



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Thursday, September 05, 2024
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1 (Water Resources & Sustainability Department)
- [4.](#) Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program (Water Resources & Sustainability Department)
5. Additional Items
6. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/83220820998?pwd=uDlpabqNbHb1gfNXW4grGNh8IMzJam.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 832 2082 0998 and Passcode 503889.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an

accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us.

TO: Public Works Committee
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: September 5, 2024
 SUBJECT: Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1

1) Recommended Action:

Place the Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1 on the September 17, 2024 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

Part of Pioneer Park's shoreline is rapidly eroding away, sending approximately 2,380 cubic yards of fine sediment every year into the Deschutes River, listed as impaired for fine sediment per the Clean Water Act, Section 303(d) and home to a critical stock of coho salmon. The City received grant funding from the Department of Ecology to design, permit, and construct a riparian restoration project to stabilize the slope and improve habitat conditions at Pioneer Park.

In order to meet all of these goals, the project was split into two phases with two different grants. Phase 1 is focused on upland work within the park and Phase 2 will focus on in-water work within the Deschutes River. This grant amendment #1 represents a re-scoping of the original grant agreement with the Department of Ecology to reflect the Phase 1 work. The agreement moves funding around between tasks within the grant and extends the grant deadline from October 14, 2024 to October 14, 2025.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

4) Alternatives:

☐ Reject provisions of the grant agreement

5) Fiscal Notes:

This grant amendment will cover Phase 1 work which will cost \$450,781.33. The Department of Ecology grant covers \$338,086.00 while the Stormwater utility covers the additional \$112,695.33. Tumwater has already secured \$500,000 in grant funding for Phase 2 work and that grant requires no matching funds from the City.

6) Attachments:

- A. Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1



**AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2022-Tumwat-00092
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF TUMWATER**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Tumwater (RECIPIENT) for the Pioneer Park Restoration (PROJECT).

Due to a lengthy permitting process, a time extension is needed to complete deliverables under this agreement. This amendment extends the agreement expiration date from October 14, 2024, to October 14, 2025. Because of increased design and permitting costs this amendment also reduces the scope of work including reduced permit submittal and planting scope and elimination of streambank stabilization work and construction management. It retains the design and implementation of floodplain channel enhancement in the outer portion of the site. Streambank stabilization and remaining riparian planting will be completed under the upcoming 2025 agreement. This amendment also shifts funds between tasks to reflect budget changes.

The task budget is modified as shown below.

Task 1. Grant and Loan Administration remains the same at \$5,000.

Task 2. Designs Plans, Specifications and Permitting is increased by \$181,278.08, from \$49,627.71 to \$230,905.79.

Task 3. Construction Management is decreased by \$14,875.54, from \$14,875.54 to \$0.00.

Task 4. Streambank Stabilization and Buffer Restoration is decreased by \$166,402.54, from \$381,278.08 to \$214,875.54.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 450,781.33 Amended: 450,781.33

Total Eligible Cost:

Original: 450,781.33 Amended: 450,781.33

Effective Date:

Original: 10/15/2021 Amended: 10/15/2021

Expiration Date:

Original: 10/14/2024 Amended: 10/14/2025

Project Short Description:

Original:

The RECIPIENT will design and construct a riparian restoration project along the Deschutes River at River Mile 2.0, which is

impaired for bacteria, temperature, and dissolved oxygen. The RECIPIENT will stabilize a 1,000-foot section of eroding bank and increase channel complexity to reduce erosion. The RECIPIENT will also plant 0.86 acres of riparian buffer along 375 feet of the stabilized right bank to reduce stream temperature and bacteria and increase dissolved oxygen.

Amended:

This first phase of a riparian restoration project along the Deschutes River at River Mile 2.0 which is impaired for bacteria, temperature, and dissolved oxygen, the RECIPIENT will design and implement a floodplain channel enhancement and riparian planting in the outer part of the site. Under a 2025 grant, the project will stabilize a 1,000-foot section of eroding bank and complete remaining plantings to create a riparian buffer along 376 feet of the stabilized bank to reduce pollutants.

Project Long Description:

Amended:

This project is the first phase of a riparian restoration project to stabilize the slope and improve riparian conditions along the Deschutes River at River Mile 2.0, located in Pioneer Park. In this first phase, the RECIPIENT will complete the design and implementation of floodplain channel enhancement and riparian planting in the outer part of the site.

The second phase, under grant agreement WQC-2025-Tumwat-00054, will design and construct the in-water features along 1,000 feet of the Deschutes River, and install final plantings.

Numerous studies have shown the Deschutes River has critical stocks of Coho salmon and suffers from poor water quality. The project site has been identified in the Deschutes River TMDL as needing a 46 percent reduction in fine sediment loading. The site currently contributes over 2,380 cubic yards of fine sediment every year to the Deschutes River. In addition, the site has been identified as needing a 50 percent increase in shading, highlighting the need for substantial riparian restoration work along this reach. This project, along with the subsequent project, will address these pollution problems by reducing sediment inputs caused by accelerated erosion, reducing water temperature by re-establishing the shade provided by native riparian forest, and restoring aquatic habitat by increasing in-stream complexity within the project area.

Work for this project began in 2010, with conceptual designs including hydraulic modeling, geomorphic assessments, topographic survey data, and public use surveys. In 2014, the South Puget Sound Salmon Enhancement Group (SPSSEG) received a Salmon Recovery Funding Board grant (#14-1405) from the Washington State Recreation and Conservation Office (RCO). The outcome of that grant was a preliminary design report for bank stabilization, riparian zone establishment along 1,000 linear feet of bank, increased channel complexity using large woody debris and rock barbs and directed water into the main channel during low flows to help protect swimmers and tubers. In the four years since the preliminary designs were originally conceived, the river has changed dramatically. On average, the Deschutes River channel through Pioneer Park migrates 9.4 feet per year. Due to this large change, the core plans from the preliminary designs are no longer functional. This phase of the project will complete designs, permitting, and plantings for the outer portion of the site.

Overall Goal:

The goal of this grant is to complete designs, permitting, and planting for the outer portion of a site on the Deschutes River at Pioneer Park. Once this two-phase project is completed, it will decrease mobilization of fine sediments, 2,380 cubic yards of which are currently entering the system every year. The project will re-establish native riparian forest to improve impaired riparian conditions and lower summer water temperatures while maintaining a safe environment for boaters, tubers, swimmers, and other users of the Deschutes River and Pioneer Park.

CHANGES TO THE BUDGET

Funding Distribution EG220270

Funding Title: Centennial Clean Water
Funding Type: Grant
Funding Effective Date: 10/15/2021 Funding Expiration Date: 10/14/2025
Funding Source:

Title: Centennial-SFY22
Fund: FD023N
Type: State
Funding Source %: 100%
Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects.

Approved Indirect Costs Rate: Approved State Indirect: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: Yes
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Centennial Clean Water	Task Total
Grant and Loan Administration	\$ 5,000.00
Design Plans, Specifications and Permitting	\$ 230,905.79
Construction Management	\$ 0.00
Streambank Stabilization and Buffer Restoration	\$ 214,875.54

Total: \$ 450,781.33

CHANGES TO SCOPE OF WORK

Task Number: 1

Task Cost: \$5,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$230,905.79

Task Title: Design Plans, Specifications and Permitting

Task Description:

A. The RECIPIENT will develop a project Design Package. Projects must be designed in accordance with the SFY22 Funding Guidelines and the WDFW Stream Habitat Restoration Guidelines. Project designs must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement. The RECIPIENT will upload a digital copy of the items listed below to EAGL for ECOLOGY review. Ecology review may take up to 45 days. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. Develop design report in accordance with Nonpoint Design Deliverables guidance provided by the ECOLOGY Project Manager (PM). Submit to ECOLOGY for 45-day review. The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design. Design elements will include a plan to meet the Deschutes River TMDL goals of reducing fine sediment by 46 percent (1,095 cubic feet/year) and increasing shade by 50 percent along approximately 1,000 linear feet of stream channel in the Deschutes River (River Mile 2.0). The design may include one riffle, constructed rock/boulder barb(s), and revegetating the stabilized bank using soil wraps to be seeded and planted with willow stakes.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, project construction schedule, and bid insert provided by the ECOLOGY PM. The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

B. The RECIPIENT will complete the following planning activities and submit all required documents to the ECOLOGY PM for review and approval, and upload to EAGL, prior to signatures (where required), and beginning work:

1. An Ecology Cultural Resources Review Form and an Inadvertent Discovery Plan (IDP) for each project site. The RECIPIENT will not initiate any work on the project site until consultation is completed and a written notice to proceed is received from ECOLOGY.

2. All permitting and State Environmental Policy Act (SEPA) required by federal, state, and local laws and ordinances and documentation that these requirements have been met.

3. A Riparian Planting and Maintenance Plan for all work implemented using a template approved by the ECOLOGY PM. This Plan will include maintenance and monitoring of installed riparian vegetation short-term (5-year minimum) and

long-term (10-year minimum) activities after implementation. The RECIPIENT will update and submit the Final Plan after implementation (as needed).

4. An ECOLOGY BMP Approval Form. The form will include, or be submitted with, all site-specific plans/designs, maps, and other supporting documents.

Task Goal Statement:

The RECIPIENT will complete all planning, 90 percent design, environmental review, and permitting tasks related to the project. The RECIPIENT will also submit the associated deliverables to ECOLOGY and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the appropriate planning, design, environmental review, and permitting requirements set forth by ECOLOGY design standards, and all other applicable federal, state, and local laws and regulations.

Deliverables

Number	Description	Due Date
2.1	Contract documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Cultural resource review requirements. Submit the Ecology Cultural Resources Review Form and any supplemental cultural resource documentation, including surveys, to the ECOLOGY PM. Upload an Inadvertent Discovery Plan for each site to EAGL, prior to project installation. Do not upload any other cultural resource related documents to EAGL.	
2.3	Required permitting. Upload documentation to EAGL for each site that shows all permit requirements are met for each site, prior to project installation.	
2.4	Riparian Planting Plan. Upload an approved, signed plan to EAGL for each site, prior to project installation.	
2.5	Maintenance Plan. Submit draft plan to ECOLOGY PM for review and approval prior to implementation. Upload Final Stewardship Plan to EAGL after implementation.	
2.6	BMP Approval Form. Complete and submit to ECOLOGY PM for each implementation site with associated site plans, maps, and supporting documentation. Upload an approved, signed copy to EAGL, prior to BMP installation.	
2.7	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	60 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
2.11	Responses to ECOLOGY 60 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	60 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.13	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	

2.14	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.15	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.16	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 3 **Task Cost:** \$0.00

Task Title: Construction Management

Task Description:

This task is removed via amendment 1.

Task Goal Statement:

This task is removed via amendment 1.

Task Expected Outcome:

This task is removed via amendment 1.

Deliverables

Number	Description	Due Date
3.1	This task is removed via amendment 1.	

CHANGES TO SCOPE OF WORK

Task Number: 4 **Task Cost:** \$214,875.54

Task Title: Streambank Stabilization and Buffer Restoration

Task Description:

A. The RECIPIENT will employ infill planting to augment sparse areas of existing native vegetation starting 250 feet from the current bank and plant toward the riverbank for the first 100 to 150 feet of the riparian buffer. This phase of the planting will occur along 375 feet of the Deschutes River and be in accordance with the requirements found in Appendix J of the SFY 2022 Funding Guidelines. This will give plants time to start establishing before conducting streambank stabilization work and the remaining riparian buffer is planted under a 2025 agreement.

B. The RECIPIENT will conduct project effectiveness monitoring and provide appropriate maintenance in accordance with the Riparian Planting and Maintenance Plan.

Task Goal Statement:

Install the first part of a riparian buffer to be completed with funding that has been awarded by ECOLOGY for a SFY 2025 agreement.

Task Expected Outcome:

A 100-to-150-foot buffer along 375 of the Deschutes River with increased riparian vegetation and separated from the river by approximately 100 feet to allow for streambank stabilization work to take place with future funding.

Deliverables

Number	Description	Due Date
4.1	Riparian buffer implementation. Conduct invasive weeds control and install native trees and shrubs along 375 linear stream feet of the Deschutes River to form a 100-to-150-foot riparian buffer set away from the bank by 100 feet. Report progress in progress reports and final results in the Recipient Closeout Report (Task 1).	
4.2	Vegetation and monitoring and maintenance. Provide effectiveness monitoring and maintenance to achieve objectives in accordance with the Riparian Planting and Maintenance Plan. Provide results in progress reports and final plant survival and density in the Recipient Closeout Report (Task 1).	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Clean Water	25 %	\$ 112,695.33	\$ 338,086.00	\$ 450,781.33
Total		\$ 112,695.33	\$ 338,086.00	\$ 450,781.33

TO: Public Works Committee
 FROM: Alyssa Jones Wood, Sustainability Coordinator
 DATE: September 5, 2024
 SUBJECT: Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program

1) Recommended Action:

Place the Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program on the September 17, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

In 2023, the City Council approved an Interlocal Agreement with Thurston County, Olympia, and Lacey to develop and launch a Residential Energy Efficiency and Electrification Campaign in 2025. This grant will allow approximately 20 – 40 low- and moderate-income households to benefit from turnkey installations of electric home appliances such as heat pumps, heat pump hot water heaters, and induction stoves.

3) Policy Support:

- City Council Strategic Priorities and Goals 2023 - 2024
 - B. Be a Leader in Environmental Sustainability
 - 4. Continue to update and advance the Climate Action Plan.
 - Thurston Climate Mitigation Plan, Resolution No. 2021-001.
-

4) Alternatives:

- ☐ Reject the grant funding.
-

5) Fiscal Notes:

The City has been awarded a grant amount of \$447,540. No city match is required.

This project 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.

6) Attachments:

- A. Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program



Interagency Agreement with

City of Tumwater

through

State Home Electrification and Appliance Rebates Program

**Contract Number:
24-92701-024**

For

City of Tumwater - Electrification and Appliance Rebates Program

Dated: Wednesday, May 1, 2024

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Face Sheet

Contract Number: 24-92701-024

Energy Division Clean Buildings Unit Home Electrification and Appliance Rebates Program

1. Contractor City of Tumwater 555 Israel Road SW TUMWATER, WA 98501		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Alyssa Jones Wood Sustainability Coordinator (360) 754-4140 ajoneswood@ci.Tumwater.wa.us		4. COMMERCE Representative Aaron Dumas Program Manager (564) 999-1414 Aaron.dumas@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div>	
5. Contract Amount \$477,540	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date <Insert date>
8. End Date 6/30/2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN: N/A			
10. Tax ID # 91-6001520	11. SWV # SWV0007172-00	12. UBI # 344000001	13. UEI # LLLDHHS4E5G1
14. Contract Purpose To administer a program that provides rebates and incentives to low- and moderate-income households and small businesses to purchase and install high-efficiency electric equipment and appliances.			
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 documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Program Work Plan			
FOR CONTRACTOR NOT AUTHORIZED FOR SIGNATURE _____ Debbie Sullivan, Mayor _____ 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 Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or 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 Home Electrification and Appliance Rebates 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 CAA funding through a generally visible decal.

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 \$477,540, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. 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 not more often than monthly nor less than quarterly.

The invoices 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 24-92701-024. 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.

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.).

6. 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.

7. 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.

8. 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.

9. 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 – Program Work Plan

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 Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this 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 Contract, and shall include all employees and agents of the Contractor.
- E. "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).
- F. "State" shall mean the state of Washington.
- G. "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.

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

Purpose

Engrossed Substitute Senate Bill 5200 Section 1008 Subsection 1 states:

Home Electrification and Appliance Rebates (HEAR) Program

For the department (Commerce) to administer grants to eligible third-party administrators for heat pump and other high-efficiency electric equipment rebates, with a focus on low/moderate income households and small businesses. State incentives and rebates for installation of high efficiency electric equipment, including electrical panel upgrades, provide a benefit to the public consistent with the state's energy strategy and climate mandates by reducing greenhouse gas emissions from the built environment.

- (a) \$75,000,000 of the climate commitment account-state appropriation is provided solely for the department to administer ESSB 5200.PL grants to low/moderate income households and small businesses.

Commerce shall implement a statewide high efficiency electric equipment program consistent with the following:

- (a) Aid the transition of residential and commercial buildings away from fossil fuels by providing education and outreach resources for the installation of high efficiency electric heat pumps and other high efficiency electric equipment;
- (b) Provide grants, coordination, and technical assistance to eligible third-party administrators to promote the adoption of high efficiency electric heat pump equipment for space and water heating; and
- (c) Develop strategies to ensure that the program serves low income households, vulnerable populations, and overburdened communities, including dedicating a portion of the program funding for this purpose.

Tasks and Deliverables

Task 1: Funding Priorities

Third-party administrators that receive funding through HEAR, must meet the following funding priorities:

1. **Provide rebates and incentives that serve the following populations:**
 - a. Low-income single- and multifamily households with household income of 80% or less of Area Median Income.
 - b. Moderate-income single- and multifamily households with household income between 80% and 150% of Area Median Income.
 - c. Small businesses with fifty (50) employees or less, or otherwise meet the definition in RCW 39.06.010(22)
2. Rebates and incentives must be for the purchase or installation of high-efficiency electric equipment, including, but not limited to:

Table 1: Eligible High-Efficiency Electric Equipment

Upgrade Type	Eligible Equipment
Appliance	Electric Heat Pump Water Heater
	Electric Air-source or Ground source Heat Pump for Space Conditioning
	Commercial or Residential Induction Kitchen Equipment
	Electric Heat Pump Clothes Dryer

Electric Service necessary for the installation of high-efficiency electric equipment	Electrical Service and Panel Upgrade
	Electric Wiring

- (a) All equipment must meet the following requirements:
- Remove all fossil fuel equipment where technically and economically feasible.
 - All air-source heat pumps must be listed on the Northeast Energy Efficiency Partnership's (NEEP) Cold Climate Air Source Heat Pump (ccASHP) Product List, or meet the most recent ENERGY STAR Cold Climate product criteria.
 - All equipment must be ENERGY STAR Certified or CEE North Region Certified.
 - All equipment that uses refrigerants must follow the statutory global warming potential (GWP) limits from the Washington State Department of Ecology and the U.S. Environmental Protection Agency (EPA), and where technically and economically feasible, must use low GWP refrigerants listed by the EPA's Significant New Alternatives Policy (SNAP) Program, or the California Air Resources Board (CARB).
- (b) Mechanical, electrical, and plumbing (MEP) equipment may be eligible if necessary for the installation of eligible high-efficiency electric equipment listed in Table 1.
- (c) Education and outreach resources to promote the adoption of high-efficiency electric equipment and build workforce capacity.
- (d) Program administration costs not to exceed 15 percent of grant funds.

Task 2: Program Work Plan and Outcomes

Grantees must provide a work plan to COMMERCE. Work plans must address the following:

1. High-level description of the program, including goals and outcomes.
2. Description of the jurisdiction that the program will serve. This may include information on rural status, median income, and population demographics.
3. Total funding for the program – Commerce grant funds plus matching funds – and an anticipated budget that must include at a minimum:
 - a. Costs for rebates and incentives for eligible high-efficiency electric equipment
 - i. Costs should be categorized into the funding allocated to household and small business rebates and incentives, and subsequently by the eligible equipment rebates and incentives the program is providing (as described in Task 1).
 - b. Costs for outreach and education, if applicable.
 - c. Administrative costs.
4. Grantees must ensure that their program only provides rebates and incentives to the eligible rebate recipients listed in Task 1.
 - a. What populations or subsets of the listed eligible rebate recipients, does this program primarily serve? How will your jurisdiction prioritize the populations that will receive rebates and incentives?
 - b. How will the program qualify eligible households and small businesses to receive rebates or incentives? Possible methods for verifying eligibility of households may include participation in other income-qualified benefits programs (LIHEAP, SNAP, etc), tenancy in income-qualified housing units, or other methods, which verify income against the thresholds described in Task 1.
5. Describe how your jurisdiction, and any partners or subcontractors will, provide outreach and education about the program, and resources for the installation of high efficiency electric equipment.
 - a. What strategies will this program use to reach low-income households, vulnerable populations, and overburdened communities?
6. Describe the process for distributing rebates and incentives, including any application process that rebate recipients or contractors must follow.

7. Describe partnerships or subcontracts that the Grantee will use to complete the proposed scope of work of the program.

Task 3: Expenditure Reporting

1. All Grantees are required to submit Project and Expenditure Reports
 - a. Grantees must provide COMMERCE quarterly reports with an official expenditure report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program and any backup invoice documentation requested from COMMERCE. The expenditure report/ledger must include:
 - i. Number of households and small businesses that were provided rebates and incentives to purchase or install high-efficiency electric equipment and appliances
 - ii. Site information for households and small businesses that received rebates and incentives:
 1. Address, city, and zip code
 2. Date rebate or incentive claimed or issued
 3. Household income or small business size verification
 4. Pre-rebate fuel type of the household or small business
 5. Technical specifications of the equipment and appliances purchased or installed through the program, including, but not limited to the equipment brand, certifications, efficiency (SEER/HSPF/EER/COP), and cost
 6. Amount of the rebate or incentive claimed or issued
 7. Applicable building and electrical permit numbers
2. Grantees must provide COMMERCE an official final/close out expenditure report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program.
3. Grantees shall also provide information for any subawards, contracts, transfers, and direct payments made using funding from the program.
4. COMMERCE will withhold 2% of the total reimbursable amount for each item listed in Attachment B: Budget until the Grantee provides the official report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program.

Attachment B: Budget

Item	Description	Amount
1	Grant to administer a rebates and incentives program for high-efficiency electric equipment and appliances	\$477,540.00
	Total Grant Amount	\$477,540.00

Attachment C: Program Work Plan

1. Program Description

Thurston County and the cities of Olympia, Lacey and Tumwater are working together as the Thurston Climate Mitigation Collaborative (“TCMC”) to plan a Residential Energy Efficiency and Electrification Campaign (“EEE Campaign”) that will provide outreach and financial incentives to accelerate residential building decarbonization throughout the county. The EEE Campaign aims to support energy equity by prioritizing benefits to low- and moderate-income (LMI) single- and multi-family households. Within the framework of this broader program, Tumwater will utilize its HEAR funding to provide rebates and incentives to LMI residents of Tumwater.

All proposed rebates and installations include the following HEAR-eligible appliances and services:

- Heat pump water heaters
- Heat pump space conditioning
- Induction kitchen equipment
- Heat pump clothes dryers
- Electrical service and panel upgrades, when necessary for the installation of the above equipment
- Electric wiring, when necessary for the installation of the above equipment.

The City of Tumwater will efficiently distribute the HEAR rebates/incentives by incorporating methods used by existing local programs. Specifically, Tumwater will build on and expand the City of Olympia’s Energize Olympia program, which provides 100% cost coverage installations for eligible equipment for low- and moderate-income households (up to 120% area median income, AMI). Additionally, the City of Tumwater may design and offer rebates for residents earning 121-150% AMI for eligible equipment. Final incentive/subsidy amounts will be determined via stakeholder outreach during Phase I of the EEE Campaign development in summer 2024. During this phase we will also identify local campaign partners, finalize the campaign launch and implementation schedule, brand the campaign and develop a communications plan.

The goal of the program is to support comprehensive, equitable electrification services to City of Tumwater residents, with an anticipated outcome of supporting approximately 20-40 fully subsidized installations of eligible equipment with Commerce HEAR funding.

2. Jurisdiction Service Description

The EEE program in Tumwater will be focused on targeted financial incentives and customer support to galvanize consumer action and remove barriers to energy efficiency through the installation of home electrification equipment and appliances. According to US Census 2022 ACS 5-year estimates, the City of Tumwater has a total population of approximately 25,350 residents as of 2023 consisting of:

- 13.6% of persons aged 65 and older
- 2.6% of persons identifying as Black or African American alone

- 1.3% of persons identifying as American Indian and Alaska Native alone
- 5.4% of persons identifying as Asian alone
- 8.7% Hispanic or Latino
- 11.8% two or more races
- 8.2% persons in poverty
- A median household income of \$84,177 per year.

3. Program Funding

Tumwater's total projected funding for EEE Campaign incentives is fully encompassed within the HEAR award of \$477,540. Unlike other TCMC jurisdictions involved in the EEE Campaign, Tumwater's population size has limited the City's access to other federal funds to leverage and grow this program. However, Thurston County was able to secure an EECBG Fellow, which will provide some staff capacity to help TCMC communities develop, administer, and ensure sustainability of the EEE Campaign.

The anticipated budget for the City of Tumwater's HEAR funds is shown in Table 1 below.

Table 1. Anticipated EEE Budget: HEAR Funds		
1	Residential Rebates and Incentives	\$405,909
2	Administration, including outreach & education (15%)	\$71,631
Total		\$477,540

4.a Populations Served & Prioritized

This residential program serves low- to moderate-income households, prioritizing the following populations:

- Low-income homeowners
- No working heat source, or oil/wood/propane/natural gas heating households
- No working air conditioner
- Seniors (one or more persons aged 65 or older)
- Large households (6 or more residents in house)
- Homeowners with disabilities
- Participants of Tumwater's Utility Lifeline program (seniors or low-income disabled households)

4.b Qualification and Verification

Residential Program

Tumwater's EEE campaign will serve both single-family and multifamily households, including rental households. For both single-family and multifamily rental households, the Program will require a signed landlord or building owner consent to participation in the program.

Single-family: All single-family households will be required to sign self-attestation of income. The Program will verify customer incomes through one of two methods:

1. Households will be asked to provide up-to-date registration information from another program with income requirements equal to or less than Program AMI requirements; examples are listed in Table 2.
2. Households send in income information (most recent Form 1040 tax form) allowing for independent income verification.

Multifamily: For participating multifamily buildings to be considered low-income, at least 50% of the multifamily units must have incomes less than 81% AMI, verified through one of the above two methods. Alternatively, income-qualified subsidized housing would also qualify.

Table 2. Income-Qualified Programs and Associated Verification Information	
Medical (Apple Health-Medicaid)	ProviderOne Number with Health Care Authority or Washington Department of Social and Health Services (DSHS)
Basic Food/SNAP	Aces (Automated Client Eligibility System) ID number
Cash Assistance (through DSHS)	Aces ID number
Social Security Benefits	Copy of award letter to the federal program.
Veterans	Copy of award letter to the federal program.
Aged Blind Disabled (ABD)	ProviderOne Number with DSHS
Supplemental Security Income (SSI)	ProviderOne Number with Health Care Authority
City of Tumwater Utility Lifeline Program (UDP)	Copy of Tumwater utility electricity bill showing Lifeline enrollment

5.a Outreach and Education Strategies

Tumwater's EEE campaign will educate residents of Tumwater through a series of educational workshops hosted by the TCMC, City of Tumwater, and/or installers. The workshops will provide information on the benefits of heat pump technology, induction cooking, home electrification, and an overview of the program pathways and the installation process, as well as information on the many available financial incentives including federal tax credits and local utility incentives from Puget Sound Energy. Handouts, slides, and any printed materials provided during the workshops or in the recruitment of workshop attendees will include the required language citing that the program is funded by the Climate Commitment Act.

In addition to the workshops, Tumwater will conduct outreach directly to Utility Lifeline Customers, targeted radio advertising, tabling at community events and spaces, sharing marketing materials and flyers throughout the City, and informational meetings with various community groups. These outreach methods will include verbal (in the case of radio advertising) and/or written acknowledgment of the Climate Commitment Act funding that makes the program possible.

5.b Partnerships

The City of Tumwater will partner with other TCMC jurisdictions to launch this regional program. That launch includes developing partnerships and installer agreements to ensure the success of the program.

- **Local Government Partners:** The EEE campaign will be implemented at a regional scale via an Interlocal Agreement (ILA) between Thurston County, City of Olympia, City

of Lacey, and City of Tumwater at minimum. Additional jurisdictions may opt-in to join the campaign. The ILA will specify the roles and responsibilities of each partner including program management, management of third-party contracts, funding, and in-kind commitments.

- **Campaign Partners:** Partnerships will be finalized during Phase I of the EEE campaign development (summer 2024), and may include South Puget Sound Habitat for Humanity, Thurston County Public Health & Social Services, Community Action Council, and/or other community-based organizations. For example, in the Energize Olympia program, Habitat for Humanity has provided heat pump installations for LMI participants, site assessments, subcontract management, and collaboration on program outreach and recruitment.
- **TBD Installer:** A TBD installer(s) will provide information for educational workshops, conduct free site assessments, offer streamlined access to financial incentives and equipment rebates, and execute all installations for the program. Tumwater and partners will aim to negotiate a group purchase discount (e.g. 10%) to allow program dollars to fund more fully subsidized installations.
- **Puget Sound Energy:** Puget Sound Energy (PSE) is the local electric utility and natural gas utility for Tumwater. PSE provides a variety of incentives including home electrification assessments and energy efficiency rebates. The partner jurisdictions will coordinate with PSE on outreach/marketing and training of the TBD Installer(s) to ensure all applicable utility incentives are provided to participants as a time-of-sale discount.

6. Distribution Process

To receive a fully subsidized home electrification installation (which may include one or more appliances), participants must progress through the program via the following steps:

1. Sign up for and attend a program workshop.
2. Submit a program application and specify that the household is interested in receiving a subsidized installation.
3. Program staff will verify site eligibility and request income eligibility information.
4. Program staff will provide the participant with a status update and notify the installer that the participant is ready to schedule a site assessment.
5. Participants will schedule and receive HEAR-eligible installation(s) from the installer.
6. The Installer will submit the customer invoice from the installation to program staff verifying the HEAR-eligible equipment installed, and request reimbursement.