

**2024 AGREEMENT BETWEEN THE WASHINGTON STATE ASSOCIATION OF
COUNTIES AND LEWIS COUNTY TO CONDUCT ENERGY AUDITS FOR TIER 1
AND TIER 2 BUILDINGS**

THIS AGREEMENT (“Agreement” or “2024 Agreement”), is made effective as of July 1st, 2024 by and between the Washington State Association of Counties (“WSAC” or “Grantee”) and Lewis County (“County” or “Subgrantee”) (each “Party” or collectively the “Parties”) to conduct energy audits on county owned tier 1 and tier 2 buildings (“Services”).

WHEREAS, WSAC and the County desire to enter into an agreement to conduct energy audits on county owned buildings in accordance with the provisions set forth in the contract below; and

WHEREAS, WSAC provides resources to conduct these audits in accordance with guidance provided by the Department of Commerce; and

WHEREAS, The County provided information to WSAC and the Department of Commerce concerning county owned covered buildings subject to the Washington State Clean Building Performance Standard; and

WHEREAS, the County represents and warrants that it has the skills, experience, resources, and other necessary capabilities to conduct these audits in accordance with guidance provided by the Department of Commerce;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Definitions. The following terms shall have the following meanings:

1.1 Affiliate means a Party’s officers, employees, agents, and volunteers. The Contractor’s affiliates include, but are not limited to, staff members, case managers, and outreach staff members.

1.2 Qualified Energy Auditor means a person or organization included in the Washington State Department of Commerce’s Directory of Qualified Energy Auditors.

2. Scope of services.

2.1 WSAC responsibilities. WSAC is responsible for administering this Agreement, and for ensuring that funds are used in accordance with all program requirements set forth by the Department of Commerce. WSAC shall provide such assistance and guidance to the County as may be required to accomplish the objectives set forth in this Agreement.

2.2 County responsibilities. The County shall perform, in a satisfactory and proper manner as determined solely by WSAC, all tasks described in Exhibit A: Scope of Work in accordance with Exhibit B: Budget. Exhibits A and B are attached and incorporated herein by reference.

3. Term. This Agreement commences on July 1, 2024, and terminates on June 30, 2025. This Agreement may be extended by mutual written agreement of the Parties pursuant to subsection 8.8, and may be sooner terminated pursuant to Section 8.9.

4. Authorized Representatives. Each Party to this Agreement shall designate an Authorized Representative, and may change its representative upon providing written notice to the other Party. The Parties' representatives are as follows:

For WSAC:

Derek Young, Interim Executive Director
Washington State Association of Counties
206 10th Ave NE
Olympia, WA 98501
(360) 999-0029
dyoung@wsac.org

For the County:

Doug Carey
Lewis County
351 NW North St
Chehalis, WA 98532

5. Budget. WSAC will pass through to the County no more than seventy-seven thousand and four hundred thirty-seven dollars and fifty cents (\$77,437.50) for eligible costs and expenses for Services in accordance with the budget described in Exhibit B: Budget. Any amendments to this section that include greater than 10 percent of the total budget described in Exhibit B: Budget must be approved in writing by WSAC and the County local government.

6. Payment. WSAC shall reimburse within 60 calendar days the Contractor for all allowable expenses agreed upon by the Parties to complete the activities described in Exhibit A: Scope of Work.

Reimbursement under this Agreement will be based on billings supported by appropriate documentation of costs actually incurred. Monthly invoices must include receipts, reports, and other detailed documentation of charges in accordance with Exhibit C: Monthly Invoice Review

Process Checklist, and with Exhibit D: Billing Invoice. Exhibits C and D are attached and incorporated herein by reference

It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. WSAC may, in its sole discretion, terminate the Grant or withhold payments claimed by the County if the County fails to satisfactorily comply with any term or condition of this Grant.

It is understood that this Agreement is funded in whole or in part with funds through the Washington State Capital Budget as administered by the Department of Commerce, and is subject to those regulations and restrictions normally associated with state funded programs.

7. Performance monitoring. WSAC shall monitor the County's performance by tracking work progress, reviewing payment requests for applicable costs, and ensuring that recordkeeping and audit requirements are met. Substandard performance as determined by WSAC constitutes noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the County within a reasonable period after being notified by WSAC, then WSAC may initiate either suspension or termination procedures pursuant to Section 8.9.

Notwithstanding the Parties' obligations with respect to performance monitoring, the Parties intend that a subgrantee relationship will be created by this Agreement. Neither the County nor any of the County's affiliates, shall be deemed to be an employee of WSAC for any purpose, and will not be entitled to any of the benefits WSAC provides to its employees.

8. General conditions.

8.1 General compliance. The Contractor shall comply with the requirements all applicable federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

- (a) The Grantee must comply with the AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- (b) During the performance of this Agreement, the County, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: The County, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, County, including any subcontractor, shall give written notice of this nondiscrimination

requirement to any labor organizations with which the County, or subcontractor, has a collective bargaining or other agreement.

- (c) The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.
- (d) The County, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the County, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- (e) Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

8.2 Independent contractor. Nothing contained in this Agreement is intended to, nor will be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The County is an "independent contractor" with respect to the services to be performed under this Agreement. WSAC is exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the County is an independent contractor.

8.3 Hold harmless. The County shall hold harmless, defend, and indemnify WSAC from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the County's performance or nonperformance of the services or subject matter called for in this Agreement.

8.4 Workers' compensation. The County shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

8.5 Insurance. Parties understand and agree Grantee is self-insured and a member of a liability pool which includes coverage for professional liability, among other categories of coverage, in adequate quantity to protect against legal liability arising out of contract activities. Grantee shall provide evidence of its status as a self-insured entity meeting these requirements within fifteen (15) calendar days of the execution of this Agreement. Upon request by Grantor, Grantee must describe its financial condition and the self-insured / liability pool funding mechanism. Grantor, or any other third party, need not be named as additional insureds under the self-insurance / liability pool coverage policies as said policies prohibit the Grantee from naming third parties as additional insureds.

Grantee shall give Grantor thirty (30) calendar days' advance notice of any self-insurance or liability pool cancellation or non-renewal.

8.6 Funding source recognition. The County shall ensure recognition of the roles of WSAC and the County in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the County will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

This Agreement is funded in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

- (a) Any project related website or webpage that includes logos from other funding partners;
- (b) Any publication materials that include logos from other funding partners;
- (c) Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- (d) Any equipment purchased with CCA funding through a generally visible decal.

8.7 Amendments. The County or WSAC may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, are approved by the Authorized Representative of each Party, and are approved by the County's governing body. Such amendments will neither invalidate this Agreement nor relieve or release either Party from its obligations under this Agreement.

8.8 Suspension or termination.

8.8.1 For cause. WSAC may suspend or terminate this Agreement if the County materially fails to comply with any terms of this Agreement which include, but are not limited to, the following:

- (a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and any policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the County to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the County to WSAC of reports that are incorrect or incomplete in any material respect.

This Agreement may be terminated by WSAC, in whole or in part, by serving a "Notice to Cure" on the County by certified mail (return receipt requested) or delivery service capable of providing a receipt. The County shall have ten days to cure the default or provide WSAC with a detailed written plan, which indicates the time and methods needed to bring the services provided into compliance and cure the default. If the County has not timely cured the default or the plan to cure the default is not acceptable to WSAC, then WSAC may terminate the Agreement pursuant to this section. Termination shall occur by serving a "Notice of Termination" by certified mail (return receipt requested) or delivery service capable of providing a receipt on the County setting forth the manner in which the County is in default and the effective date of termination.

8.8.2 For convenience. WSAC may terminate this Agreement in whole or in part at any time, upon thirty days written notice sent to the County by certified mail (return receipt requested). After receipt of a Notice of Termination ("Notice"), and except as directed by WSAC, the County shall immediately stop work as directed in the Notice.

8.8.3 For fiscal necessity. The Parties understand and acknowledge that payments under this Agreement are made from funds granted by Commerce. This Agreement may in no way be construed to bind WSAC beyond the term of any particular appropriation of funds granted to WSAC. WSAC may terminate this Agreement in whole or in part at any time if, in its sole judgment, Commerce neglects or refuses to appropriate sufficient funds as may be required for WSAC to continue such payments, or if funds are not budgeted or otherwise available, or if WSAC discontinues or makes a material alteration of the program under which funds were provided, or if funds are discontinued.

9. Administrative requirements.

9.1 Financial management.

9.1.1 Accounting standards. The County shall utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

9.1.2 Duplication of costs. The County certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

9.2 Documentation and record keeping.

9.2.1 Records to Be Maintained. The Contractor shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records will include, but not be limited, to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that all activities undertaken are for the purpose of assessing current energy performance and determining the cost of compliance with chapter 19.27A RCW for county owned buildings subject to the Washington State clean buildings performance standard;
- (c) Records required to determine the eligibility of activities in reference to Exhibit A: Scope of Work; and
- (d) Labor standards records required to document compliance with all applicable federal, state and local law;

9.2.2 Access to Records and Retention. The County shall grant access to WSAC, Commerce, and other Authorized Representatives of the state and federal governments to any and all of County's books, documents, papers, and records that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

The County shall retain such records and all other records pertinent to this Agreement and work undertaken under this Agreement for a period of six years after completion of work, unless a longer period is required to resolve audit findings or litigation. In such cases, WSAC may request a longer period of record retention.

9.2.3 Audits and Inspections. The County shall make all records with respect to any matters covered by this Agreement available to the WSAC, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

10. Personnel and participant conditions.

10.1 Conduct.

10.2.1 Assignability. The County shall not assign or transfer any interest in this Agreement without the prior written consent of WSAC thereto; provided, however, that claims for money due or to become due to the County from WSAC under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to WSAC. Any purported assignment of rights or delegation of performance in violation of this section is void.

10.2.2 Conflict of interest. No member of WSAC's governing body who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the County shall take appropriate steps to assure compliance.

The County covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The County further covenants that in the performance of this Agreement, no person having such interest will be employed.

10.2.3 Certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions. The lower tier Contractor certifies by signing this Agreement 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. Where the lower tier Contractor is unable to certify to any of the statements in this Agreement, such Contractor shall attach an explanation to this Agreement.

10.2 Copyright. If this Agreement results in any copyrightable material or inventions, WSAC and/or Commerce reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work or materials for governmental purposes.

11. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. Performance waiver. WSAC's failure to act with respect to a breach by the County does not waive its right to act with respect to subsequent or similar breaches. The failure of WSAC to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. Entire agreement. This Agreement constitutes the entire agreement between WSAC and the County for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the County and the Contractor with respect to this Agreement.

Exhibit A: Scope of Work

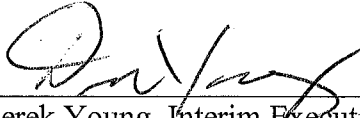
Exhibit B: Budget

Exhibit C: Monthly Invoice Review Checklist

Exhibit D: Billing Invoice

IN WITNESS WHEREOF, the Parties have executed this 2024 Agreement as of the date last executed below.

**WASHINGTON STATE ASSOCIATION
OF COUNTIES**



Derek Young, Interim Executive Director
Date: 12/17/24

**LEWIS COUNTY BOARD OF COUNTY
COMMISSIONERS**

Scott Brummer, Board of County
Commissioners Chair
Date: _____

Exhibit A

Scope of Work

The purpose of the program is to assess current energy performance of county owned buildings and determine the approximate costs of facility and system upgrades to meet state energy performance standards in chapter 19.27A RCW. The County shall:

- Provide WSAC with an inventory of all County owned buildings over 20,000 square feet that are subject to the state clean buildings performance standard.
- Benchmark current energy use intensity for all county owned covered buildings.
- Provide WSAC with any executed Energy Management Plans and Operations and Maintenance Plans for covered buildings.
- Determine a compliance pathway for all buildings subject to tier 1 reporting timelines under the state clean buildings performance standard.
- If necessary, hire a qualified energy auditor that is included in the Department of Commerce's Qualified Energy Auditor Inventory to conduct a level 1, 2, or 3 ASHRAE energy performance audit to determine Energy Efficiency Measures for county owned buildings.
- Provide WSAC with the results of all energy audits, as well as an estimate of the costs of creating Energy Management Plans and Operations and Maintenance Plans and any costs associated with executing them
- Provide WSAC with Rough Order of Magnitude estimates for bringing Tier 1 Buildings into compliance with the Clean Building Performance Standard.

Program Elements

The following activities fall within the scope of this program and are eligible expenses under this grant

- I. Grant Administration
 - a. These are Capital Budget funds. Allowable costs for administration can only include directly identifiable costs associated with running the program. This would include project-related management costs and staff costs for the time and expenses directly related to coordinating and delivering a project identified as such in accounting records.
- II. Benchmarking, Planning, and Reporting
 - a. Costs necessary to determine the approximate costs of meeting the state clean building performance standards, including but not limited to internal staff time and contractor costs for:
 1. Benchmarking current energy performance for county owned covered buildings

2. Developing Energy Management Plans and Operations and Maintenance Plans for county owned covered buildings
3. Procuring energy audit services from a qualified energy auditor
4. Providing data about compliance costs and audit results to WSAC

III. Energy Audit Costs

- a. Costs incurred through a contract with a qualified energy auditor, included in the Department of Commerce's Qualified Energy Auditor Inventory, to perform energy audits on county owned covered buildings.

Covered Buildings

The following properties were identified by the County as subject to the state clean building performance standard for tier 1 and tier 2 buildings and fall within the scope of this program:

Courthouse

351 NW North Street, Suite 12

Chehalis, WA 98532

Parcel Number: 003767000000

Building Use: Offices

Law and Justice Center

345 W Main Street

Chehalis, WA 98532

Parcel Number: 003775001000

Building Use: Offices, Courts

Jail

28 SW Chehalis Avenue

Chehalis, WA 98532

Parcel Number: 003775001000

Building Use: Jail

Exhibit B

Budget

PROGRAM OR SERVICE	DESCRIPTION	AWARD
Administration	These are Capital Budget funds. Allowable costs for administration can only include directly identifiable costs associated with running the program. This would include project-related management costs and staff costs for the time and expenses directly related to coordinating and delivering a project identified as such in accounting records.	Maximum Award \$3,687.50
Benchmarking, Planning, and Reporting	Costs necessary to determine the approximate costs of meeting the state clean building performance standards,	Maximum Award \$31,050
Energy Audit Costs	Costs incurred through a contract with a qualified energy auditor, included in the Department of Commerce's Qualified Energy Auditor Inventory, to perform energy audits on county owned covered buildings.	Maximum Award \$42,700

EXHIBIT C

Billing Invoice Checklist

To confirm that all expenditures included in the request for reimbursement meet the criteria outlined in this agreement, the County engages in the review process” following receipt of the billing invoice and related documentation.

Below is a checklist of documents that will expedite the review and authorization process if submitted with monthly invoice and verified by the County.

EXHIBIT D: Billing Invoice

General Ledger reports for all line items where funding is requested

Billing Detail Report that breaks out expenses by building and expense type for each line item where funding is requested (ex: list of covered buildings, expenses organized by building and spending category)

EXHIBIT C

INVOICE VOUCHER

GRANTOR

Washington State Association of Counties
Attn: Bridget Lockling
206 10th Ave SE
Olympia, WA 98501

INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY

(SIGN IN INK)

#NAME?

(DATE)

FEDERAL I.D. NO. SOCIAL SECURITY NO. (For Reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ASSOCIATED BUILDING ADDRESS
	Administrative Costs					
	Benchmarking, Planning, and Reporting					
	County Staff Hourly Billing detail attached					
	Subcontracts:					
					-	
					-	
					-	
	Energy Audits					
	Subcontracts:				-	
					-	
	Total All				\$0.00	
PREPARED BY		TELEPHONE NUMBER	DATE	AGENCY APPROVAL		DATE
ACCOUNTING APPROVAL FOR PAYMENT		DATE			WARRANT TOTAL	WARRANT NUMBER