

February 3, 2022

Board of Commissioners  
Clackamas County

Dear Board of County Commissioners:

Approval of Drive Change Fund Award Agreement with Portland General Electric (PGE) for the Purchase of an Electric Vehicle to Provide Services for Seniors, Persons with Disabilities and Low Income Households funded by PGE through the Oregon Clean Fuels Program for \$212,500;  
No County General Funds are involved

<b>Purpose/Outcomes</b>	Agreement with PGE to provide funding for a project-specific electric vehicle to enhance transportation services to seniors and/or people with disabilities residing in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$212,500. These funds will be used to pay for one new electric transit van for the Transportation Reaching People (TRP) program.
<b>Funding Source</b>	Oregon Clean Fuels program administered by Oregon Dept. of Environmental Quality - no County General Funds are involved.
<b>Duration</b>	February 1, 2022 to an estimated end date of June 30, 2033 (ten years after the purchase of the vehicle)
<b>Previous Board Action</b>	062421 – A.18
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Counsel</b>	Reviewed and approved by AN on 1/6/22
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	#10531

**Background**

The Social Services Division of the Health, Housing, and Human Services Department requests approval for an agreement with Portland General Electric (PGE) Drive Change Fund to enhance electric vehicle options in rural areas of Clackamas County that provide services to seniors, persons with disabilities and low income households. Social Services proposes purchasing one electric vehicle for use in the Transportation Reaching People (TRP) program and by case managers within H3S. TRP provides rides to seniors and persons with disabilities countywide to medical appointments and other essential services that allow them to remain in their homes and communities throughout Clackamas County. Social Services is working with Fleet Services, Facilities Management and

DTD-Sustainability & Solid Waste on this project to coordinate county campus improvements as well as working toward the County's objective of reducing emissions and providing alternative to traditional transportation modes regionally.

The grant provides funding for one electric or electric hybrid vehicle. The original grant application was approved by the BCC on June 24, 2021.

Total award amount is \$212,500. No County General Funds are involved.

**Recommendation**

We recommend the approval of this agreement by the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

Rodney A. Cook, Director  
Health Housing & Human Services

## Drive Change Fund Award Agreement

Portland General Electric Company will provide up to \$212,500.00 (“DCF Award”) to Clackamas County (Recipient) to support a transportation electrification project at 2051 Karen Rd Oregon City, OR 97045. A minimum of 75% of budgeted project costs will be awarded prior to commencement of installation of equipment, with the remaining amount, up to the funding award amount set forth below in Section I(A), awarded upon completion of all installation associated with the project and delivery of all components associated with the project.

The Drive Change Fund Program (DCF) award amount is based on the information provided in the Recipient’s application and during the interview process. Any material change to project design/plans/scope by Recipient may result in forfeiture of funding or an adjustment to the DCF award amount. All modifications to the project design/plan/scope including those attributes listed below must be submitted for approval using the change request form provided by PGE.

This Agreement shall commence on February 1, 2022 and continue through the date that is ten (10) years after the Installation Date (the “Term”).

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

### I. PROJECT ATTRIBUTES

- A. Recipient shall procure project components related to the following areas: acquisition of electric vehicles (“EV”), education or outreach campaigns, installation of EV charging infrastructure, other projects that advance transportation electrification. Project components shall have the attributes described in the table below (the “Project”):

<b>Award Recipient</b>	Clackamas County
<b>Project Categories</b>	EVs
<b>Number of Electric Vehicles</b>	(1) ADA-equipped electric conversion high-roof Ford eTransit
<b>Number of Charging Stations</b>	No DCF funding given for chargers.
<b>Education plan</b>	No DCF funding given for education.
<b>Project address</b>	2051 Karen Rd Oregon City, OR 97045
<b>Installation date</b>	No later than June 30 <sup>th</sup> 2023

<b>DCF Award<sup>1</sup></b>	Up to \$212,500.00
<b>Total project cost</b>	\$212,500.00
<b>Approved project scope</b>	The primary benefits will be to increase access to transportation and social services among elder and disabled community members, and increase social worker access to their clients. The vehicles will also provide maintenance and fuel cost savings and reduced environmental impacts. CCSS will collect meaningful program data including number of rides, trip purpose, miles driven, staff hours, and cost of operation. In general CCSS's goals are to expand the capacity of their services and encourage EV adoption, more specifically CCSS expects to drive the vehicles a total of 9,000 miles annually while providing approximately 1,200 rides.

- B. Recipient shall procure, construct, or install the Project by the Installation Date set forth in Section I(A). If the Project is not completed by the Installation Date, PGE will rescind the remaining funds of the DCF award and this Agreement will be terminated unless a change order form is submitted and approved by PGE extending the Installation Date. Further details can be found in Section V.
- C. In the event the Project experiences an insured loss to the equipment installed, Recipient shall (a) reimburse PGE a proportionate amount of DCF Award within sixty (60) days after receiving such insured amount, or (b) install new equipment comparable to the original Project scope.
- D. If the Project requires construction services, Recipient shall utilize a construction contractor licensed in Oregon to construct the Project and Recipient shall comply with all county/state building and electrical codes, utility interconnection requirements, and permitting requirements.
- E. Recipient may only install new equipment, that is demand response capable and enabled, at the Project and shall provide PGE written documentation to substantiate that only new equipment that is demand response capable and enabled was installed at the Project.
- F. Recipient, including its contractors, shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances and shall bear all costs associated with such compliance.
- G. If the Project includes the installation of charging infrastructure, Recipient shall make charging information available to PGE either through a separate monitoring system or via the networked, installed charging equipment. This data must be made available to PGE through a separate log-in to the charging platform for a period of no less than ten (10) years after the Installation Date. Information collected by this monitoring system may be used by PGE for educational purposes, performance analysis or any other reason PGE deems necessary in its discretion.

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<sup>1</sup> The DCF Award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final DCF Award amount.

- H. Recipient shall assign all clean fuels credits generated from the electric vehicle charger associated with the Project to PGE commencing on the Installation Date and continuing through December 31, 2031, unless PGE provides written notice otherwise.

## II. USE OF DRIVE CHANGE FUNDS

Recipient may only use the DCF Award to pay for capital costs associated with the purchase and installation of equipment and approved outreach and education expenses associated with the Project as outlined in Section I(A). Recipient may not use the DCF Award to pay for Project costs that could be implemented through other PGE programs. The DCF Award is intended to directly and indirectly benefit PGE's residential customers. Recipient is expected to maintain the Project and the useful life of its components, both physical and experiential, for a period no less than ten (10) years after the Installation Date. In the event Recipient fails to maintain the Project for ten (10) years, Recipient shall reimburse PGE a prorated amount of the DCF Award for the years remaining under the Agreement. The DCF Award may not exceed the total Project costs.

## III. RECIPIENT DELIVERABLES

- A. **Recipient webinar:** Recipient, including its construction contractor and project manager, shall attend the DCF award recipient webinar that is hosted by PGE. The webinar will cover funding award requirements and expectations, along with guidance to expedite the documentation and funding process. Webinar details will be provided upon execution of this Agreement.
- B. **Quarterly updates:** Recipient shall provide a quarterly progress report to PGE on the 15th day of the month following each calendar quarter after the DCF award is granted until the Installation Date. For example, April 15<sup>th</sup> for Q1, July 15<sup>th</sup> for Q2 and so on. As part of these quarterly progress reports, Recipient must complete the quarterly progress report form provided by PGE and email it to [PGEDriveChangeFund@pgn.com](mailto:PGEDriveChangeFund@pgn.com).
- C. **Change requests:** In the event Recipient desires to make changes to the Project scope or Project attributes listed in Section I(A), Recipient shall complete and submit a change request form provided by PGE.
- D. **Project completion and reimbursement:** Upon completion of Project installation and all other funding requirements, Recipient shall submit a final report in the form provided by PGE along with any supplemental documentation reasonably requested by PGE to [PGEDriveChangeFund@pgn.com](mailto:PGEDriveChangeFund@pgn.com) within thirty (30) days after the Installation Date.
- E. **Ongoing reporting:** For a period of three (3) years after the Installation Date, the Recipient will submit an annual report on actual Project costs, number of residential customers benefitted, percentage of funds primarily benefitting underserved communities, electric miles travelled, and energy dispensed through EV charging infrastructure. For a period of ten (10)

years after the Installation Date, the Recipient will submit an annual report on electric miles travelled and energy dispensed through EV charging infrastructure.

#### IV. EDUCATION AND OUTREACH REQUIREMENTS

- A. **PGE Drive Change Fund Recognition statement:** Recipient shall include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the Project or otherwise associated with the Project: "This project has been made possible by DEQ's Oregon Clean Fuels Program via the PGE Drive Change Fund."
- B. **Celebrations and publicity:** Recipient shall celebrate Project completion through one or all of the following in accordance with the Education Plan described in the table above in Section I(A): media event, tour, media advisory, press announcement, social media, stakeholder communications. Recipient shall notify PGE of such events and PGE may participate in such events.
- C. **Approvals:** Recipient shall seek prior written approval at least three weeks in advance from PGE for each and all instances of promotional materials and advertising that identify PGE customers or use the PGE and DCF logos. PGE encourages the use of such logos and customer lists, but review and approval is required for any and all public facing materials.
- D. **Permanent recognition:** Recipient shall develop, install and maintain for the life of the Project, but in no event less than ten (10) years, at least one piece of permanent, onsite signage that publicly recognizes the contributions of DEQ's Oregon Clean Fuels Program via the PGE Drive Change Fund. Upon request by Recipient, PGE will provide samples of signage design and reasonable support for the development of content and messaging.
- E. **Portland General Electric Company website:** PGE may include information regarding the Project in its customer communication materials, including use of photographs of the Project in brochures and internet pages for purposes of supporting the DCF program.
- F. **Site tours:** Recipient shall provide PGE and its customers and guests with access to the Project, subject to 30-day advance notice by PGE.

#### V. FUND DISBURSEMENT

PGE will disperse 75% of the DCF Award within ten (10) business days after signing this Agreement. PGE will disperse the remainder of the DCF award amount within thirty business (30) days after confirmation that the Project has been installed according to Section I set forth in this Agreement, including reporting and documentation, have been met.

PGE shall verify Project installation through the following steps:

- City/county permitting finalized, including electrical inspection.

- Publicly accessible production monitoring webpage is available – this can consist of an active monitoring website shared to PGE that is available for public viewing.
- Final report is submitted and approved by PGE, along with:
  - Itemization of each eligible Project expense – i.e. labor, permits, vehicles, equipment and materials.
  - Copies of detailed invoices documenting total and eligible project costs and supporting itemization of expenses.
  - Documentation of each outside funding source.
  - Photos of the installation (.jpg) of the Project.
  - Photos of signage and other educational collateral.
  - Photos of vehicles, charging equipment, and any public events.
  - Documentation of public relations and outreach efforts (e.g. press coverage, celebrations, etc.) and/or schedule of future events if efforts have not yet occurred.

Recipient agrees to provide all documentation reasonably requested by PGE to verify completion of Project installation.

## VI. AUDIT

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

## VII. MISCELLANEOUS

- A. **Termination.** In the event Recipient materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from PGE, PGE may terminate this Agreement. In the event of such termination, Recipient shall reimburse PGE a prorated amount of the DCF Award for the remaining years of the original Term.
- B. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, Recipient shall indemnify, defend and hold harmless PGE from any and all claims, liabilities, governmental fines and penalties and damages of every kind, including attorneys' fees, made against or incurred by PGE arising out of or resulting from (i) the procurement, installation and use of any component of the Project, and (ii) any willful misconduct or negligence of the Recipient and any third parties retained by Recipient in connection with the Agreement. Recipient's indemnity obligation shall not extend to any liability to the extent caused by the contributory negligence of PGE.
- C. **Limitation of Liability.** IN NO EVENT SHALL PGE BE LIABLE UNDER THIS AGREEMENT TO RECIPIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMUNITION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE

FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. PGE'S TOTAL AGGREGATE LIABILITY UNDER AGREEMENT SHALL NOT EXCEED THE TOTAL DCF AWARD AMOUNT RECEIVED BY RECIPIENT UNDER THIS AGREEMENT.

- D. **Severability.** If any provisions of this Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement should be construed to give effect as nearly as possible to the intent of the parties. The parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable.
- E. **Controlling Law and Venue.** 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. RECIPIENT IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THE AGREEMENT AND WAIVES ANY OBJECTION THAT RECIPIENT MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.
- F. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto. Nothing in the Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.
- G. **Successors and Assigns.** This Agreement shall be binding on the parties' successors, and insofar as assignment is permitted, on the parties' assignees.
- H. **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.



The parties, through their duly authorized representatives, have executed this Agreement as of the dates indicated below.

**RECIPIENT**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

**PORTLAND GENERAL ELECTRIC COMPANY**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_