

**STATE OF OREGON DEPARTMENT OF ENERGY
STANDARD GRANT AGREEMENT
County Energy Resilience Program**

This Agreement is between the State of Oregon, acting by and through its Department of Energy, hereinafter referred to as “Agency,” and Columbia County, hereinafter referred to as “Grantee.”

Administrators of this Agreement are:

GRANTEE	AGENCY
<p>Administrator: Kellie Jo Smith Title: Columbia County Board of Commissioners Chair Address: 230 Strand Street St. Helens, OR 97501 Phone: 503-397-4322 Email: kj.smith@columbiacountyor.gov Federal ID #: 93-6002288</p>	<p>Administrator: Maxwell Woods Title: Assistant Director, Nuclear Safety and Emergency Preparedness Address: 550 Capitol St. NE Salem, OR 97301 Phone: (503) 551-8209 Email: Maxwell.WOODS@energy.oregon.gov</p>

Effective Date and Duration. This Agreement shall become effective on the date it is fully executed and approved as required by law (the “Effective Date”). Unless extended or terminated earlier in accordance with its terms, the Agreement will expire on August 1, 2025 (the “Expiration Date”).

Agreement Documents. This Agreement consists of the following exhibits, which are incorporated by this reference. The terms in Exhibit C, entitled “Special Conditions,” shall control in the event of a conflict with another term of this Agreement.

- Exhibit A General Definitions
- Exhibit B Project Description and Statement of Work
- Exhibit C Special Conditions
- Exhibit D Reporting Forms
- Exhibit E Reserved

SECTION 1 – LEGAL BASIS FOR AWARD; PURPOSE

A. Authority. Under House Bill 3630 Regular Session, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Agreement.

B. Purpose. In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee an amount not to exceed **\$50,000** (“Grant Funds”) for the County Energy Resilience Plan (“Project”) Agency will pay Grantee from monies dedicated from the General Fund. Disbursement of Grant Funds is contingent, as of the time of disbursement, on Agency having received sufficient expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

SECTION 2 – DISBURSEMENT AND RECOVERY OF GRANT FUNDS**A. Disbursement and Recovery of Grant.**

- 1) Disbursement Generally.** Agency shall disburse 100 percent of the Grant Funds to Grantee upon approval of the funds request submitted to the Agency. Grantee shall submit the request for funds to the Agency. Funds requests must be submitted by an authorized representative of Grantee.
- 2) Allowable Costs.** The Grant Funds must be used for the Project as described in Exhibit B and shall not be used for any other purpose. No Grant Funds will be disbursed for changes to the Project unless such changes are made by Amendment as provided for in this Agreement. Grantee shall not use Grant Funds for costs outside of what is specified in this Agreement, whether or not related to this Agreement.
- 3) Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Agreement is subject to Agency's determination, with respect to each disbursement, that each of the following conditions have been satisfied:
- i. Agency has received sufficient expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. No default as described in Section 6 has occurred.
 - iii. Grantee's representations and warranties set forth in Section 3 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- 4) Recovery of Grant Funds.** Grant Funds that are expended in violation of the provisions of this Agreement ("Misexpended Funds"), or that remain unexpended on the termination or expiration of this Agreement ("Unexpended Funds"), must be returned to Agency. Grantee shall return all Misexpended Funds and Unexpended Funds to Agency no later than 15 days after Agency's written demand.

SECTION 3 – REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee represents and warrants to Agency as follows:

A. Organization and Authority. Grantee is a Governmental Entity (municipality, county).

Grantee has all the necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement, and (iii) receive financing, including the Grant Funds, for the Project. Grantee's execution and performance of this Agreement does not and will not violate any provision of applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, and does not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

B. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms

subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

C. Location of Project. For physical systems, the Project will be permanently located in Oregon.

D. Authorizations. Grantee will obtain all applicable licenses, permits, or other authorizations that are required for the Project. The Project must pass all required inspections.

E. Full Disclosure. Grantee has disclosed in writing to Agency all material facts related to the Project and the ability of Grantee to complete the Project. Grantee has made no false statements of fact to Agency, nor has it omitted material information. Grantee has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon. The information contained in this Agreement and Grantee's application for the Grant Funds is true and accurate in all respects.

F. Release of relevant information. The Grantee authorizes any incentivizing entity outside of the department to release all relevant information on this Project to the Agency. This includes, but is not limited to, project information, incentives offered and received, and inspection results.

G. Pending Litigation. Grantee has disclosed in writing to Agency all proceedings pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, including Oregon Bureau of Labor and Industries (BOLI), that, if adversely determined, would negatively and materially affect this Agreement or the ability of Grantee to perform all obligations required by this Agreement.

H. Compliance with Tax Laws. Grantee (to the best of Grantee's knowledge, after due inquiry), for a period of no fewer than six (6) calendar years preceding the Effective Date and during the duration of this Agreement, faithfully has complied with:

- 1) All tax laws of the State of Oregon, including, but not limited to, ORD 305.620 and ORS chapters 316, 317, and 318;
- 2) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Grantee, to Grantee's property, operations, receipts, or income, or to Grantee's performance of or compensation for any work performed by Grantee;
- 3) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Grantee, or to goods, services, or property, whether tangible or intangible, provided by Grantee; and
- 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

I. Notice of Adverse Change. Grantee shall promptly notify Agency of any adverse change in the activities, prospects, or condition (financial or otherwise) of Grantee related to the ability of Grantee to perform all obligations required by this Agreement.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

SECTION 4 – CERTAIN COVENANTS OF GRANTEE

A. Grant Funds. Grantee shall vigilantly safeguard the Grant Funds received hereunder and maintain financial controls sufficient to protect such Funds and ensure that the Grant Funds are used solely for the Project described in Exhibit B.

B. Completion. Grantee shall complete the Project on or before August 1, 2025.

SECTION 5--RECORDS MAINTENANCE AND ACCESS

A. Access to Records and Facilities. Grantee acknowledges and agrees that Agency, the Oregon Secretary of State's Office, and the federal government if applicable, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Grantee that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, transcripts, and copies. Grantee shall allow Agency to inspect the Project during normal working hours, following reasonable notice by Agency to Grantee.

B. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, plans, records, and writings, that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by applicable law, following the later of (1) termination or expiration of this Agreement or (2) the date of the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

C. Expenditure Records. Grantee shall document the expenditure of all Grant Funds disbursed by Agency to Grantee under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the Grant Funds were expended.

SECTION 6 - DEFAULT

A. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- 1) Grantee fails to comply with a term of this Agreement;
- 2) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Agency to monitor implementation of the Project, the expenditure of Grant Funds, or the performance by Grantee is untrue in any material respect when made;
- 3) Grantee has failed to comply with applicable laws and administrative rules;
- 4) Grantee (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing;
- 5) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed

and in effect for a period of 60 consecutive days, or an order for relief against Grantee is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect); or

6) Grantee fails to meet a deadline specified in this Agreement.

B. Remedies upon Default. Upon the occurrence of Grantee's default under Section 6.A and Grantee's failure to cure such default within 30 calendar days of written notice thereof from Agency, or such longer period as Agency may authorize in its sole discretion, Agency may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of Agency's obligation to disburse Grant Funds under this Agreement, return of the Grant Funds, payment of interest earned on the Grant Funds, and declaration of ineligibility for the receipt of future funding awards from Agency. If, as a result of Grantee's default, Agency demands return of the Grant Funds or payment of interest earned on the Grant Funds, Grantee shall pay the amount upon Agency's demand in accordance with Section 2.A.4.

SECTION 7 - TERMINATION

A. Termination for Convenience. Grantee may terminate this Agreement at any time prior to the expiration date of this Agreement upon [15] days of written notice to Agency. Upon termination under this section by Grantee, Grantee shall repay Agency all amounts disbursed by Agency to Grantee under this Agreement. Agency may, at its sole discretion, terminate this Agreement by written notice to Grantee specifying the termination date. Grantee shall not incur any new obligations and shall cancel as many obligations as possible immediately upon receipt of the termination notification from Agency. Agency will reimburse Grantee for the non-cancelable obligations properly incurred up to the effective date of the termination notification. All Unexpended Funds shall be returned to Agency within 15 days of termination.

B. Agency Termination. Agency may terminate this Agreement:

- 1) Immediately upon written notice to Grantee, if Agency does not obtain sufficient funding and expenditure authorizations to allow Agency to meet its obligations under this Agreement.
- 2) Immediately upon written notice to Grantee if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that Agency does not have the authority to provide Grant Funds for the Project, or no longer has the authority to provide the Grant Funds from the funding source it had planned to use.
- 3) Immediately if Grantee fails to request the funds disbursement by June 30, 2025.
- 4) Upon 30 calendar days advance written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.

SECTION 8 - INSURANCE

A. Grantee shall obtain and maintain, and shall require any of its private contractors, subcontractors, or subgrantees to obtain and maintain, insurance covering Agency against liability and risk at least to the extent that similar insurance is customarily carried by entities performing project work as set forth within Exhibit B – Project Description and Statement of Work.

B. If the Project includes the construction, remodel, or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage, or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating, and maintaining similar property or facilities.

SECTION 9 – GENERAL PROVISIONS

A. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which Agency is jointly liable with Grantee (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Agency had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for

administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

B. Amendments. This Agreement may be amended only by a written instrument signed by both parties. Any such amendment is effective only when fully executed and approved as required by law.

C. Duplicate Payment. Grantee shall not be compensated for or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

D. No Third Party Beneficiaries. The State of Oregon and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

E. Notices. Except as otherwise expressly provided in this Agreement, any notice to be given hereunder to a party shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to that party’s Agreement Administrator at the address or number set forth on page 1 of this Agreement. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by email shall be effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system. Any notice given by personal delivery shall be effective when actually delivered.

Either party may designate a different Agreement Administrator or change the contact information given herein by providing notice in the manner provided in this section and such change shall be effective without need for amendment to this Agreement.

F. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between Agency (and any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. If a Claim must be

brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

G. Compliance with Law. Grantee shall comply with all applicable federal, state and local laws, regulations, executive orders and ordinances.

H. Public Records. All information and records submitted to Agency are subject to disclosure under Oregon's Public Records Law, as may be amended. If Grantee believes that any information or records it submits to Agency may be exempt from disclosure under the Public Records Law, Grantee must identify such information with particularity and include the following statement:

"This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192 and is not to be disclosed except in accordance with the Oregon Public Records Law."

If Grantee fails to identify with particularity the portions of such information that Grantee believes are exempt from disclosure, Grantee is deemed to waive any future claim of non-disclosure of that information. Grantee understands and agrees that information it identifies as exempt from disclosure may be subject to disclosure in accordance with the Public Records Law.

I. Oregon False Claims Act.

Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Agreement or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies available to Agency under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee.

J. Sensitive Information. Except for information that is already a matter of public record, Grantee shall not publish or otherwise disclose, except to Agency or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Unless otherwise required by law, information concerning the business of Agency, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by Agency, shall be kept confidential. Grantee shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the Grantee designates as confidential.

K. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

L. Assignment of Agreement, Successors in Interest. Grantee shall not assign or transfer any interest in this Agreement without the prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions, as Agency may deem necessary, including without limitation that Agency shall have reasonable access to the facilities of the assignee or transferee to the same extent as to the facilities of Agency as provided in this Agreement. No approval by Agency of any

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assignment or transfer shall be deemed to create any obligation of Agency in addition to those set forth in this Agreement nor will Agency's approval of an assignment or transfer relieve Grantee of any of its duties or obligations under this Agreement.

M. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning of or to interpret this Agreement.

N. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

O. Independent Contractors. The parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265, or otherwise.

P. Force Majeure. Neither Agency nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, natural causes or war which is beyond, respectively, the Agency's or Grantee's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

Q. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

R. Survival. All provisions of this Agreement which by their nature are intended to survive termination of this Agreement (including, but not limited to, remedies and record-keeping) shall survive termination of this Agreement.

Signatures on following page.

THE PARTIES, by execution of this Agreement of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.



Columbia County

STATE OF OREGON
Acting by and through its
Oregon Department of Energy

By: [Signature]
(Signature of Printed Name below)

By: Maxwell Woods
Maxwell Woods (Mar 14, 2025 12:09 PDT)
Maxwell Woods, Assistant Director

Date: 14-Mar-2025

Kellie Jo Smith, Commissioner
Printed Name/Title Chair

Date: 02.12.25

Danae Hammitt
Danae Hammitt, Designated Procurement Officer

Date: 24-Mar-2025

Janine Benner
Janine Benner (Mar 25, 2025 18:33 PDT)
Janine Benner, Director

Date: 25-Mar-2025

Oregon Department of Energy Standard State Grant Agreement
Approved for Legal Sufficiency by Email in accordance with ORS 291.047
Jeffrey B. Grant By Email Date: 4.17.2024
Assistant Attorney General
Contact: Jeffrey G. Grant/ jeffrey.b.grant@doj.state.or.us

Oregon Department of Energy Baseline CERP Grant Agreement:
Approved for Legal Sufficiency in accordance with ORS 291.047
Jeffrey B. Grant By Email Date: 5.24.2024
Assistant Attorney General
Contact: Jeffrey G. Grant/ jeffrey.b.grant@doj.state.or.us

Exhibit A – General Definitions**Definitions.**

The following capitalized terms have the meanings assigned below.

“Community energy resilience” means the ability of a specific community to maintain the availability of energy needed to support the provision of energy-dependent critical public services to the community following nonroutine disruptions of severe impact or duration to the state’s broader energy systems.

“Critical public services facility” includes a facility related to law enforcement, fire protection, health and medical services, sanitation services, fuel and fueling, public works and engineering, public information, and communications and emergency response.

“Environmental justice community” includes communities of color, communities experiencing lower incomes, communities experiencing health inequities, Tribal communities, rural communities, coastal communities, communities with limited infrastructure and other communities traditionally underrepresented in public processes and adversely harmed by environmental and health hazards, including seniors, youth, and persons with disabilities.

“Program deadline” means August 1, 2025.

“Project Start Date” means date work is anticipated to start on the project.

“Social vulnerability” means the level of resilience of communities in the response to external stressors such as disasters. Socioeconomic status, English language proficiency, physical disabilities, age, racial and ethnic minority status, housing type, and vehicle access are examples of factors that affect social vulnerability.

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EXHIBIT B – PROJECT DESCRIPTION AND STATEMENT OF WORK**A. GENERAL INFORMATION****INTRODUCTION**

The County Energy Resilience Program provides up to \$50,000 per county to develop an energy resilience plan. A plan must: 1) map current energy infrastructure, natural hazard risks, and communities that experience social vulnerability; 2) identify needs to increase resilience; 3) identify steps for implementation, and 4) receive input from environmental justice communities to identify communities that experience social vulnerabilities. The exact requirements for plan content are stipulated in [HB 3630](#).

SCHEDULE Rolling application window: May 22, 2024 to February 28, 2025

- Counties submit applications
- Applications reviewed for completeness and eligibility
- Counties and Agency complete grant agreements
- Funds disbursed
- Counties develop energy resilience plans
 - Interim reports due: October 31, 2024 and March 31, 2025
- Counties submit program completion form and copy of plan to Agency by August 1, 2025

B. AUTHORITY, OVERVIEW AND SCOPE**AGENCY OVERVIEW AND BACKGROUND**

The Oregon Department of Energy helps Oregonians make informed decisions and maintain a resilient and affordable energy system. We advance solutions to shape an equitable clean energy transition, protect the environment and public health, and responsibly balance energy needs and impacts for current and future generations.

On behalf of Oregonians across the state, the Oregon Department of Energy achieves its mission by providing:

- **A Central Repository of Energy Data, Information, and Analysis**
- **A Venue for Problem-Solving Oregon's Energy Challenges**
- **Energy Education and Technical Assistance**
- **Regulation and Oversight**
- **Energy Programs and Activities**

PROJECT OVERVIEW AND BACKGROUND

In 2023, in response to increased extreme weather events and public safety power shutoffs, the Oregon Legislature passed [HB 3630](#), which directed the Oregon Department of Energy to create a grant program to support Oregon counties with energy resilience planning. Specifically, HB 3630 provides up to \$50,000 per county to develop an energy resilience plan.

C. SCOPE OF WORK Deliverable: An energy resilience plan that includes the following, as set forth by the Oregon Legislature in [HB 3630](#):

- Be based on and plan for short-term, medium-term, and long-term power outages.
- Identify and map:
 - Existing energy infrastructure in the county including transmission lines, distribution lines, substations, and energy storage systems.
 - Natural hazard risks.
 - Communities that experience social vulnerability.
 - A county must consult with representatives from local environmental justice communities to identify and map communities that experience social vulnerabilities.
- Identify potential locations for community resilience centers and communication zones that the public may use to access electricity services during a power outage.
 - A county must use the locations of communities that experience social vulnerabilities to prioritize the potential locations of community resilience centers.
- Inventory the energy consumption needs of critical public services facilities. A “critical public services facility” includes a facility related to law enforcement, fire protection, health and medical services, sanitation services, fuel and fueling, public works and engineering, public information, and communications and emergency response.
- Identify critical public services facilities where the development of alternate energy generation and storage resources will meet local energy resilience needs.
- Identify opportunities to coordinate and locate energy infrastructure development to align with and support critical public services facilities.
- Identify time schedules, priorities, and potential funding sources for developing energy resilience.
- Identify other actions and resources needed to implement the energy resilience plan.
- The plan produced under this program should be formally adopted by the county and the plan should also be incorporated into the county’s natural hazard mitigation plan as stated in HB 3630 Section 2 (a) and (b). These actions do not have to be complete by the program deadline of August 1, 2025.
- Counties are required to complete biannual interim reports while active in the program. These will be due by October 31, 2024 and March 31, 2025.
- A county energy resilience plan complying with the requirements above is due to Oregon Department of Energy staff by August 1, 2025. The program completion form is due by this deadline as well.
 - If a plan is not complete, or all requirements for the plan content are not achieved by the program deadline of August 1, 2025, a county can request an extension of their performance agreement to December 31, 2025 in the August program completion report.
 - Counties who receive an extension through December 31, 2025 will be required to submit another interim reporting form by October 31, 2025, and a program completion form, as well as a copy of their final plan by December 31, 2025.
 - If a county has not completed their plan, or achieved all requirements for the plan content, by December 31, 2025, the county will be required to demonstrate that a good faith effort to complete the plan and requirements has been undertaken. Agency will request this information as part of the December program completion form. Agency may request additional information as needed. Agency will require a copy of the draft plan at this date. Agency may also request an

extension of the performance agreement to the anticipated termination date for the plan. Once the county has completed their plan, Agency requires a copy of the final version.

- Costs and payment:
 - Allowable costs:
 - County staff time, includes limited duration staff
 - Contracting with a technical assistance provider
 - Outreach costs, e.g. materials, event
 - Travel, e.g. mileage, hotel
 - Other, e.g. software.
 - Funds must only be spent on costs necessary for plan development. Agency staff are available to assist with determining allowable costs.
 - Agency will provide the grant funds to counties after completion of the grant agreement and receiving a disbursement request from the county.
 - If the grantee requests that all or some of the funds be paid directly to a technical assistance provider, Agency will require:
 - The amount to be paid to the provider.
 - A copy of the contract between the county and the technical assistance provider that provides the total cost of the technical assistance provider's work.
 - A copy of the scope of work detailing the provider's work to be complete for the energy resilience plan.
 - Agency will ask for a general accounting of the use of grant funds at the project completion deadline.
 - Upon completion of the energy resilience plan, Agency may request a return of any unspent funds.
 - Agency reserves the right to revoke funds if used for purposes other than those stipulated in this agreement.
 - If a county receives a performance agreement extension from August 1, 2025 to December 31, 2025 and the plan is not complete, or all requirements for the plan content are not achieved by December 31, 2025, Agency will not request a return of funds provided that a good faith effort to complete the plan and requirements has been undertaken. Agency reserves the right to revoke funds if a county cannot demonstrate that a good faith effort was undertaken.
 - Once the plan is complete, Agency requests a final accounting of all use of grant funds, if they were not all spent at December 31, 2025. Agency may request a return of any unspent funds at this time.

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SECTION D: Project Data

Project Manager Name	Suzie Dahl, Land Development Services Director, suzie.dahl@columbiacountyor.gov , 503-397-7242
Organization Name	Columbia County
Organization Type	Government
Counties in cohort (if applicable):	N/A
Agency PA Number	#25-091

If Agency will be paying out funds to a technical assistance provider provide the information below:

Technical Assistance Provider Name:	N/A
Amount of Funds to be Disbursed from Agency to Provider:	N/A

The remaining amount, if any, will be disbursed to the grantee upon their submission of a funds request (see Exhibit C, Section 3).

Project Schedule Baseline

Project Start	02/18/2025
Anticipated Project Completion	08/01/2025

Project Budget Baseline

Project Costs	
Total Project Cost	\$ 65,000
Total Grants/Incentives/Other Funding	\$ 15,000 (In-kind staff time)
Projected Agency Grant Awarded	\$ 50,000
Total Funding	\$ 65,000

Notes and Definitions:

The remainder of this page is left blank intentionally.

Exhibit C – Special Conditions**Disbursements****Disbursement Provisions**

- 1) Disbursement under this Agreement shall not exceed the maximum amount of award listed in Section 1.B of the Agreement.
- 2) Grantee shall submit one request for funds to receive grant funds up front. To be processed for payment by Agency, the request for funds shall include the following basic information:
 - A. Agreement #25-021,
 - B. date of request,
 - C. Grantee federal EIN,
 - D. amount being requested,
 - E. a completed W-9
 - F. the following statement, followed by the signature of a person employed by Grantee with the authority to certify this statement:

“By signing this funds request, the undersigned individual certifies that the individual understands that all statements and representations contained in or attached to this document are subject to the Oregon False Claims Act, ORS 180.750 to 180.785.”

Grantee shall send funds request to the County Energy Resilience Program email: county.resilience@energy.oregon.gov.

Grantee shall not indicate or invoice for any past due amounts in the current funds request. All such notifications of a past due amount must be handled by a separate statement of account.

For funds requests to be paid directly to the technical assistance provider, Agency will require the technical assistance provider submit a funds request with all the required elements detailed above. In addition, the grantee must submit:

- A copy of the contract between the county and the technical assistance provider
- A copy of the scope of work detailing the work to be provided by the technical assistance provider on the project

The funds disbursement to the technical assistance provider will equal the amount provided in Exhibit B, Section D of this grant agreement. If this amount is not equal to the total amount of funds awarded to the grantee under this program, the grantee must submit a request for funds for the remaining amount.

Agency shall have the right to reject any funds request which does not have the information required by this section.

Exhibit D Reporting Forms

PDFs of interim and project completion reporting forms through program deadline to be attached as part of CSR submission.

Not including October 2025 interim report or December program completion report, for counties that extend the performance agreement, as these forms won't be utilized by all grantees.

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County Energy Resilience Program

March 2025 Interim Reporting Form

Section 1. Overview

1.1 County Name

County Name: _____

Counties in Cohort (if applicable): _____

1.2 Form Preparer Information

This form should be filled out by a county representative. This individual does not have to be an authorized signatory for the county.

Name: _____

Title: _____

Section 2. Progress Update

2.1 Progress Update

Please describe the progress you have made on your plan since the last interim report (October 2024):

If you began the program after October 2024, please describe your progress from the time you began in the program.

County Energy Resilience Program

March 2025 Interim Reporting Form

Section 2. Progress Update

2.2 Use of Funds

2.2.1 Have you expended any funds since the last interim report (October 2024)? Yes No

2.2.2 If yes, please provide the approximate amount of funds used and briefly describe what you used funds on:

Amount: _____

Use: _____

Approved uses of funds for the program include: county staff time, hiring a technical assistance provider, outreach costs, travel, and other expenses necessary for plan development. ODOE staff can help determine allowable costs.

Section 3. Upcoming Work

3.1 Goals

Please describe your goals for progress between now and the program deadline of August 1, 2025:

County Energy Resilience Program

March 2025 Interim Reporting Form

Section 3. Upcoming Work

3.2 Challenges

Are there any challenges you've run into so far or you anticipate that may affect your progress? Please note any areas in which you think ODOE may be able to provide assistance.

Submit your form to: county.resilience@energy.oregon.gov



County Energy Resilience Program

August Program Completion Form
Agreement No. 25-021 Columbia County

Contents

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[Section 2. Plan Overview](#)4

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County Energy Resilience Program

August Program Completion Form
Agreement No. 25-021 Columbia County

Section 1. Expense Overview

1.1 County Name

County Name: _____

Counties in Cohort (if applicable): _____

1.2 Disbursement Amount

Please provide the total amount of grant funds disbursed to your county under this program:

Disbursement Amount: _____

1.3 Use of Funds

1.3.1 Did you spend all the funds? Yes No

1.3.2 If you did not spend all your funds, please provide the amount remaining:

Amount: _____

1.3.3 Did you spend the funds solely on the approved cost categories shown below in 1.3.4?

Yes No

1.3.4 Mark the categories you spent funds in:

- County staff time
- Contracting with a technical assistance provider
- Outreach costs, e.g. materials, event
- Travel, e.g. mileage, hotel
- Other, e.g. software

If you marked **other**, please describe expenses in this category: _____

County Energy Resilience Program

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Section 1. Expense Overview

1.3 Use of Funds (continued)

1.3.5 Please provide the approximate amount of funds you spent in each of the categories you marked in 1.3.4:

County Energy Resilience Program

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Section 2. Plan Overview

2.1 Plan Completion

Did you complete your county, or multi-county, energy resilience plan? Yes No

If you selected no, please proceed to Section 4.

2.2 Plan Content

Did you include all required content (listed below) in your plan? Yes No

If you selected no, please proceed to Section 4.

2.2.1 Please check the box for each required piece of plan content to confirm it is included in your plan:

- Based on and plans for short-term, medium-term, and long-term power outages.
- Identifies and maps:
 - Existing energy infrastructure in the county including transmission lines, distribution lines, substations, and energy storage systems.
 - Natural hazard risks.
 - Communities that experience social vulnerability.
- Consulted with representatives from local environmental justice communities to identify and map communities that experience social vulnerabilities.
- Identifies potential locations for community resilience centers and communication zones that the public may use to access electricity services during a power outage.
- Uses the locations of communities that experience social vulnerabilities to prioritize the potential locations of community resilience centers.
- Inventories the energy consumption needs of critical public services facilities.
- Identifies critical public services facilities where the development of alternate energy generation and storage resources will meet local energy resilience needs.



County Energy Resilience Program

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Section 2. Plan Overview

2.2 Plan Content (continued)

2.2.1 (continued) Please check the boxes of each of the required pieces of plan content to confirm each is included in your plan:

Identifies opportunities to coordinate and locate energy infrastructure development to align with and support critical public services facilities.

Identifies time schedules, priorities, and potential funding sources for developing energy resilience.

Identifies other actions and resources needed to implement the energy resilience plan.

For cohorts: plan provides the above content for each county in your cohort.

2.3 Plan Submission

Please submit a copy of your completed plan with this form.

2.4 Return of Unspent Funds

If you indicated you did not spend all your funds in 1.3.1, the remaining funds may need to be returned to ODOE. The program coordinator will follow up with you.

County Energy Resilience Program

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Section 3. County Adoption and Natural Hazard Mitigation Plan Incorporation

Please only complete this section if your plan and all the required content has been completed.

3.1 Plan Adoption

Has your energy resilience plan been adopted by your county? *For cohorts, please provide a brief response for each county in your cohort.*

3.2 Next Steps for Adoption

If your plan has not yet been adopted, please describe your next steps to proceed with adoption. *For cohorts, please provide a brief response for each county in your cohort.*

County Energy Resilience Program

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Section 3. County Adoption and Natural Hazard Mitigation Plan Incorporation

Please only complete this section if your plan and all the required content has been completed.

3.3 Natural Hazard Mitigation Plan Incorporation

Has your energy resilience plan been incorporated into your natural hazard mitigation plan (NHMP)? If not, please describe your plan to incorporate the energy resilience plan into your NHMP. *For cohorts, please provide a brief response for each county in your cohort.*

County Energy Resilience Program

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Section 4. Incomplete Plans

Please only complete this section if your plan and the required content is **not** yet complete.

4.3 Request for Extension

Would you like to request an extension of your performance agreement through December 31, 2025:

Yes No

The program coordinator will follow up with you regarding next steps.

4.1 Explanation of Progress

Please briefly explain why your plan and/or all required content is not yet complete. Please describe the factors that led to this outcome.

4.2 Work Remaining

Please describe the work that remains to be done on your plan:

County Energy Resilience Program

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Section 4. Incomplete Plans

Please only complete this section if your plan and the required content is **not** yet complete.

4.2 Work Remaining (continued)

4.3 Use of Remaining Funds

If you indicated you have not spent all of your funds in 1.3.1, please provide your plan to utilize the rest of the funds.

4.3 Anticipated Obstacles

Are there any obstacles you anticipate that may affect your ability to finish this work in the next five months? Do you have any ideas to help address them? Please note any areas in which you think ODOE may be able to provide assistance.



County Energy Resilience Program

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Section 4. Incomplete Plans

Please only complete this section if your plan and the required content is **not** yet complete.

4.3 Anticipated Obstacles (continued)



County Energy Resilience Program

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Section 5. Recommendations (Optional)

ODOE will have the opportunity to present recommendations to the Legislature for improvements to this program and for future energy resilience planning efforts. We welcome your input below to help shape those recommendations. *This is an optional section of the reporting form.*

5.1 Improvements to Program

What recommendations do you have to improve this grant program?

5.2 Tips for Success

Based on your experience, what recommendations, if any, would you make to a county pursuing energy resilience planning to help them have a successful effort?

5.3 Additional Resources

Are there additional resources that could have helped you in your energy resilience planning process? Please specify.



County Energy Resilience Program

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Section 5. Recommendations (Optional)

5.3 Additional Resources (continued)

5.4 Future Planning

Do you anticipate a need for further energy resilience planning in your community? Please describe.

5.5 Additional Information

Is there anything else you'd like to share regarding your experience in the program, your energy resilience planning effort, or energy resilience in your community?

County Energy Resilience Program

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Section 6. Signature

By signing this form I confirm that I completed it honestly and understand and agree to the information and stipulations included.

This form must be signed by an individual with signatory authority for the county. This should be the same individual who signed the performance agreement with ODOE. If this person is not available, please contact the [program coordinator](#).

Name: _____ Title: _____

Authorized Signatory: _____ Date: _____

Submit your form to: county.resilience@energy.oregon.gov