



December 1, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Re-Apply for FEMA Grant Funds and Re-Approval of the Cooperation Agreement between Clackamas County and PGE for using FEMA 2022 BRIC Grant Funds in Partnership for the Mt Hood Corridor Resiliency Project. No County General Funds are Involved.

Purpose/Outcomes	Disaster Management (DM) requests the Board to approve the re-application for the 2022 Building Resilient Infrastructures for Communities (BRIC) Grant to support the Mt Hood Corridor Resiliency Project and to approve the amended 2021 Cooperation Agreement with PGE.
Dollar Amount and Fiscal Impact	No direct fiscal impact. This approval establishes a shared understanding of the working relationship for the administration of the Federal Emergency Management Agency (FEMA) BRIC grant funds. A formal contract between the County and PGE will be implemented upon the award of the grant.
Funding Source	FEMA 2022 BRIC Grant - \$50 million
Duration	Until December 31, 2026
Previous Board Action	The Board approved the ability to apply for the FEMA 2021 BRIC program on September 23, 2020, Item F. 2. and approved the Cooperation Agreement on January 20, 2022, Item D.1.
Strategic Plan Alignment	1. This item will foster community resilience through planning and preparedness. 2. This item will support long-term investments in strong and affordable infrastructure that will help ensure the safety, and security of our residents.
County Counsel Review	Andrew Naylor on 11/21/2022
Procurement Review	Grant application. Procurement review is not required.
Contact Person	Jay Wilson, (503) 209-2812

**BACKGROUND:**

In pursuit of the FEMA 2022 BRIC grant for the Mt Hood Corridor Resiliency Project, the County and PGE are entering into a Public-Private Partnership and this Cooperative Agreement establishes the administrative relationships for managing the federal funds, if awarded.

**RECOMMENDATION:**

Staff respectfully recommends the approval to re-apply for the 2022 BRIC grant and the approval of the 2022 amendment of the 2021 Cooperation Agreement with PGE.

Sincerely,

Daniel Nibouar, Interim Director

**Daniel Nibouar**  
Interim Director

Disaster Management  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

Attachments:

2022 BRIC Financial Assistance Application Lifecycle Form

2022 Extension and Amendment to the Cooperation Agreement

2021 Cooperation Agreement between Clackamas County and PGE

2022 BRIC Maintenance Agreement

2022 BRIC Cost Share Letter

# Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**If renewal, complete sections 1, 2 & 4 only. If direct appropriation, complete page 1 and Dept/Finance signatures only.**

**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

**\*\*CONCEPTION\*\***

## Section I: Funding Opportunity Information - To Be Completed by Requester

Award type:  Direct Appropriation (no application)  
 Subrecipient Award  Direct Award

Award Renewal?  Yes  No

<b>Lead Fund # and Department:</b>	Disaster Management, 100
<b>Name of Funding Opportunity:</b>	Federal Emergency Management Agency - Building Resilient Infrastructure and Communities

Funding Source:  Federal – Direct  Federal – Pass through  State  Local

Requestor Information: (Name of staff initiating form)	Jay Wilson
Requestor Contact Information:	jaywilson@clackamas.us
Department Fiscal Representative:	Daniel Nibouar
Program Name & Prior Project #: (please specify)	Hazard Mitigation

Brief Description of Project:

Clackamas County, in partnership with PGE, seeks FEMA BRIC-2022 funding to complete the Safeguarding Energy – Mt. Hood Corridor Resiliency Project. This project proposes to underground significant portions of seventeen miles of 57kV and 13kV overhead lines that interconnect Portland Water Bureau's Portland Hydroelectric Project (PHP) facilities with PGE's Dunns Corner Substation.

Name of Funding Agency: U.S. Dept. of Homeland Security, Federal Emergency Management Agency

Notification of Funding Opportunity Web Address: [https://www.fema.gov/sites/default/files/documents/fema\\_fy22-bric-nofo\\_08052022.pdf](https://www.fema.gov/sites/default/files/documents/fema_fy22-bric-nofo_08052022.pdf)

**OR**

Application Packet Attached:  Yes  No

Completed By: Jay Wilson Date: 11/21/2022

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

## Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application  Non-Competing Application  Other

Assistance Listing Number (ALN), if applicable:	97.047	Funding Agency Award Notification Date:	
Announcement Date:	09/30/2022	Announcement/Opportunity #:	DHS-22-MT-047-00-98
Grant Category/Title	Mitigation: Natural Hazards	Funding Amount Requested:	\$50 million
Allows Indirect/Rate:	5%	Match Requirement:	25% non-federal share
Application Deadline:	01/27/2022	Total Project Cost:	\$80,156,959.00
Award Start Date:	TBD	Other Deadlines and Description:	Sub-application to Oregon Emergency Management due 12/09/2022
Award End Date:	TBD		
Completed By:	36 months after award date	Program Income Requirements:	
Pre-Application Meeting Schedule:			

Additional funding sources available to fund this program? Please describe:  
 PGE will provide the non-federal match for this project, per the County and PGE Cooperative Agreement.

How much General Fund will be used to cover costs in this program, including indirect expenses?  
 We are applying for a portion of the BRIC 5% management cost allowance for the grant's eligible project management expenses.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?  
 \$200,000 for 1 FTE over three years for the duration of the project performance period. (\$600,000)

## In the next section, limit answers to space available.

### Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

#### Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Based on the related actions in the 2019 County Natural Hazard Mitigation Plan, this project will 1. Support/encourage electrical utilities to use underground construction methods where possible to reduce power outages from windstorms; 2. Monitor and implement programs to keep trees from threatening lives, property, and public infrastructure during windstorm events and 3. Encourages partnerships and therefore supports the collaboration between Clackamas County and Portland General Electric (PGE), who is managing this implementation.

2. Who, if any, are the community partners who might be better suited to perform this work?

Hazard mitigation is primarily managed in the Department of Disaster Management though FEMA's Hazard Mitigation Assistance programs. PGE will be responsible for all work to its own infrastructure.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Hazard mitigation is any sustainable action that reduces or eliminates long-term risk to people and property from future disasters. Hazard mitigation includes long-term solutions that reduce the impact of disasters in the future. By under-grounding critical electric utility transmission and distribution infrastructure in the Mt Hood Corridor, the risk of damage from wind, fire, ice and volcanic ash hazards are greatly reduced, and the possible ignition source for a wildfire is reduced or prevented.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

This 2022 BRIC grant proposal funds a project that is part of the County's Hazard Mitigation program. This project supports two Goals and two Action Items from the County's 2019 Hazard Mitigation Plan: Goal #2, which is to enhance natural systems by reducing the risk of wildfires; Goal #4, which encourages partnerships with the collaboration between Clackamas County, the City of Portland, and Portland General Electric (PGE), who is managing this implementation; Action - Severe Weather #3: Monitor and implement programs to keep trees from threatening lives, property, and public infrastructure during windstorm events. Action - Severe Weather #4: Support/encourage electrical utilities to use underground construction methods where possible to reduce power outages from windstorms

#### Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Disaster Management is applying for available BRIC grant funds to cover eligible project management costs in order to fund 1 FTE for DM and Finance, similar to an Accountant 2 position.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Yes, we are partnering with PGE to sponsor the FEMA mitigation grant, since the County is eligible to apply and PGE is not, as a private utility. PGE will contract with the County to seek reimbursement through the BRIC grant for eligible expenses.

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot, but we anticipate at least 3 more applications during the next 3 BRIC funding cycles (2022-25) to complete the full PGE Mt Hood Corridor Resiliency Project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This project is part of the County's current Hazard Mitigation program and will not create a new program. We will reapply for the next several years, as part of the PGE partnership, to complete the project.

**Collaboration**

1. List County departments that will collaborate on this award, if any.

Aside from the involvement from Disaster Management and Finance, there will be involvement from Roads for construction and traffic coordination and Planning and Zoning for plan review and permitting.

**Reporting Requirements**

1. What are the program reporting requirements for this grant/funding opportunity?

Disaster Management and Finance will provide quarterly reports to Oregon Emergency Management during the three year performance period for project installation and verify project service every three years.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

PGE will provide quarterly reports on project implementation and status updates. Requests for reimbursement that will be reviewed and confirmed by the DM/Finance FTE. The project will be implemented utilizing sufficient technical and managerial staff/resources to track the scope, schedule, and budget. Support and coordination will come from Clackamas County and the City of Portland and contractor support will be procured to support the development and implementation of the project.

3. What are the fiscal reporting requirements for this funding?

Disaster Management and Finance will provide quarterly reports to Oregon Emergency Management during the three year performance period for fiscal accountability and verify project service every three years.

**Fiscal**

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

The total project costs are \$80,156,959.00. PGE is partnering with Clackamas County for \$50,000,000 from the FEMA BRIC grant program. Remaining funds will come from PGE as \$500,000.00 as In-Kind and \$29,656.959.00 as Cash Match from PGE Capital Project funds.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

FEMA requires a 25% non-federal share for the local match. PGE total non-federal share is \$30,156,958.97, which equals 38% match. Non federal match funds will come from PGE as \$500,000.00 as In-Kind and \$29,656.959.00 as Cash Match from PGE Capital Project funds.

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

BRIC allows the sub-applicant to apply for up to 5% of the project cost to cover eligible management costs.

Other information necessary to understand this award, if any.

Program Approval:

Jay Wilson

Name (Typed/Printed)

11/21/2022

Date

Jay Wilson  
Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN\*\***

**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)

---

Name (Typed/Printed) Date Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

**Daniel Nibouar**

11/21/2022



---

Name (Typed/Printed) Date Signature

FINANCE ADMINISTRATION

**Elizabeth Comfort**

11.22.2022



---

Name (Typed/Printed) Date Signature

EOC COMMAND APPROVAL **(WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)**

---

Name (Typed/Printed) Date Signature

**Section V: Board of County Commissioners/County Administration**

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

**For applications less than \$150,000:**

<b>COUNTY ADMINISTRATOR</b>	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:

Date: 12/01/2022

**OR**

Policy Session Date:

---

County Administration Attestation

County Administration: re-route to department at   
and  
Grants Manager at [financegrants@clackamas.us](mailto:financegrants@clackamas.us)  
when fully approved.

Department: keep original with your grant file.

**EXTENSION AND AMENDMENT OF COOPERATION AGREEMENT BETWEEN PORTLAND  
GENERAL ELECTRIC COMPANY AND CLACKAMAS COUNTY  
MT. HOOD CORRIDOR RESILIENCY PROJECT**

THIS EXTENSION AND AMENDMENT OF THE COOPERATION AGREEMENT REGARDING THE MT. HOOD CORRIDOR RESILIENCY PROJECT (“Extension”), effective upon execution of both parties, is by and between PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“PGE”) and CLACKAMAS COUNTY (“County”), an Oregon municipality.

**RECITALS**

A. PGE and the County are parties to a certain Cooperation Agreement entered into on January 12, 2022 (the “Agreement”), pursuant to which PGE and the County committed to certain obligations in collaborating on the Mt. Hood Corridor Resiliency Project.

B. To further extend and clarify that Agreement, the PGE and the County wish to amend the Agreement.

**NOW, THEREFORE**, the parties agree as follows:

**AGREEMENT**

1. **Recitals.** The fourth paragraph of the RECITALS section of the Agreement is hereby amended to provide in its entirety as follows:

WHEREAS, to further the County’s public interest objective to ensure access to critical services and infrastructure to its residents and businesses, the County has applied for a Fifty Million Dollar (\$50,000,000) FEMA Building Resilient Infrastructure and Communities Grant (the “Grant”) to help fund its proposed Mt. Hood Corridor Resiliency Project (“Resiliency Project”), which includes the undergrounding of the sub-transmission and distribution lines located in the Mt. Hood Corridor that power the Bull Run Watershed (“Stage 1”), which is the primary drinking water supply for nearly one million people; and

2. **Term.** Section 1 “Term” is hereby amended to provide in its entirety as follows:

This Agreement will commence on the Effective Date and expire on December 31, 2026 (the “Term”) unless earlier terminated in accordance with the provisions of this Agreement.

3. **PGE Funding Approvals.** Section 6. “PGE Funding Approvals” is hereby amended to provide in its entirety as follows:

Upon completion of the final engineering and design for Stage 1 of the Resiliency Project as set forth in Section 3 and 4, PGE will seek PGE board approval to pay for the costs to complete the work set forth in the final engineering, design and permitting for Stage 1 that are more than the total Grant award amount. In the event PGE does not obtain board approval, PGE may terminate this Agreement upon ten (10) days written notice to County.

IN WITNESS WHEREOF, the undersigned have entered into this Extension as of the date first written above.

**CLACKAMAS COUNTY**

By: \_\_\_\_\_  
Name: Tootie Smith  
Title: Chair, Board of Commissioners

**PORTLAND GENERAL ELECTRIC COMPANY**

By: \_\_\_\_\_  
Name: Maria Pope  
Title: President and Chief Executive Officer





January 20, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Cooperation Agreement between Clackamas County and PGE for  
using FEMA Grants Funds in Partnership for the Mt Hood Corridor Resiliency  
Project. No County General Funds Needed.

Purpose/Outcomes	Disaster Management (DM) requests the Board to approve this Cooperation Agreement to support the Mt Hood Corridor Resiliency Project through the administration of FEMA 2021 Building Resilient Infrastructures for Communities (BRIC) Grant, if awarded.
Dollar Amount and Fiscal Impact	No direct fiscal impact. This approval establishes a shared understanding of the working relationship for the administration of the FEMA BRIC grant funds. A formal contract between the County and PGE will be implemented upon the award of the grant.
Funding Source	FEMA 2021 BRIC Grant
Duration	Until December 31, 2025
Previous Board Action	The Board approved the ability to apply for the FEMA BRIC program for 2021 on September 23, 2020, Item F. 2.
Strategic Plan Alignment	1. This item will foster community resilience through planning and preparedness. 2. This item will support long-term investments in strong and affordable infrastructure that will help ensure the safety, and security of our residents.
County Counsel Review	Andrew Naylor on 1/12/22
Procurement Review	Procurement review is not required.
Contact Person	Jay Wilson, (503) 723-4848

**BACKGROUND:**

In pursuit of the FEMA 2021 BRIC grant for the Mt Hood Corridor Resiliency Project, the County and PGE are entering into a Public-Private Partnership and this Cooperative Agreement establishes the administrative relationships for managing the federal funds, if awarded.

**RECOMMENDATION:**

Staff respectfully recommends the approval of the Cooperation Agreement with PGE.

Sincerely,

Daniel Nibouar  
Interim Director

Attachments: Clackamas County and PGE Cooperation Agreement

20220120 III.D.1

**Daniel Nibouar**  
Interim Director

Disaster Management  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

## COOPERATION AGREEMENT

This Cooperation Agreement (“Agreement”) is made and entered into on January 12, 2022 (“Effective Date”) between Portland General Electric Company (“PGE”), an Oregon corporation, principally located at 121 SW Salmon Street, Portland, OR 97204, and Clackamas County (“County”), an Oregon municipality, principally located at 2051 Kaen Road, Oregon City, 97045, each a “Party” or collectively the “Parties.”

## RECITALS

WHEREAS, as a critical service provider, PGE is committed to providing safe, reliable, affordable and responsibly generated electricity to its customers every day;

WHEREAS, in September of 2020, due to increased threat of wildfire from a combination of high winds, low humidity and other wildfire threat metrics, PGE implemented a Public Safety Power Shutoff in the Mt. Hood Corridor. The heavily forested, relatively isolated communities along the Mt. Hood corridor are more vulnerable to wildfire and harder to protect. The series of wildfires that burned in the area burned more than one million acres that resulted from the weather conditions throughout the state;

WHEREAS, the rapid acceleration of climate change within Oregon in the last few years has magnified the need for utilities, like PGE, and their communities, like the County, to work together to plan for the resiliency of critical infrastructure when faced with the increased threat of wildfire and extreme weather;

WHEREAS, to further the County’s public interest objective to ensure access to critical services and infrastructure to its residents and businesses, the County has applied for a Fifty Million Dollar (\$50,000,000) FEMA Building Resilient Infrastructure and Communities Grant (the “Grant”) to help fund its proposed Mt. Hood Corridor Resiliency Project (“Resiliency Project”), which includes the undergrounding of the sub-transmission and distribution lines located in the Mt. Hood Corridor that power the Bull Run Watershed, which is the primary drinking water supply for nearly one million people; and

WHEREAS, all of the infrastructure that will be undergrounded as part of the Resiliency Project is located within PGE’s electric service territory and is owned and operated by PGE, except for the Dunns Corner-Portland Hydro 57kV line, which is co-owned by PGE and the City of Portland and operated by PGE;

WHEREAS, the Resiliency Project aligns with PGE’s strategy to improve the resiliency of its critical energy infrastructure.

NOW THEREFORE, the Parties desire to collaborate on the Resiliency Project and agree as follows:

1. Term. This Agreement will commence on the Effective Date and expire on December 31, 2025 (the “Term”) unless earlier terminated in accordance with the provisions of this Agreement.

2. Consideration. There is no monetary consideration for this Agreement. The consideration for this Agreement is the Parties' agreement to comply with the terms and conditions herein.
3. Project Management Services. If County is awarded the Grant, PGE will provide, at County's request, in-kind project management services for Stage 1 of the Resiliency Project.
4. Engineering Services. At its sole cost, PGE will hire and manage qualified engineering consultants ("Consultants") to complete final engineering, design and permitting of the Resiliency Project. PGE shall retain ownership of all work product created by the Consultants.
5. Status Reporting. If County is awarded the Grant, PGE will submit monthly reports to the County in an agreed upon format, for compliance and project status update purposes, in accordance with the Grant requirements. All costs for the Resiliency Project shall be tracked and accounted for separately from any other PGE project.
6. PGE Funding Approvals. Upon completion of the final engineering and design for Stage 1 of the Resiliency Project as set forth in Section 2, PGE will seek PGE board approval to pay for the costs to complete the work set forth in the Final Design that are more than the total Grant award amount. In the event PGE does not obtain board approval, PGE may terminate this Agreement upon ten (10) days written notice to County.
7. County Obligation. In consideration for PGE's performance under this Agreement, the County agrees to take good faith efforts to pursue the Grant. If awarded the Grant, the County agrees to take good faith efforts to pursue a sole-source procurement with PGE, in accordance with applicable law, to enter into an agreement with PGE to perform the necessary infrastructure work described in the Grant. Such agreement will be subject to terms and conditions agreed to by the parties, and is expected to require PGE to maintain the infrastructure funded by the Grant in accordance with all applicable Grant requirements.
8. Dunns Corner Operating Agreement. During the Term, PGE will diligently and in good faith negotiate a renewal of the operating agreement for the Dunns Corner Portland Hydro 57kV line with the City of Portland.
9. Force Majeure. As used in the Agreement, an event of "Force Majeure" shall mean an event that prevents the affected Party from performing its obligations under the Agreement and is unforeseeable and beyond the reasonable control of the affected Party. Neither Party shall be liable for delays due to an event of Force Majeure. The Party incurring the delay shall within five (5) calendar days from the beginning of the delay, notify the other Party in writing of the causes of the delay and its probable extent. In the event of any such delay, the required completion date may be extended by a reasonable period not exceeding the time lost by reason of the delay; provided, however, that if the affected Party's performance is delayed for more than ninety (90) days, either Party may, at its option, terminate this Agreement.
10. Termination. Either Party may terminate this Agreement in the event the other Party materially breaches an obligation under this Agreement and such breach remains uncured after ten (10) days of receipt written notice of such breach. In the event the County is denied the Grant, the Grant application is withdrawn, or the funding under the Grant is otherwise reduced or withdrawn, either Party may terminate this Agreement upon ten (10) days written notice to the other Party. Upon a termination of this Agreement, neither Party shall have any further obligation to the other Party under this Agreement.

11. Disclaimer of Warranty. PGE MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW BY STATUTE OR OTHERWISE, AND PGE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.
12. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Notices. All notices permitted or required to be given under the Agreement shall be in writing and shall be deemed given: (i) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by the records of such courier), (ii) if mailed, on the date of delivery as shown by the return receipt, or (iii) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices must be sent to the addresses set forth below or to such other addresses as a Party may from time to time specify by notice pursuant hereto:

To PGE:                   Portland General Electric Company  
                                  Attention: Brooke Brownlee  
                                  121 SW Salmon Street  
                                  Portland, OR 97204  
                                  Email: Brooke.Brownlee@pgn.com

To County:               Clackamas County Disaster Management  
                                  Attention: Daniel Nibouar  
                                  1710 Red Soils Court #225  
                                  Oregon City, OR 97045

14. Nonwaiver. No waiver of the nonperformance or violation of any term or condition of the Agreement or any default under the Agreement should be construed to be or operate as a waiver of any subsequent nonperformance, violation, or default. No waiver of any portion of the Agreement is effective unless made in writing.

15. Controlling Law and Venue. THE AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. COUNTY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THE AGREEMENT AND WAIVES ANY OBJECTION THAT COUNTY MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.
16. Survival. Any and all provisions contained in the Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination of the Agreement will survive such termination of the Agreement.
17. Severability. If any provisions of the Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Agreement should be construed to give effect as nearly as possible to the intent of the Parties. The Parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable
18. Amendment; Assignment. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written amendment signed by both Parties. Neither Party may assign or transfer this Agreement, in whole or in part, without the written consent of the other Party.
19. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.
20. Complete Agreement. This Agreement constitutes the complete agreement between PGE and County and supersedes all prior negotiations, representations or agreements, whether oral or written, related to the subject matter of the Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement as of the Effective Date.

CLACKAMAS COUNTY



By: Tootie Smith

Title: Chair

PORTLAND GENERAL ELECTRIC CLL  
COMPANY CL

  
Maria Pope (Jan 12, 2022 12:52 PST)

By: Maria Pope

Title: President & Chief Executive Officer



**Daniel Nibouar**

*Interim Director*

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

December 01, 2022

Anna Feigum  
State Hazard Mitigation Officer  
Oregon Office of Emergency Management  
3225 State St, Room 115  
Salem, OR 97301  
[shmo@milstate.or.us](mailto:shmo@milstate.or.us)

Re: Safeguarding Energy – Mt. Hood Corridor Resiliency Project, Maintenance Agreement

Dear Anna Feigum,

Clackamas County hereby agrees that if it receives any Federal funding as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for routine maintenance of any real property, structures, electrical installations and equipment obtained as a result of such Federal funding, for at least the life of the project. Clackamas County will ensure performance of this obligation through an agreement with a third party to perform the work contemplated by the Federal funding agreement.

The purpose of this agreement is to make clear that the sub-grantee's maintenance responsibilities following project award and to show the sub-grantee's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Sincerely,

Daniel Nibouar  
Interim Director  
Clackamas County, Oregon



**Daniel Nibouar**

*Interim Director*

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

December 01, 2022

Anna Feigum  
State Hazard Mitigation Officer  
Oregon Office of Emergency Management  
3225 State St, Room 115  
Salem, OR 97301  
[shmo@mil.state.or.us](mailto:shmo@mil.state.or.us)

Re: Safeguarding Energy – Mt. Hood Corridor Resiliency Project, Cost Share Letter

Dear Anna Feigum,

Please accept this letter of intent from Clackamas County as the subapplicant, to assume responsibility of the proposed Safeguarding Energy – Mt. Hood Corridor Resiliency Project under the FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program.

The total project cost is expected to be \$80,156,959. Clackamas County has preliminarily identified \$50,000,000 as the federal share of the project. The non-federal match is expected to be \$30,156,959 and represents 38% of project costs. This overmatch of the 25% local funding requirement is in accordance with FEMA BRIC program priorities and technical evaluation criteria.

Clackamas County and Portland General Electric (PGE) are working in partnership on this project, as outlined in the Clackamas County and PGE Cooperation Agreement. PGE intends to seek its Board approval for the local cost share for this project. A copy of this agreement is included with the application.

If additional funds are requested, we understand that an additional non-Federal match fund commitment letter is required to be submitted.

Sincerely,

Daniel Nibouar  
Interim Director  
Clackamas County, Oregon

# COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other Approval to Re-apply

Originating County Department: Disaster Management

Other party to contract/agreement: \_\_\_\_\_

## Description:

Approval to Apply for 2022 Building Resilient Infrastructure and Communities Grant from the Federal Emergency Management Agency and Amendment of the Cooperation Agreement with Portland General Electric for the Mt Hood Corridor Resiliency Project. Grant value is \$50M, with \$12.5M match. Funding is through the Federal Emergency Management Agency, with matching funds provided by Portland General Electric. No County General Funds are involved.

After recording please return to: Aryka Hanto-ahanto@clackamas.us

County Admin

Procurement

If applicable, complete the following:

---

Board Agenda Date/Item Number: \_\_\_\_\_