLAND GENERAL ELECTRIC**

Purpose

- A. This Agreement is entered into between Clackamas County (County), through its Disaster Management (CCDM) Department and the Communications Department (CCOM) and Portland General Electric Company (PGE).
- B. This Agreement provides the basis for a cooperative working relationship for the activation of the Clackamas County Emergency Notification System at the request of PGE for the use of emergency notifications to their customers and the impacted public regarding dam inundation and fire concerns. The project (hereinafter the "Project") consists of: (1) pre-loading the PGE dam inundation and Wildfire Public Safety Power Shutoff Program notification templates using the mapping feature in Everbridge; (2) the update and/or development of pre-recording messages as determined by PGE on an as needed basis; (3) activating the public notification system as requested by PGE for life-safety situations using mapping, uploaded contacts, Wireless Emergency Alerts, etc., as appropriate; (4) providing activation reports and summaries as requested by PGE; and (5) compensation by PGE of an annual administrative fee to Clackamas County Disaster Management.

Scope of Cooperation

- A. PGE agrees to:
 - 1. Coordinate mapping updates with Disaster Management liaison as needed.
 - 2. Assign a liaison to work with Disaster Management.
 - 3. Provide text for requested pre-recorded messages.
 - 4. Reimburse Clackamas County for an annual administrative fee.
- B. County agrees to:
 - 1. Provide for the administration, coordination and evaluation of the Project.
 - 2. Upload maps and recorded messages in a timely manner.
 - 3. Provide reasonable and necessary staff for administration and activations. If Disaster Management personnel are not available to activate the public notification system, C-COM personnel will perform the activation.

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4. Provide activation reports and summaries during and after activations in a timely manner.
 5. Provide an invoice to PGE annually, beginning on the Effective Date of this Agreement, as defined below.
- C. County and PGE agree to jointly review all issues, design developments, specifications, and documents for the Project.

Compensation

- A. County will be compensated annually for an administrative fee. The administrative fee will be \$2,000.00/year. County will invoice PGE on the anniversary of the Effective Date.
- B. There will be no other terms of compensation.

Liaison Responsibility

Liaison from County for the Project will be:

Jamie Poole
Clackamas County Disaster Management
2200 Kaen Rd.
Oregon City, OR 97045
503-655-8378 jpoole@clackamas.us

Dam Safety Liaison from PGE will be:

Mandy O'Hara
PGE Dam Safety/Emergency Action Plan Coordinator
121 SW Salmon St, 3WTCBR03
Portland, OR 97204
503-464-8774 Mandy.OHara@pgn.com

Wildfire Liaison from PGE will be:

John Plechinger
Business Continuity and Emergency Management (BCEM)
121 SW Salmon St, 3WTCBR08
503-464-7894 John.Plechinger@pgn.com

Indemnification and Insurance

- A. PGE agrees to indemnify, hold harmless and defend County, and its officers, elected officials, agents and employees from and against all claims and actions

COOPERATIVE AGREEMENT

arising out of or based upon PGE's negligent acts or omissions in connection with this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend PGE, its officers, elected officials, agents and employees from and against all claims and actions arising out of or based upon the County's negligent acts or omissions in connection with this Agreement.

- B. The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

Term of Agreement

- A. This Agreement becomes effective June 1, 2020 ("Effective Date") automatically renews annually unless otherwise terminated as provided herein.

Termination

- A. This Agreement may be terminated by either party upon 30 days written notice.
- B. This Agreement may be terminated at any time by either party for nonperformance of any material term of this Agreement.

Liabilities

- A. In no event shall either party be liable to the other or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Agreement or for any failure of performance related hereto howsoever caused, whether or not arising from a party's sole, joint or concurrent negligence.

ADDITIONAL TERMS AND CONDITIONS

- A. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- B. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and PGE that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively

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within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. PGE, by execution of this Agreement, hereby consents to the in personal jurisdiction of the courts referenced in this section.

- C. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- D. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other party.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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- I. **Independent Contractor.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- K. **Survival.** All provisions herein which by their context are intended to survive shall survive termination of this Agreement.
- L. **Necessary Acts.** Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- M. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- N. **Force Majeure.** Neither PGE nor County shall be held responsible for delay or default caused by events outside of the PGE or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

CLACKAMAS COUNTY

By: _____
 Name:
 Title: Clackamas County Board of
 County Commissioners
 Date: _____

**PORTLAND GENERAL ELECTRIC
COMPANY**



By: Kristin Stathis
Kristin Stathis (Jul 14, 2020 16:08 PDT)
 Name: Kristin Stathis
 Title: Vice President Operations
 Services
 Date: Jul 14, 2020









CCENS Cooperative Agreement Final 7.12

Final Audit Report

2020-07-14

Created:	2020-07-14
By:	Kristina Benson (kristina.benson@pgn.com)
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"CCENS Cooperative Agreement Final 7.12" History

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