

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Brent A. Butler, Chief Strategic Officer

DATE: September 23, 2024

SUBJECT: Approval of Federal Interagency Agreement between the Washington State Department of Ecology and Jefferson County through the U. S. Department of Energy's (DOE) Energy Efficiency and Electrification Program for an economic incentive program known as "Encourage energy efficiency for local industry w/new C-Pacer program"

”

STATEMENT OF ISSUE:

In the Strategic Plan (SP), Jefferson County identifies "Economic Vitality" as one of the six strategic priorities and specifically lists the performance metric to: **"Complete 50 sewer connections by the end of 2025"**. Progress toward making 50 connections is accelerated by expanding financing opportunities for commercial property owners since 45% of the phase one sewer boundary is within the Commercial Urban Growth Area (UGA) zoning district, as set forth below in Table 1.

**TABLE 1: Port Hadlock Urban Growth Area
Phase 1 Sewer Area**

Zoning Description	ZONE ACRES	PERCENT
UGA-C - Urban Growth Area - Urban Commercial	121.7	45%
UGA-HDR - Urban Growth Area - High Density Residential 13-18	38.5	14%
UGA-LDR - Urban Growth Area - Low Density Residential 4-6	24.1	9%
UGA-LI - Urban Growth Area - Urban Light Industrial	19.0	7%
UGA-MDR - Urban Growth Area - Moderate Density Residential 7-12	35.8	13%
UGA-P - Urban Growth Area – Public	33.6	12%
Total	272.7	100%

Under the C-PACER program as codified in RCW 36.165.005, commercial includes middle housing consisting of five or more units. As envisioned by the C-PACER program, commercial property owners within this zone would benefit from longer amortization for qualified improvements.

ANALYSIS:

The C-PACER program implements the SP insofar as it expressly provides fiscal resources so commercial building owners can update and upgrade their structures, and thereby enhance the likelihood that they are retrofitted with the advanced technologies necessary for businesses to compete and for multifamily housing projects to obtain additional financing options.

Adopted by Ordinance 04-1009-23, the Commercial Property Assessed Clean Energy Resilience grant provides a structure for owners of existing or newly designed agricultural, commercial, and multi-family residential properties to obtain low-cost, long-term, financing for energy and resiliency projects in exchange for generating community benefits that may reduce greenhouse gases, increase flood and earthquake resiliency, among other improvements. As such, the grant advances the greenhouse gas emission and climate change objectives outlined in Exhibit 5-6, the Environment Action Plan, which appears on page 5-19 of the Comprehensive Plan.

FISCAL IMPACT:

The grant is for \$110,000 of which \$100,000 shall be for a consultant to carry out the listed activities. The Chief Strategy Officer will draft and publish the request for proposals, and these costs are recoverable as one of the associated grant costs as more fully set forth in Exhibit A. The award includes administrative costs equal to \$10,000 but no greater than 10% of the grant award for the purpose of reimbursing staff costs such as the Chief Strategic Officer's project management, grant administration costs, and other associated grant specific activities.

RECOMMENDATION:

Staff recommends the Board approve Contract Number 24-51701-005 as set forth in Exhibit A, and authorize the Chief Strategy Officer to sign the contract on behalf of Jefferson County.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Department of Commerce (Federal Interagency)

Contract No: 24-51701-005

Contract For: Encourage energy efficiency for local industry w/new C-Pacer program

Term: 8/26/2024 to 12/30/2025

COUNTY DEPARTMENT: Department of Community Development

Contact Person: Brent A. Butler, Chief Strategy Officer

Contact Phone: 1360.379.4493

Contact email: bbutler@co.jefferson.wa.us

AMOUNT: \$110,000

Revenue: 110000

Expenditure: 110,000

Matching Funds Required: 0

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- | | |
|-------------------------------------|--|
| ☐ | Exempt from Bid Process |
| ☐ | Cooperative Purchase |
| ☐ | Competitive Sealed Bid |
| ☐ | Small Works Roster |
| ☐ | Vendor List Bid |
| ☒ | RFP or RFQ |
| ☒ | Other: Climate Action Committee is a partner |

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC [3.55.080](#) AND CHAPTER [42.23](#) RCW.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 9/19/2024.
State/Federal Agreement - cannot change.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 9/19/2024.
State lanugage -- cannot change. Thank you for adding the PAO
signniture block.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



Federal Interagency Agreement with

Jefferson County

through

Energy Efficiency and Electrification program, Clean Buildings

**Contract Number:
24-51701-005**

For

Encourage energy efficiency for local industry w/new C-Pacer program

Dated: Monday, August 26, 2024

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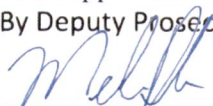
Face Sheet

Research & Development: ☐ Yes ☒ No

Contract Number: 24-51701-005

**Energy Division, Clean Buildings, Energy Efficiency & Electrification
Energy Efficiency and Conservation Block Grant**

☒ Subrecipient
☐ Contractor

1. Contractor Jefferson County 1820 Jefferson Street Port Townsend, WA 98368		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Brent A. Butler Chief Strategy Officer 360-379-4493 bbutler@co.jefferson.wa.us		4. COMMERCE Representative Kristen Kalbrener Program Manager (360)515-8112 Kristen.kalbrener@commerce.wa.gov P.O. Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501	
5. Contract Amount \$110,000	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐		7. Start Date 8/26/24/2024
8. End Date 12/30/2025			
9. Federal Funds (as applicable) \$110,000		Federal Agency: U.S Dept. of Energy	
ALN 81.128		Indirect Rate N/A	
10. Tax ID # 91-6001322	11. SWV # 0002430-15	12. UBI # 161-001-169	13. UEI # FGN7DDMJJA7H7
14. Contract Purpose Jefferson County plans to encourage energy efficiency for local industry with a new C-Pacer program. Cost date same as on Award Letter of May 23, 2024.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
FOR CONTRACTOR _____ Brent A. Butler, Chief Strategy Officer _____ Date Approved as to form only By Deputy Prosecuting Attorney  _____ Melissa Pleimann 09/19/2024 Date		FOR COMMERCE _____ Michael Furze, Assistant Director, Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 10/1/2023

Federal Award Identification Number (FAIN): DE-SE0000236

Federal Awarding Agency: U.S. Department of Energy, State and Community Programs

Total amount of federal funds obligated to this Subrecipient for this program: \$110,000

Total amount of federal funds obligated to this Subrecipient for all programs: \$110,000

Awarding official: Michael Fong, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. DE-SE0000236 awarded by U.S. Department of Energy, State and Community Programs. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Energy, State and Community Programs. Grant funds are administered by the Clean Buildings Program, Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$110,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the terms of Attachment A, Scope of Work.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to 10% of Modified

Total Direct Costs (MTDC) may be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

The invoice shall include the Contract Number 24-51701-005 . If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

If funds are available, COMMERCE may be able to amend and increase total funds based on realized expenditures to complete the project.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

8. AUDIT

If the Grantee expends \$750,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR

200.501(h), for-profit Subrecipients expending \$750,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit Grantee shall send all audit documentation to the [Federal Audit Clearinghouse](#).

If the Grantee expends **less** than \$750,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

9. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. **DEBARMENT**

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections

of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents thereof.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.
- I. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" or "Subgrantee" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,

and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

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.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

The scope of this grant will enable the reduce greenhouse gases with a special focus on structures owned by municipalities, special purpose districts, commerce, listed within historic districts that not only attract people to the region from the wider area but also ensure that tourism remains a vibrant part of the local economy or critical businesses for low-income households. The proposed planning project will be completed within 15 months and a description of the project including its goals and benefits include:

TASK A - (Request for Proposals (RFP)) – Two Months after award

Energy Auditor selection – The first step in the process requires the retention of a qualified expert who can review and audit commercial buildings.

1. Draft an RFP, an administrative task, whose drafting will be done by the Chief Strategy Officer with support by the Climate Action Committee.
2. Publish the RFP in the newspaper of record and elsewhere.
3. Set up an interview panel and conduct interviews.
4. Offer the consultant a limited purpose professional services agreement (PSA).
5. Obtain the Board of County Commissioner approval of the PSA
6. Schedule a kickoff meeting with Climate Action Committee staff

In our preparation to apply for this grant, we realized that the county's auditors were primarily skilled in the residential sector and that we would need someone with commercial energy auditing skills consistent with the Blueprint 2a.

TASK B - (Community Selection & Engagement) – Four Months after award

Supported by the Chief Strategy Officer, or consultant hired above in step one, the Climate Action Committee (CAC) will:

1. Identify a list of core structures (1) may provide a haven from climate change, (2) contribute to the historic inventory, (3) contribute to local jobs accessible to lower income communities.
2. Create and publish an application to the City/County's website that lists priority areas for consideration.
3. Conduct outreach to targeted commercial property owners upon the conclusion of the publication.
4. Rank and score applications.
5. Provide notice of selection

TASK C - (Auditing, Support and Deliverables) – Nine Months after award

1. Schedule auditing of building selected
2. Deliverable 1 - Support those selected with information about potential implementation grants.
3. Deliverable 2 – Provide community members with information about havens – where to go in the event of wildfire smoke? Where to go in the event of excess heat?

Attachment B: Budget

EECBG Project Budget – 2 years

Project Costs must be:

- Directly related to project Scope of Work.
- Incurred during the budget period.
- Not also billed to any other source.

Resource: Code of Federal Regulations: [eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles](#)

Grant Amount: \$110,000

Commerce contract #: 24-51701-005

Fund Source: U.S. Department of Energy

Pass-through Entity: WA State Dept. of Commerce

De Minimis Indirect Rate: 10% unless recipient organization has established its own rate

ALN: 81.128 FAIN: DE-SE0000236

Project Total cost:

DESCRIPTION	DELIVERABLES	COST
Professional services (w/brief description): Type, billable hours, rate	PAID INVOICE/S	\$100,000.00
TOTAL PROFESSIONAL SERVICES		\$100,000.00
Materials/Supplies (brief description): Equipment, office supplies, printed brochures etc	PAID INVOICES	0.00
Internal administration (w/brief description): Staff time and expense: # persons, labor hours, avg. wage rate incl. fringe	TIMESHEETS, DOCUMENTATION OF WAGES	\$10,000.00
TOTAL ADMINISTRATIVE SERVICES		\$10,000.00
TOTAL GRANT AMOUNT		\$110,000.00

Attachment C: Quarterly Reporting

Quarterly reports are due to Commerce October 15, January 15, April 15, and July 15.

Grantee will report:

- Progress to completion of planned project
- Status of Energy plan development
- Title of any energy plan-related policies developed
- Brief description of community engagement in plan
- If applicable, any public education plan developed
- Expected date and amount of next A19/warrant to be submitted for reimbursement
- Number of Investment Grade Audits performed
- Square Footage of each IGA performed
- Number of building all types of energy audits performed
- Square footage of each energy audit performed
- Number of commercial audits vs. public building
- If applicable, number of audits for disadvantaged communities, for tribal communities