

INTERLOCAL CONTRACT #2017-CPU-08

between

CLARK PUBLIC UTILITIES
PO Box 8900, Vancouver, Washington 98668

and


CLARK COUNTY
P.O. Box 5000, Vancouver, WA 98666

Program: CPU Weatherization Funding
Contract Period: January 1, 2017 – December 31, 2027
Total Contract Amount: Not to exceed \$5,000,000

CPU Program Contact	County Program Contact	County Fiscal Contact
Larry Blaufus 360-992-3598 lblaufus@clarkpud.com	Mike Selig 360-397-2075 x4540 mike.selig@clark.wa.gov	John Jokela 360-397-2075 x7883 john.jokela@clark.wa.gov

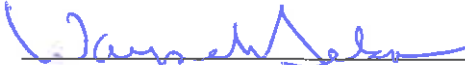
By signing below, Clark Public Utilities hereinafter referred to as "CPU" and Clark County, hereinafter referred to as the "County," agree to the terms of this Interlocal Contract.

FOR CLARK COUNTY:

DocuSigned by:
 2/21/2017
FB5426E8B9FA42C...
Mark McCauley, County Manager

Date Signed: _____

FOR CLARK PUBLIC UTILITIES:


Wayne Nelson, General Manager

Date Signed: 2-7-17

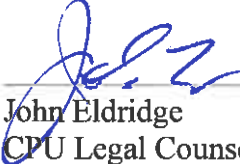
APPROVED AS TO FORM:

DocuSigned by:

F6B2CB11526542F...
Amanda Migchelbrink
Deputy Prosecuting Attorney

Date Signed: 2/9/2017

APPROVED AS TO FORM:


John Eldridge
CPU Legal Counsel

Date Signed: _____

1. PURPOSE

The purpose of the weatherization program described in this contract is to provide weatherization assistance to income-qualified citizens of Clark County. In accordance with RCW 39.34 (Interlocal Cooperation Act) CPU and the County are entering into this Interlocal Contract to combine CPU weatherization assistance funds with County-managed local, state, and federal funds to provide a more complete and comprehensive program delivery than if CPU and the County proceeded separately.

2. ADMINISTRATION

CPU and the County agree to consolidate and jointly manage the weatherization program described herein.

3. APPLICABILITY OF LAW

3.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the parties that this Contract, as amended, shall be governed by laws of the State of Washington, both as to interpretation and performance.

3.2. Venue shall be Clark County, Washington.

4. ASSIGNMENT

This Contract may not be assigned by either party without the written consent of the other.

5. CONTRACT PERIOD

The contract period is listed on the signature page of this contract.

6. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be exchanged by electronic transmission, including by email, and executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

7. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto, and

any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

8. FUNDING

- 8.1. On or about February 1, 2017, CPU will transfer \$200,000 in initial funding to the County. These funds will be combined with any remaining funds previously provided by CPU. The County shall then distribute the funds in accordance with the Statement of Work shown in the attached Exhibit A.
- 8.2. CPU shall then transfer an additional \$200,000 when the initial funds have been expended.
- 8.3. CPU may transfer additional funding by providing written notice to the County Program and Fiscal Contacts listed on the signature page (an email message is acceptable). No County signature shall be required so long as all other contract terms remain the same.

9. INDEMNIFICATION

CPU and the County do indemnify and promise to defend and hold harmless the other party, its elected officials, officers, employees and agents from, against, and to the extent of any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees, incurred as a result of that parties negligent conduct or omission.

10. PROPERTY

No real or personal property shall be purchased or acquired under this Contract.

11. RELATIONSHIP OF THE PARTIES

Each party shall use their own employees to perform their respective duties under this Contract. The County, its agents, employees, officers or representatives are not employees of CPU for any purpose. CPU, its agents, employees, officers or representatives are not employees of the County for any purpose.

12. SEVERABILITY

The parties agree that if any part, term, or provision of an agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

13. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

14. TERMINATION

14.1. Either party shall have the right to terminate this Contract, in whole or in part, with or without cause, by providing no fewer than thirty (30) calendar days written notice.

14.2. Upon termination of this Contract any unexpended balance of Contract funds shall be returned to CPU. CPU agrees to reimburse the County for funds expended prior to termination.

14.3. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

15. THIRD PARTY BENEFICIARY

This Contract shall not be construed to confer any rights or remedies hereunder upon anyone other than the parties of this Contract.

EXHIBIT A

STATEMENT OF WORK

1. Except as provided elsewhere in the Contract, the County shall provide weatherization measures and funds only to Clark County residents that reside in electrically heated homes.
 - 1.1. All weatherization work performed shall comply with current United States Department of Energy (DOE), United States Department of Health and Human Resources (HHS), Bonneville Power Administration (BPA) and Matchmaker (MM) program policies and procedures and with Washington State Department of Commerce (Commerce) Weatherization Specifications.
 - 1.2. Only single-paned windows will be replaced. All window installations will comply with CPU and BPA low income weatherization program requirements and specifications, which are incorporated by reference. Additionally, all windows must meet savings-to-investment ratios (SIRs) as required by DOE. This determination will be reached utilizing the Targeted Retrofit Energy Analysis Tool (TREAT) computerized audit or DOE approved WA State Commerce Weatherization Priority List of Measures.
 - 1.3. Funding may be used for the installation of ductless heat pumps.
 - 1.4. CPU funds may also be used for ventilation, infiltration, and duct wrapping in accordance with County program standards.
2. CPU dollars may be invested in the following baseload measures, regardless of heat source: LED lighting, CF lighting, hot water tank replacement, and water conservation measures.
3. If approved by CPU, additional limited funds may also be used for
 - 3.1. Emergency heat repair and replacement in electrically heated homes,
 - 3.2. Weatherization related repairs in electrically heated homes,
 - 3.3. Miscellaneous electric energy/water related repairs regardless of heat source.
4. All project funds shall be expended in the form of grants to facilitate conservation measures to eligible program participants.
5. Administrative, program support, and overhead costs charged shall be reasonable, and may not exceed 25% of funding dollars.
6. The County shall report to CPU a summary of expenditures and activities on a monthly basis that contains all the BPA documentation requirements.

7. CPU and the County will retain BPA required documentation information for no less than five years to be available to BPA upon request. Included will be documentation of the total number of individuals in the household and proof that the end-users income eligibility was reviewed from a verifiable source (e.g., pay stub, copied of IRS form 1040, Section 8 eligibility, certification by a CPA agency, etc.).
8. CPU will be credited and will report to BPA all savings achieved in their service territory funded through this weatherization program contract.