

RESOLUTION 2020 - 09

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING
THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH
PACIFIC POWER TO INSTALL (4) ELECTRIC VEHICLE
CHARGING STATIONS (EVCS) ON S. 5TH STREET**

WHEREAS, the City of Sunnyside is responsible for the operation and maintenance of all city infrastructure, and also looks for new and innovative opportunities that enhance the community and accommodate future growth; and

WHEREAS, there have been requests by the public and local businesses to install EVCS in the downtown area to accommodate current and future patrons; and

WHEREAS, the City submitted a grant application with Pacific Power to fund the purchase and installation of (4) EVCS in November of 2019; and

WHEREAS, on February 24, 2020, the City was notified by Pacific Power that our grant had been approved in the amount of \$49,716.00; and

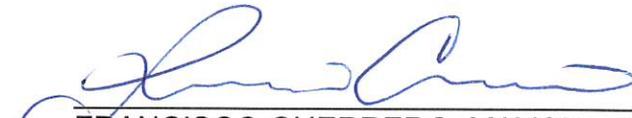
WHEREAS, the City Council finds and determines that authorizing the City Manager to execute the grant agreement with Pacific Power to fund the purchase and installation of (4) EVCS units along S. 5th Street, is in the best interest of the residents of the City of Sunnyside and will promote the general health, safety and welfare; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the City Council of the City of Sunnyside hereby authorizes the City Manager to execute a grant agreement with Pacific Power to purchase and install (4) EVCS, attached hereto as Exhibits "A", and act on behalf of the City of Sunnyside and to take all actions reasonable and necessary to administer these funds with full contractual authority.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 9th day of March, 2020.


FRANCISCO GUERRERO, MAYOR

ATTEST:


JACQUELINE RENTERIA, CITY CLERK

APPROVED AS TO FORM:

KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside



Grant Agreement – Q4 2019 Electric Vehicle Charging Grant

PacifiCorp d/b/a Pacific Power (Pacific Power) will provide up to \$49,716.00 to City of Sunnyside (Recipient) to support the installation of electric vehicle charging infrastructure at the resort lower parking lot, upon completion of the project and confirmation that all award recipient requirements have been met.

Project information may be made publically available and used for regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.

This grant funding award amount is based on the information provided in the application and during the evaluation process. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the grant funding award amount. All modifications to the project design/scope including those attributes listed below must be submitted for approval using the change request form provided by Pacific Power.

I. PROJECT ATTRIBUTES

- Install an Electric Vehicle Charging project with the attributes described in the table below:

Award Recipient	City of Sunnyside	Pacific Power Recognition	Permanent signage acknowledging Pacific Power's contribution; acknowledgment on website, events, and in any media/press releases
Technology	SemaConnect Level 2 Commercial		
Number of chargers*	2 dual port chargers, 4 ports		
Project location	Roadway	Data Sharing Plan	City of Sunnyside will provide Pacific Power with administrative-level login into view usage data and download reports
Data Available	Real time usage via SemaConnect online portal		
Project address	NW corner of 5th and Franklin, Sunnyside, WA 98944	Education Plan	Signage, media mentions and published materials, website information, local advertisements
Accessibility	Public		
Online date	8/1/2020		
Funding award**	Up to \$49,716		

* Awards are competitive and funding is limited. If your project does not include the number of chargers listed above, funding may be reduced or rescinded.

**The funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final funding amount.

- Install electric vehicle charging infrastructure by Saturday, August 01, 2020.

Extensions to this timeline may be considered on a case-by-case basis. Recipient understands that if the project is not completed by Saturday, August 01, 2020, funding may be rescinded unless a Pacific Power change order form is submitted and approved by the Electric Transportation Project Manager at Pacific Power.

- Install a project that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project. The funding award must be repaid at a prorated rate to Pacific Power within 60



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days if the project leaves the Pacific Power system within 10 years of the final grant funding award payment.

- Install electric vehicle charging infrastructure that is owned by a non-residential Pacific Power customer authorized to make improvements at the site.
- Utilize a contractor licensed in the state where the project will be installed and conform to all county/state building and electrical codes and utility connection requirements, which includes general requirements and may require one or more studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the electric vehicle charging infrastructure to the utility system. Recipient understands that they may be responsible for purchasing and installing any necessary protection equipment - that is any system upgrades due to impacts from the proposed project is recipient's financial responsibility.
- Install only new equipment, which must be evident in the documentation (invoice or signed contractor proposal).
- Install a usage monitoring system that includes a mechanism for sharing station data with Pacific Power. Provide project data, including but not limited to KWh and usage data on a monthly basis for the life of the project. The funding award must be repaid at a prorated rate to Pacific Power within 60 days of written notice if the project continues to operate but ceases to provide data.

Information collected may be made publically available and used for regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.

- For projects located in Oregon, grant or transfer to Pacific Power title to all Oregon Clean Fuel Program Credits generated by each of the chargers installed at the project site as a result of grant funding.

II. USE OF GRANT FUNDS

Apply grant funds only to upfront costs associated with the installation and activation of approved equipment and approved outreach and education expenses. Funds cannot be used to cover expenses such as fees incurred for project estimates or bids, administrative or project management costs, renewable energy equipment such as solar panels, energy storage equipment, vehicle purchase or lease, and structural or other site improvements that would occur without the installation of electric vehicle charging infrastructure, such as landscaping or re-roofing.

Final grant funding amount cannot exceed total eligible project costs. Final reimbursement may be adjusted for changes in project costs, scope, and/or funding sources.

Grant payments from PacifiCorp to non-residential customers represent taxable income to the recipient and are required to be reported to the Internal Revenue Service via a 1099 form unless the customer is exempt from 1099 reporting (i.e. corporations, tax-exempt organizations, governmental agencies).

III. AWARD RECIPIENT DELIVERABLES

- **Quarterly updates:** Provide a quarterly progress report on the 30th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by completing the quarterly progress report form provided by Pacific Power and emailing it to plugin@pacificpower.net. The first report will be due by Tuesday, March 31, 2020.



- **Change requests:** Complete and submit the change request form provided by Pacific Power for any material change in project scope from project attributes listed in the table above, conveyed in the funding application, or communicated during the evaluation process.
- **Financing plan:** Demonstrate to Pacific Power's satisfaction by Monday, June 29, 2020 via a written communication directed to plugin@pacificpower.net that all funds necessary to complete the project have been secured. If the project has not secured financing for the additional amounts required by Monday, June 29, 2020, the project may forfeit its right to the funds reserved for the project.
- **Ongoing communication:** Keep the Electric Transportation Project Manager apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.
- **Project completion and reimbursement:** Upon completion of project installation and activation, complete and submit the final report form provided by Pacific Power along with required supplemental documentation and photos to plugin@pacificpower.net. Final reporting must be submitted no more than sixty (60) days following the project's official on-line date.

Note: Pacific Power will not be responsible for any lost documentation related to these award requirements.

IV. EDUCATION AND OUTREACH REQUIREMENTS

- **Pacific Power Recognition statement:** Include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the grant-funded project, "This project was made possible with support from Pacific Power." Contact plugin@pacificpower.net with questions about use and modification of this language.
- **Approvals:** Seek prior approval from Pacific Power for all materials that use the Pacific Power logo.
- **Celebrations and publicity:** Celebrate the project completion through one or all of the following per the Education Plan listed in the table above: media event, tour, media advisory, press announcement, stakeholder communications. Pacific Power representatives must be provided an opportunity to participate in celebrations.
- **Permanent recognition:** Develop at least one piece of permanent, onsite signage that publicly recognizes the contribution of Pacific Power. Pacific Power can provide samples and support the development of content and messaging.
- **Pacific Power Communications:** Allow Pacific Power to include information regarding your project in communication material used by Pacific Power. This includes Pacific Power's right to use photographs of the facility in brochures and internet pages for purposes of supporting customer programs.

Contact plugin@pacificpower.net for approvals and guidance.

V. REIMBURSEMENT

Reimbursement will be remitted within thirty business (30) days of confirmation that all funding requirements, including reporting and documentation, have been met. Reimbursement will be remitted directly to the applicant or to their designated assignee as directed by the award recipient. Reimbursement will be distributed once the project is complete and verified through the following steps:

- City/county permitting finalized, including electrical inspection.
- Utility has approved installation for operation (if deemed necessary by Pacific Power estimator)



- Usage data is accessible and shared with Pacific Power
- Data sharing plan is in place and will continue for the life of the project
- Final report form is submitted and approved by Pacific Power, along with:
 - Itemization of each eligible project expense – i.e. labor, permits, equipment, and materials.
 - Copies of detailed invoices documenting total and eligible costs and supporting itemization of expenses
 - Documentation of each outside funding source
 - Photos of the installation (.jpg) photos
 - Photos of signage and other educational collateral
 - Documentation of education and outreach efforts (e.g. press coverage, celebrations, etc.)

VI. OVERALL ACKNOWLEDGEMENT OF TERMS

Recipient certifies that Recipient is a non-residential Pacific Power customer authorized to make site improvements at this location. Recipient understands that this funding award, as specified in Section I above, is to, among other things, "Install electric vehicle charging infrastructure that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project." Accordingly, Recipient agrees to refund the award in a pro-rated amount should the project cease to be served by Pacific Power. The repayment for leaving Pacific Power's service ("Exit Repayment") will be determined by and subject to the following terms:

- Exit Repayment will be determined by the follow equation,
 - $\text{final grant funding award} \times (120 - \text{service delivery term}) / 120$,
- Service Delivery Term is the number of months between the month the Final grant funding award was made and the month Recipient terminated its electric service.
- For determining the repayment, the dates will be the first day of the month in which they occur.

Additionally it is understood that providing usage data is essential to this program. Accordingly, Recipient agrees to refund the award on a pro-rated basis in full should the project cease to provide usage data to Pacific Power on a monthly basis over the life of the project. If the project continues to operate but Recipient ceases to provide data to Pacific Power, Recipient is obligated to repay the pro-rated amount to Pacific Power within 60 days of written request. The repayment for ceasing to provide data ("Data Default Repayment") will be determined by and subject to the following terms:

- Data Default Repayment will be determined by the follow equation,
 - $\text{final grant funding award} \times (60 - \text{data delivery term}) / 60$
- Data Delivery Term is number of months between the month the Final grant funding award was made and the month Recipient ceased providing data.
- For determining the repayment, the dates will be the first day of the month in which they occur.

Recipient additionally consents to Pacific Power publicly distributing this usage data.

Recipient has reviewed and understands the terms and conditions of receiving Electric Vehicle Charging Grant funding and represent and warrant to Pacific Power that the party below is authorized to sign this agreement on behalf of Recipient.

Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS



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AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN NO EVENT SHALL PACIFIC POWER BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to plugin@pacificpower.net.

Signature Page

Funding recipient acceptance of Grant Agreement

City of Sunnyside, (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving an Electric Vehicle Charging Grant funding award and agree to the requirements and conditions described in this agreement.

Recipient also acknowledges that Pacific Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the electric vehicle charging infrastructure installed or the electrical contractor, including but not limited to those concerning the electrical contractor's experience qualifications or background, the amount of energy consumed, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. Recipient understands that Pacific Power's liability is limited to the funding award and under no circumstances will Pacific Power be liable to the customer or electrical contractor for any further amounts.

Recipient releases and hereby indemnifies Pacific Power, its parent, board, officers, employees and agents against any claim made, action, damages, order or other legal liability in association with Recipient's anticipated receipt of or use of funds under this agreement.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company: _____

Pacific Power Acceptance

Signature: _____

Date: _____

Printed Name: _____

Title: _____

