

**EXECUTIVE/COUNCIL APPROVAL FORM**

<b>MANAGEMENT ROUTING:</b>		<b>TO:</b>	<b>COUNCIL CHAIRPERSON:</b>
EXECUTIVE	Dave Somers		<b>SNOHOMISH COUNTY COUNCIL</b>
EXEC. DIRECTOR	Susan Neely		
DIRECTOR/ELECTED	Mary Jane Brell Vujoyic		<b>EXECUTIVE RECOMMENDATION:</b>
DEPARTMENT	Human Services	<input checked="" type="checkbox"/>	Approve <input type="checkbox"/> No Recommendation
DIV. MGR.	Jackie M. Anderson	<input type="checkbox"/>	Further Processing
DIVISION	Housing & Comm. Svcs	<input type="checkbox"/>	Requested By
ORIGINATOR	Matthew Bell		SUSAN NEELY
DATE <u>4/24/19</u>	EXT. <u>7202</u>		Executive Director <u>4/29/19</u>
			Executive Office Signature <u>Susan Neely</u>
			CEO Staff Review <u>Cep</u> APR 26 2019
			Received at Council Office <u>AM 10:30 4/29/19</u>

**DOCUMENT TYPE:**

<input type="checkbox"/> BUDGET ACTION:	<input type="checkbox"/> GRANT APPLICATION
<input type="checkbox"/> Emergency Appropriation	<input checked="" type="checkbox"/> ORDINANCE
<input type="checkbox"/> Supplemental Appropriation	<input type="checkbox"/> Amendment to Ord. # _____
<input type="checkbox"/> Budget Transfer	<input type="checkbox"/> PLAN
<input checked="" type="checkbox"/> CONTRACT:	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> New	
<input type="checkbox"/> Amendment	

**DOCUMENT / AGENDA TITLE:**  
 Public Utility District No. 1 of Snohomish County 2019-2020 Low Income Weatherization Agreement

**APPROVAL AUTHORITY:**

EXECUTIVE	<input type="checkbox"/>	COUNCIL	<input checked="" type="checkbox"/>
CITE BASIS	<u>SCC 3.04.140 (1)</u>		

**HANDLING:** NORMAL  EXPEDITE  URGENT  DEADLINE DATE \_\_\_\_\_

**PURPOSE:**  
 Approve and authorize the County Executive to execute of the 2019-2020 Low Income Weatherization Agreement with Public Utility District No. 1 of Snohomish County

**BACKGROUND:**

The Public Utility District No. 1 of Snohomish County has opted to contract directly with Snohomish County for funds previously attached to the State Dept. of Commerce Matchmaker funds through 12/31/2020. Upon execution of this agreement, \$250,000 will be made available via reimbursements for providing Weatherization improvements to electrically-heated homes in Snohomish County. Starting January 1, 2020, an additional \$250,000 will be available for a total contract amount of \$500,000.

The outcome is to improve the energy efficiency of low income housing. Toward that end, this grant will provide administration and delivery of low-income weatherization and repair services to households in Snohomish County. Families will be better able to understand and control their energy use, and more units of safe affordable housing will be maintained throughout the County.

SCC 3.04.140 (1) states that contracts for intergovernmental services shall be awarded and approved by the county council except those for \$50,000 or less which may be awarded and approved by the county executive.

**FISCAL IMPLICATIONS:**

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
124-504220(xxxx)	\$25,000	\$25,000	
124-504221(xxxx)	\$50,000	\$50,000	
124-5042224188	\$175,000	\$175,000	
TOTAL	\$250,000	\$250,000	

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
124-3042204590	\$25,000	\$25,000	
124-3042214590	\$50,000	\$50,000	
124-3042224590	\$175,000	\$175,000	
TOTAL	\$250,000	\$250,000	

**DEPARTMENT FISCAL IMPACT NOTES:**

There is no impact to County General revenues as a result of this action. All costs will be reimbursed with funds awarded under the contract. The grant is not subject to a match requirement. Sufficient budget authority is available at the program level. The 2020 portion will be submitted with the 2020 budget package.

BUDGET REVIEW: Analyst VMD Administrator PH Recommend Approval ✓

**CONTRACT INFORMATION:**

ORIGINAL	<input checked="" type="checkbox"/>	CONTRACT #	2019-20 Low Income Weatherization Agreement	AMOUNT	\$500,000
AMENDMENT	<input type="checkbox"/>	CONTRACT #		AMOUNT	\$

**CONTRACT PERIOD:**

ORIGINAL	Start	Upon Execution	End	12/31/2020
AMENDMENT	Start		End	

**CONTRACT / PROJECT TITLE:**

**2019-2020 Low Income Weatherization Agreement**

**CONTRACTOR NAME & ADDRESS (City/State only):**

**Public Utility District No. 1 of Snohomish County  
Everett, Washington**

**APPROVED:**

RISK MANAGEMENT Yes  No

COMMENTS Letter of Insurance included Juanita Baer 4/24/19

PROSECUTING ATTY - AS TO FORM: Yes  No

**OTHER DEPARTMENTAL REVIEW / COMMENTS:**

**ELECTRONIC ATTACHMENTS:** Council 20068117  
 G:/ECAF/Dept/04\_humansvcs/2019/SnoPUD/SnoPUD\_Weatherization\_ECAF.docx  
 G:/ECAF/Dept/04\_humansvcs/2019/SnoPUD/SnoPUD\_Weatherization\_Worksheet.docx  
 G:/ECAF/Dept/04\_humansvcs/2019/SnoPUD/SnoPUD\_Weatherization\_Ordinance.docx

**NON-ELECTRONIC ATTACHMENTS:**

2 Original 2019-20 Low Income Weatherization Agreement Contracts including:  
 Exhibit A: Maximum Funding Amounts  
 Exhibit B: 2019 - 2020 Measure Incentive Amounts  
 Letter of Insurance from Risk Management

**GRANTS ECAF  
SUMMARY WORKSHEET**

**I. REVENUE:**

Revenue Source	Original Grant	Amendment(s)	Total	Match
PUD Matchmaker Funds	\$500,000		\$500,000	
<b>Total</b>	<b>\$500,000</b>		<b>\$500,000</b>	

**II. EXPENDITURES:**

Item/Service	Original Grant	Amendment(s)	Total	Match
Administration	\$50,000		\$50,000	
Program Support	\$100,000		\$100,000	
Weatherization Direct Service	\$350,000		\$350,000	
<b>Total</b>	<b>\$500,000</b>		<b>\$500,000</b>	

**III. FTE's:** List any new FTEs that will be required. (N/A if not applicable)

Quantity	Classification	Type (Regular or Project)	Duration

**IV. SC 17 Completed:**  Yes

**V. Revenue Information**

Was grant **revenue** included in the current year's budget?  Yes  No

If "no" check appropriate box for accompanying action request. n/a (covered within existing appropriation)  Budget Transfer  Supplemental Appropriation  Emergency Appropriation

Will related program be terminated at grant end date?  Yes  No Date

a. If no, what is the source of ongoing funding?

b. If yes, what costs might the County expect to incur at termination (including possible unemployment compensation costs)? None expected

**VI. PROJECTED ADDITIONAL COUNTY COST IMPACT:** (N/A if in current budget)

Source/Narrative	Current Year	Next Year	Ongoing Annual
	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Will potential increase of future County funds be required? (If "yes" complete a. and b. below.)  Yes  No

a. Include a brief description of costs

b. Describe how program will be funded after grant expires.

Was this **work** included in the current year's approved budget and work plan?  Yes  No

If match is required, does this Grant allow use of already authorized County expenditures to achieve the match?  Yes  No  N/A

**If responding "no" to both of above questions:**

What cuts or reductions in service will be implemented to reduce or offset the increased cost to the County due to the grant?

**VII. PROJECTED COUNTY SAVINGS:** (N/A if in current budget)

Source/Narrative	Current Year	Next Year	Ongoing Annual
Total			

Describe the projected short and long term saving or cost reductions to existing sources, including county general funds, as a result of the grant program:



1 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

\_\_\_\_\_  
Council Chair

ATTEST:

\_\_\_\_\_  
Asst. Clerk of the Council

- ( ) APPROVED
- ( ) EMERGENCY
- ( ) VETOED

DATE: \_\_\_\_\_

\_\_\_\_\_  
County Executive

ATTEST:

\_\_\_\_\_

## 2019-20 LOW INCOME WEATHERIZATION AND ENERGY SAVINGS AGREEMENT

This Agreement is made and entered into by and between Public Utility District No. 1 of Snohomish County, Washington, a Washington State municipal corporation (the “PUD”), and Snohomish County, a political subdivision of the state of Washington (the “County”).

### RECITALS

- a. The PUD is a municipal corporation of the state of Washington, established in 1936 and governed by a board of three elected commissioners. The PUD’s primary function is to provide electric service in Snohomish County and Camano Island. The PUD also provides retail water service to portions of Snohomish County.
- b. The PUD provides certain benefits intended to improve the energy efficiency of dwellings owned or occupied by eligible low-income electric customers, reducing their total residential expenditures on electricity and reducing the PUD’s obligation to provide electric energy.
- c. The County is a political subdivision of the state of Washington, and is a Weatherizing Agency (as defined below) that is experienced in administering low income residential assistance programs and is willing and able to assist the PUD in delivering weatherization services to eligible PUD electric customers and generating corresponding energy savings for the PUD.
- d. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies, including utility districts and counties, to enter into cooperative agreements with one another to make the most efficient use of their respective resources.
- e. The PUD and the County desire to set forth in this Agreement all of the terms and conditions governing the weatherization services to be delivered by the County and the related administrative obligations.

### AGREEMENT

The parties therefore agree as follows:

#### **Section 1. Definitions**

Unless specifically defined otherwise herein, all terms used in this Agreement will have the following meanings:

- 1.1. “Program Fees” means those fees charged by the County and intended to recover the costs incurred by the County in performing its obligations under this Agreement.

- 1.2. "Department" means the Washington State Department of Commerce.
- 1.3. "Eligible Customer" means a PUD electric customer ("Customer") that (a) meets the requirements of the Washington State Energy Assistance Program/Low-Income Home Energy Assistance Program (LIHEAP) and/or Washington State Low-Income Weatherization Services income eligibility guidelines as defined by the Department, and (b) utilizes electricity as the primary heating method for their home.
- 1.4. "Maximum Funding Amount(s)" means the maximum funding level provided by the PUD to the County for each Program Year during the Term. The Maximum Funding Amount in effect as of the date of this Agreement is set forth in the attached Exhibit A, and may only be changed pursuant to section 4.3.
- 1.5. "Measures" means those energy efficiency measures set forth in Exhibit B for which the County may request reimbursement.
- 1.6. "Program Year" is a period of twelve consecutive calendar months commencing on January 1 and ending on December 31 of the same year. The first Program Year of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with Section 6.2, will end on December 31, 2020.
- 1.7. "Service Providers" means firms selected by the County to provide the Program Services described in section 3.
- 1.8. "Weatherizing Agency" has the definition set forth in RCW 70.164.020(12) and associated Department regulations, if any.
- 1.9. "Weatherization Field Guide" is the Washington State Weatherization Field Guide.
- 1.10. "Weatherization Manual" is the Department of Commerce Weatherization Manual.

## **Section 2. Administration of the Program**

- 2.1. **General.** The PUD and the County will cooperate and coordinate their efforts under this Agreement to implement and administer a weatherization program for eligible low-income electric customers in Snohomish County (the "Program"). The Program shall be based upon, and shall utilize the rules governing, the weatherization program administered by the Washington State Department of Commerce ("Commerce") as set forth in the Weatherization Manual and other Commerce publications and regulations. In addition, the Program shall comply with all applicable laws and regulations.



- 2.2. **Authorized Representative.** Each party has designated an authorized individual to represent such party in the administration of this Agreement and the Program and to receive notices hereunder. The authorized representatives are listed in section 10.2.

### **Section 3. Scope of Work to be Performed by the County**

- 3.1. **Identification of Eligible Customers.** During the Term, the County will identify Customers who are potentially eligible to participate in the Program and receive corresponding benefits.
- a. For Customers identified as potentially eligible for the Program, the County will provide an application form or other means for the Customer to apply to the Program and provide the County with the information it needs to properly evaluate that Customer.
  - b. The County will follow the Washington State Energy Assistance Program/Low-Income Home Energy Assistance Program (LIHEAP) income eligibility guidelines, as well as the income eligibility standards contained in the Weatherization Manual.
  - c. To the extent the County must prioritize Eligible Customers, the County shall follow the prioritization set forth in the Weatherization Manual, including Policy 1.2.1.
  - d. If the Customer does not meet the eligibility requirements for participation in the Program, the PUD will not reimburse the County for any services provided to that Customer.
- 3.2. **Selecting Service Providers.** The County is responsible for selecting Service Providers to perform Program Services to Eligible Customers. When selecting firms to be Service Providers, the County shall follow all applicable bidding and contracting requirements applicable to the County under Washington State law.
- 3.3. **Program Services.** For Eligible Customers, the County is responsible for ensuring that the Service Providers provide the following Program Services:
- a. Consistent with the requirements of the Weatherization Manual and the Weatherization Field Guide, perform energy efficiency testing on the Eligible Customer's dwelling unit and identify potential weatherization-related repairs, services, and/or Measure installations, for the Eligible Customer.
  - b. Provide the needed weatherization-related services and Measure installations identified in the testing above and listed as a Measure in Exhibit B (together with

such testing, the “Program Services”), with such Program Services provided per the Weatherization Manual and Weatherization Field Guide.

- c. Service Providers shall comply with all applicable local, state, and federal licensing and accrediting requirements and standards and any other standards and criteria established by the Department to assure quality of services necessary for the performance of the Agreement.
  - d. Products installed in Eligible Customer homes must meet, at a minimum, the health and safety requirements as defined by the Department.
- 3.4. **Tracking and Monitoring.** The County will track, report, monitor, and inspect all Program Services provided to each Eligible Customer. Monitoring and inspection of Program Services, and the Program in general, may also be performed by the Department as coordinated with the County.
- 3.5. **Monthly Reporting.** On or before the 15<sup>th</sup> of the each month during the Term, the County will submit to the PUD a report containing the following information, to allow the PUD to verify the installation of Measures and to determine the associated energy savings:
- a. A list of all Eligible Customers identified during the preceding month. This list must include the name, address, and account number of each Eligible Customer, as well as the corresponding Program Services each Eligible Customer qualifies for under the Program.
  - b. A list of all Program Services completed or Measures installed during the preceding month, as well as the name, address, and account number of the Eligible Customer who received such services and/or Measures.
  - c. If no Eligible Customers were identified during the preceding month, or no Program Services were completed, the County must still submit the monthly report and indicate no activity for the relevant list(s).
- 3.6. **Request for Reimbursement.** The monthly report required by this Agreement shall be accompanied by a request from the County for reimbursement for Program Services completed during the prior month, as well as the applicable Administrative Fee for that month. The requested reimbursement amount shall be determined as follows:
- a. For each Program Service completed during the preceding month and listed in the monthly report, the County shall request reimbursement in the amounts set forth in Exhibit B; and

- b. Up to 30% of the of the Incentive Amount outlined in Exhibit B can be used for **minor** repairs related to the installation of such measures; and
  - c. The County may include a Program Fee equal to 45% of the cumulative reimbursement for that month determined by section 3.6. a. But when State funds are available the amount is reduced to 30%; and
  - d. If no Program Services were completed during the preceding month, the reimbursement request must still be submitted showing a zero balance.
- 3.7. **Budget Tracking.** The County is responsible for tracking the cumulative reimbursements provided to the County each Program Year and notifying the PUD when such cumulative reimbursements, when combined with outstanding reimbursement requests, are equal to or exceed 75% of the Maximum Funding Amount for the Program Year.
- 3.8. **Additional Funding.** The County agrees to seek and pursue additional funding for the weatherization and related services provided to low-income residents in Snohomish County, and the County is expressly permitted to utilize the funding provided herein as a dollar match or for other purposes to assist in obtaining additional funding (such as matching funds for the Department’s Matchmaker program).
- 3.9. **Closeout Reporting.** The County shall submit a Final Closeout Report for all Program Services provided pursuant to this Agreement within forty-five days following the expiration or termination of this Agreement. The Final Closeout Report shall follow the same format as the monthly report described above, but shall include information regarding all Program Services provided during the entire term of this Agreement.

#### **Section 4. Obligations of the PUD**

- 4.1. **Prompt Review and Notification of Billing Errors.** The PUD agrees to promptly review all reimbursement requests and to notify the County of any discrepancies or potential errors within fifteen days following receipt of the relevant request for reimbursement. If any discrepancy or potential error is identified, the PUD and the County agree to work cooperatively to resolve such discrepancy or error and, following resolution, the County will issue a revised request for reimbursement, if necessary.
- 4.2. **Reimbursement and Payment.** The PUD agrees to provide the County with the reimbursement provided herein. The reimbursement payment shall be made no more than thirty days following receipt of the request for reimbursement.
- a. Should the PUD discover a discrepancy or potential error, the PUD may withhold payment for the entire reimbursement request. Upon receiving a revised request

for reimbursement that corrects the discrepancy or error, the PUD shall make the payment within thirty days of receipt.

- b. For each Program Year reimbursement to the County shall be capped at the Maximum Funding Amount, and any request for reimbursement that exceeds the Maximum Funding Amount for the Program Year will be denied.
  - c. Payment will be made in a manner acceptable to both parties, and can be changed at any time upon mutual agreement.
- 4.3. **Notification of Funding Adjustments.** At least thirty days prior to the commencement of each Program Year, the PUD will notify the County in writing of any adjustments to the Maximum Funding Amount for the coming Program Year. Absent such notification, the Maximum Funding Amount will remain unchanged.
- 4.4. **Access to Customer Data.** During the Program Year, and contingent upon the County's continued compliance with its obligations under this Agreement, including the County's confidentiality obligations under Section 10.1, the PUD will provide the County access to data and information regarding the energy consumption and account history of those Customers seeking benefits under the Program, in accordance with the following:
- a. The PUD may limit the County's access solely to the data and information deemed necessary and appropriate by the PUD for the proper and efficient implementation and administration of the Program.
  - b. The PUD will provide the County, during the term of this Agreement, access to a secure site. This site will be used to transfer Program data and information.
- 4.5. **Customer Education.** During the Program Year, the PUD will provide to potentially Eligible Customers, at such times and in such manner reasonably determined by the PUD from time to time, information on delinquent utility bills and how to access low-income assistance and low-income weatherization.

## **Section 5. Records**

Throughout each Program Year and for a period of six years after the conclusion of each Program Year, the County will keep and maintain for examination, copying, and audit by the PUD complete and accurate records with regard to the Program, Program Services, and this Agreement, including, but not limited to, records and documents generated by the County in the performance of its obligations under this Agreement and records and documents generated by Customers, Service Providers, and the PUD and submitted to the County. Upon the PUD's request, the County will provide copies of such records to the PUD within ten business days of the request.

## **Section 6. Program Year, Term, and Termination**

- 6.1. **Term.** This Agreement shall cover the 2019-2020 Program Year, commencing on the Effective Date and expiring on December 31, 2020.
- 6.2. **Termination.** If either party breaches any provision of this Agreement and if such breach is not cured within thirty days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this Agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately upon receipt.
- 6.3. **Effect of Termination.** In the event of termination, the County shall stop the performance of the County's services hereunder except on the Final Closeout Report and any work, mutually agreed upon in writing between the PUD and the County, necessary to carry out such termination. The PUD shall reimburse the County for all Program Services, including associated Administrative Fees, provided prior to the date of termination. The County shall not be entitled to any additional sums, whether for lost reimbursements, expectations of reimbursements, or any other reason, due to the early termination of this Agreement.

## **Section 7. Representations and Warranties**

The County represents and warrants as follows:

- 7.1. County is duly organized, validly existing, and in good standing under the laws of the state of Washington and the County has all requisite power and authority to carry out the requirements of this Agreement.
- 7.2. The County currently meets, and throughout the Program Year will continue to meet, all of the criteria for a Weatherizing Agency as defined by Washington State law and the Department.
- 7.3. The County will ensure that only properly trained and qualified personnel and firms perform the Program Services.
- 7.4. The County will perform the Program Services in an efficient, orderly, and professional manner and in accordance with the terms and conditions of this Agreement.
- 7.5. The County will comply, and will ensure that the Program Services comply, with all applicable laws, ordinances, rules, regulations, orders, and other requirements of any governmental authority.

- 7.6. The execution, delivery, and performance of this Agreement and all actions and transactions contemplated hereby:
- a. will not violate any provision of law applicable to the County or the corporate articles or by-laws of the County, any order of any court or other agency of government to which the County is a party or by which it or any of its properties are bound; and
  - b. will not violate, be in conflict with, result in a breach of, or constitute (with notice or lapse of time or both) a default under any indenture, agreement, or other instrument to which the County is a party or which has not been waived or consented to, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of its property or assets.

### **Section 8. Indemnification and Hold Harmless.**

Each party shall hold harmless and indemnify the other party from and against all claims, suits or actions liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the acts, errors or omissions of it, its employees, agents or subcontractors, which may arise from the performance of the party's obligations under this Agreement. Provided further, that if any damage or injury is caused by the joint or concurrent negligence of the parties, their employees, agents or subcontractors, the parties shall bear the loss in proportion to their degree of negligence.

Solely and expressly for purposes of their duties to indemnify and hold harmless as set forth above, the parties specifically waive any immunity they might have under the State Industrial Insurance law, Title 51 RCW, or any similar worker's compensation act, in the event that a claim is made against one party for any injury to any employee of the other party. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED.

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

### **Section 9. Insurance**

Each Party shall maintain in full force and effect throughout the term of this Agreement, a minimum of One Million Dollars (\$1,000,000) liability insurance for property damage and bodily injury. In satisfying the insurance requirements set forth in this section, each Party may self-insure against such risks in such amounts as are consistent with good practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.24 RCW, which shall provide liability coverage to the Party for the liabilities contractually assumed by the Party in this

Agreement. At the time of execution of this Agreement, and prior to commencement of performance of any work, each Party shall furnish any Party, upon request, with a Certificate of Insurance as evidence that policies providing insurance (or self-insurance) with such provisions, coverage's and limits are in full force and effect.

The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities or obligations assumed by the County under this Agreement.

The County shall insure that any Subcontractor and all others performing any work under this Agreement shall obtain insurance appropriate to the services being provided and in amounts sufficient to cover the risks posed by such work.

### **Section 10. Miscellaneous**

- 10.1. **Confidentiality.** The performance of this Agreement may require the PUD to disclose private and proprietary customer information ("PCI") to the County, as those terms are defined in accordance with applicable law. Any PCI provided to the County must only be used for purposes of performing the County's duties and responsibilities under this Agreement. The County may not disclose such PCI to third parties, including to Service Providers, without first obtaining the Customer's written permission. The County must maintain a record for each instance of such permission. The County's confidentiality obligations shall remain in full force and effect for as long as the County possesses PCI provided by the PUD.
- 10.2. **Notices.** All notices required to be given hereunder shall be deemed to be sufficiently given if delivered in person, by email, or mailed, by prepaid, certified mail or overnight courier to the other party's authorized representative at the contact information set forth below. Either party may change its authorized representative or their contact information at any time by giving the other notice of the change in accordance with this section.

To: Public Utility District No. 1 of  
Snohomish County  
Attn: Kevin Watier  
2320 California Street  
Everett, WA 98201  
Tel: (425) 783-1714  
Email: kjwatier@snopud.com

To: Snohomish County  
Attn: Jackie Anderson  
3000 Rockefeller Ave.  
Everett, WA 98201  
Tel: (425)-388-3237  
Email: jackiem.anderson@snoco.org

A notice or other communication under this Agreement will be deemed to have been given as follows: (i) if delivered in person, on the day of delivery; (ii) if delivered by email, two hours after the time sent (as recorded on the device from which the sender sent the email) or if sent on a non-working day or outside of regular business hours

then at 8:00am the next business day, unless the sender receives an automated message that the email has not been delivered; (iii) if mailed by prepaid or registered mail, three working days after mailing; and (iv) if sent by overnight courier, one working day after mailing.

- 10.3. **Independent Contractor.** The County and the PUD understand and expressly agree that the County is an independent contractor in the performance of each and every part of this Agreement. The County expressly represents, warrants, and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The County, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The County shall make no claim of PUD employment nor shall claim any related employment and/or retirement benefits.
- 10.4. **Subcontracting.** The County may subcontract to any third party any portion of the Program Services. If the County uses a subcontractor, then (i) the County shall guarantee the subcontractor's performance, (ii) the County shall remain obligated under this Agreement for the performance of the subcontracted services, (iii) the County shall enter into a written agreement with the subcontractor obligating the subcontractor to comply with all of the County's obligations under this Agreement that are applicable to the subcontractor, and (iv) the PUD shall have no obligations to the subcontractor under any provision of this Agreement.
- 10.5. **Assignment.** This Agreement cannot be assigned by either party, either in whole or in part, without the prior written approval of the other. Any attempted assignment without such written consent shall be void.
- a. In the event the PUD consents to an assignment, no such assignment will relieve the County from its responsibility for performance of any of its obligations, including the provision of Program Services, under this Agreement.

10.6. **Interlocal Cooperation Act.**

The purpose of this Agreement is for the PUD to hire the County to deliver certain weatherization services within the PUD's service territory.

Each party to this Agreement has designated an authorized representative to oversee and administer such party's participation in this Agreement. The parties' initial authorized representatives shall be the individuals specified in section 2.2 and section 10.2. Either party may change its authorized representative as provided herein. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement,



any real or personal property used or acquired by either party to this Agreement in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein.

In accordance with RCW 39.34.040, this Agreement shall become effective (“Effective Date”) upon execution by the parties and either (a) filing of the Agreement with the appropriate County Auditor or (b) posting on a public agency’s website provided in RCW 39.34.040.

- 10.7. **No Waiver.** The failure of either party to insist upon or enforce strict performance by the other of any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver or relinquishment to any extent of its right to assert or reply upon any provision or right in that or any other instance; rather, the provision and right will remain in full force and effect.
- 10.8. **Governing Law.** This Agreement shall be governed by the laws of the state of Washington (without regard to any conflicts of law principles applied in Washington State), with venue for any disputes in Snohomish County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States District Court for the Western District of Washington at Seattle, Washington. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of proceedings in such courts.
- 10.9. **Entire Agreement.** The PUD and the County understand and agree that this document contains the whole contract between them and supersedes all other prior agreements and understandings, whether oral or written. This Agreement shall not be modified or amended except by written amendment.
- 10.10. **Severability.** If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be effected, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 10.11. **Authority to Bind Parties.** The undersigned represent and warrant that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.
- 10.12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

By signing below, the parties agree to be bound by the terms of this Agreement, as well as all of the documents attached hereto.

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

SNOHOMISH COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form Only:

Rheem Wendling 4/23/2019  
Deputy Prosecuting Attorney

**LIST OF EXHIBITS**

Exhibit A: Maximum Funding Amounts

Exhibit B: 2019 - 2020 Measure Incentive Amounts

**EXHIBIT A**

**MAXIMUM FUNDING AMOUNTS**

Low-Income Weatherization Program  
Public Utility District No. 1 of Snohomish County, Washington

Agency Name and Address:

Snohomish County Human Services  
3000 Rockefeller Ave., MS-305  
Everett, WA 98201

Requests for Reimbursement, including requests for Program Fees, are subject to the following Maximum Funding Amounts:

2019-2020 Program Year	
2020	\$250,000
Maximum Funding Amount	\$500,000

## EXHIBIT B

### 2019-2020 MEASURE INCENTIVE AMOUNTS

The following list contains eligible Measures and corresponding incentive amounts, and is based on the following measurement criteria:

- For windows, insulation, and air sealing, the Measure incentive amount is dollars per square foot.
- For duct sealing, the Measure incentive amount is dollars per job, regardless of size.
- For LED lights, showerheads, and aerators, the Measure incentive amount is dollars per item installed.

Energy Efficiency Measures	Incentive		
	Single Family	Multifamily	Manufactured Home
Single Family - Existing - Attic Insulation R0 to R38	\$2.43		
Single Family - Existing - Attic Insulation R0 to R49	\$2.43		
Single Family - Existing - Attic Insulation R11 to R38	\$1.59		
Single Family - Existing - Attic Insulation R11 to R49	\$1.82		
Single Family - Existing - Attic Insulation R19 to R38	\$1.29		
Single Family - Existing - Attic Insulation R19 to R49	\$1.82		
Multifamily - Existing - Low Rise - Attic Insulation R0 to R19		\$1.42	
Multifamily - Existing - Low Rise - Attic Insulation R0 to R38		\$1.92	
Multifamily - Existing - Low Rise - Attic Insulation R0 to R49		\$2.49	
Multifamily - Existing - Low Rise - Attic Insulation R19 to R38		\$1.29	
Multifamily - Existing - Low Rise - Attic Insulation R19 to R49		\$1.82	
Single Family - Existing - Wall Insulation R0 to R11	\$2.75		
Multifamily - Existing - Low Rise - Wall Insulation R0 to R11		\$2.75	
Single Family - Existing - Floor Insulation R0 to R19	\$1.87		
Single Family - Existing - Floor Insulation R0 to R25	\$2.00		
Single Family - Existing - Floor Insulation R0 to R30	\$2.20		
Manufactured Home - Existing - Floor Insulation R0 to R22			\$2.37
Manufactured Home - Existing - Floor Insulation R11 to R22			\$1.84
Multifamily - Existing - Low Rise - Floor Insulation R0 to R19		\$1.87	
Multifamily - Existing - Low Rise - Floor Insulation R0 to R30		\$2.20	
Multifamily - Existing - Low Rise - Floor Insulation R11 to R30		\$1.13	
Duct Sealing	\$450		\$200 SW \$400 DW
Prescriptive Air Sealing - Attic	\$0.66	\$0.48	\$0.66
Prescriptive Air Sealing - Floor	\$0.66	\$0.48	\$0.66
Showerheads WaterSense 1.75 GPM or less	\$30.00	\$30.00	\$30.00
Bath - Faucet Aerator WaterSense 1.0 GPM or less	\$5.00	\$5.00	\$5.00
Kitchen - Faucet Aerator WaterSense 1.5 GPM or less	\$7.00	\$7.00	\$7.00
LED - 250-1049 Lumens	\$7.00	\$7.00	\$7.00
LED - Reflector 250-1049 lumens	\$9.00	\$9.00	\$9.00
TLED - 1000-3999 lumens		\$9.00	



**Snohomish County**

**Risk Management**

March 28, 2019

3000 Rockefeller Avenue, M/S 610  
Everett, WA 98201-4046  
(425) 388-3401  
www.snoco.org

Snohomish County Public Utility District No. 1  
Attn. Kevin Watier  
2320 California St  
Everett, WA 98201-

**Dave Somers**  
*County Executive*

Re: Evidence of Liability Insurance  
2019-2020 Low Income Weatherization Agreement

Dear Mr. Watier,

This letter is to certify Snohomish County (County) maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment.

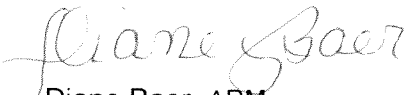
Snohomish County Public Utility District No. 1 (PUD) acknowledges, agrees and understands that the County is self-funded for its liability exposures. The County agrees, at its own expense, to maintain through its self-funded program, coverage for its liability exposures.

The County agrees to provide Commerce with at least thirty (30) calendar days' prior written notice of any material change in the County's self-funded program, and this letter of self-insurance as adequate proof of coverage.

The PUD further acknowledges, agrees and understands that The County does not purchase Commercial General Liability insurance, and is a self-insured governmental entity; therefore, the County does not have the ability to add any party as an additional insured.

Should you have any questions, please call me at (425) 388-3760.

Sincerely,

  
Diane Baer, ARM  
Risk Management Specialist