

AGREEMENT
FOR PROFESSIONAL SERVICES

Agreement No. 240301

THIS AGREEMENT is made and entered into as of the date last written below, by and between **PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY**, hereinafter referred to as the "District," and **Consultant**, located **City ST**, hereinafter referred to as the "Consultant". The District and the Consultant are hereinafter referred to collectively as the "Parties".

IN CONSIDERATION of the mutual promises set forth herein, the Parties hereto agree as follows:

ARTICLE 1
SCOPE OF SERVICES

1.1 Background and Purpose

The purpose of this professional services contract is to design and provide a Clean Energy Transformation Act (CETA) and Bonneville Power Administration (BPA) compliant Low Income Energy Assistance Program (the Program) and to develop a comprehensive manual for the Program. The Program aims to address the energy needs of low-income individuals and families, ensuring compliance with CETA regulations and BPA policy. The Consultant will be responsible for outlining all procedures in the Program manual.

1.2 Description of Services

Consultant will provide the following services:

- 1) Design of CETA and BPA compliant program:
 - a. Develop a program framework that aligns with BPA policy and CETA regulations;
 - b. Identify eligibility criteria for program participants based on income levels and other relevant factors; and
 - c. Design the structure of energy assistance and weatherization services, ensuring compliance with CETA guidelines and BPA's 2024-2025 Rate Period Implementation Manual.
- 2) Development of the Program Manual:
 - a. Document all procedures related to the implementation of the Program,
 - b. Provide a comprehensive guide outlining the application process, participant selection, and benefit distribution and weatherization measure selection; and
 - c. Include detailed instructions on program administration, reporting requirements, and measures compliance.

Consultant will deliver the following:

- 1) CETA-Compliant Low Income Energy Assistance Program:
 - a. Program framework and eligibility criteria; and
 - b. Benefits structure document.
- 2) Low Income Program Manual:
 - a. Comprehensive manual documenting all procedures; and

- b. Clear guidelines on program administration, reporting, and compliance.

1.3 Schedule of Work

Consultant shall commence work upon receipt of notice to proceed from the District and shall complete services within six (6) months from notice to proceed letter.

ARTICLE 2 COMPENSATION

2.1 Fee

The District shall compensate the Consultant *RATE or AMOUNT*, at a not-to-exceed contract amount of \$xxxxx.00, as outlined in Consultants proposed agreement (Exhibit A). The Consultant will not be reimbursed for any expenses incurred in connection with providing services.

Consultant will submit invoices monthly for time incurred in the previous month, provided that the cumulative invoiced amount is not greater than the not-to-exceed amount of \$xxxx.00, and not more than once every thirty days. The District agrees to pay all undisputed invoice amounts within thirty (30) days of the invoice date. The District agrees to notify Consultant of any disputed invoice amounts within ten (10) business days of receipt of the invoice. Consultant's total compensation shall not exceed \$xxxx.00 without the prior written approval of the District.

2.2 Payment Address

All payments due Consultant shall be paid to:

NAME
Address
City ST Zip

2.3 Additional Services

The District may request Consultant perform additional services not included within the specific Scope of Work set forth in this agreement. Any such services to be provided by Consultant may be described in change orders executed by the District. The Parties intend that a change order executed by the Parties shall become a supplement to and part of this agreement.

ARTICLE 3 INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

3.1 Indemnification

Consultant agrees to indemnify, defend, and hold harmless the District from and against third-party claims for damages for personal injury or loss, including death, and property damage to the extent caused by the negligent acts, errors, or omissions of Consultant's employees, officers, and agents in the performance of services under this agreement. This duty to indemnify, defend and hold harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the District or its agents or employees. Consultant's duty to indemnify, defend and hold harmless the District for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of both Parties or

their agents or employees shall apply only to the extent of the negligence of Consultant's employees, officers or agents.

Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

Consultant's duty to defend, indemnify and hold harmless the District shall include, to the extent of Consultant's negligence, personnel-related costs, reasonable attorneys' fees, court costs, and all other claim-related expenses.

The District and Consultant hereby certify that the terms and conditions of the foregoing indemnity provision are the subject of mutual negotiation by the Parties and are specifically and expressly agreed to in consideration of the mutual benefits derived under the terms of this agreement.

This provision shall survive the termination of this agreement.

3.2 Mutual Cyber Security Indemnification

Both parties agree to be responsible for the protection of their own computers, servers, hard drives, information systems, and email accounts from cyber security breaches, including but not limited to malicious software, viruses, hacking, and phishing scams ("Cyber Security Breaches"). Each party shall indemnify the other from any damages, liabilities, or expenses of every kind, including but not limited to reasonable attorney's fees, resulting from or arising out of their own Cyber Security Breaches, including wire fraud attempts directed to the other party resulting from such Cyber Security Breaches.

3.3 Workers' Compensation

Consultant shall maintain workers' compensation and employer's liability insurance of a form and in an amount as required by state law.

3.4 Insurance Requirement

Consultant shall secure and maintain a minimum of Professional Liability Insurance at Consultant's expense, in the amount of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) per policy aggregate limits, for damages sustained by reason of or in the course of operation under the Agreement, whether occurring by reason of acts, errors, or omissions of the Consultant. Consultant shall provide to the District a certificate of insurance, with the District named as an additional insured, prior to performance by Consultant of any Services in the Description of Services. Consultant shall provide thirty (30) days written notice to the District prior to cancellation of any such policy.

ARTICLE 4 TERMINATION

4.1 Termination of Agreement

This agreement may be terminated by either party at any time upon thirty (30) days prior written notice. In the event of termination by the District, Consultant shall cease work under the agreement and shall expend additional time only as necessary for the proper winding up of services. In the event of

termination not the fault of Consultant, Consultant shall be compensated for services performed prior to termination.

**ARTICLE 5
OWNERSHIP OF DOCUMENTS**

5.1 Ownership of Documents

All plans, specifications, reports, and other design documents prepared by Consultant pursuant to this agreement are instruments of service, which shall be deemed the property of the District. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Consultant.

5.2 District-Provided Information

The District shall furnish the Consultant available studies, reports, and other data pertinent to Consultant's services and Consultant shall be entitled to use and rely upon all such information provided by District or others in performing Consultant's services under this agreement.

**ARTICLE 6
SUBSTITUTION OF KEY PERSONNEL**

6.1 Substitution

Consultant may not substitute key Project personnel, without prior written consent of the District. Such a substitution without the District's prior authorization shall constitute grounds for termination of this agreement without notice to Consultant. In such event, the District shall not be liable to Consultant for fees and costs incurred by or on behalf of the substitute key Project personnel. The District will not unreasonably withhold approval of substitution.

In the event the District provides written consent to the substitution of key Consultant or sub-consultant Project personnel, Consultant shall be solely responsible for the fees and costs incurred by Consultant in bringing the substitute personnel to a level of Project understanding that is satisfactory to the District.

**ARTICLE 7
GENERAL PROVISIONS**

7.1 Representation

Each party designates the following as its primary contact person regarding performance of this agreement.

District Representative

Mattias Järvegren
PUD No. 1 of Clallam County
PO Box 1000
Carlsborg, WA 98324

Consultant Representative

Name
Consulting
Address
Port Angeles, WA 98362

7.2 Non-Discrimination

In the performance of the terms of this agreement, Consultant shall not engage in discrimination in the employment of persons because of race, creed, color, religion, national origin, age, physical handicap, marital status, sexual orientation or gender.

7.3 Dispute Resolution

Any dispute that arises out of the interpretation, performance, enforcement, or any other aspect of this agreement shall be governed by the laws of the State of Washington, and, unless the Parties agree in writing otherwise, shall be resolved by submitting the same to binding arbitration, which shall proceed according to the Washington Arbitration Act and shall be conducted within Clallam County, Washington; provided, however, that each party shall select a nominating person within ten (10) days of notice of the dispute from any party to the others. The District shall elect one nominating person, and Consultant shall elect one nominating person. The two nominating persons shall then meet and promptly select the arbitrator. If, within thirty (30) days of the notice of the dispute, the nominating persons do not select a person who agrees to serve as arbitrator, the arbitrator shall be selected by a Superior Court judge of Clallam County, State of Washington. The Parties shall require a written decision by the arbitrator as a condition of the selection of the arbitrator. The prevailing party as determined by the arbitrator shall be entitled to its reasonable attorney fees and costs associated with the arbitration. The Parties shall share equally the cost of the arbitration proceeding. Venue for any action brought on the arbitration award, including enforcement of such award, shall be in the Superior Court of Clallam County, State of Washington, and such action shall be governed by application of the laws of the State of Washington. The prevailing party in any such action on the arbitration award shall be entitled to its reasonable attorney fees and costs associated with such action.

7.4 Integration, Modification and Severability

This agreement, including all exhibits, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This is the entire agreement between the parties, there are no other agreements or representations not set forth herein, and this agreement incorporates and supersedes all prior negotiations, agreements, and representations. This agreement may not be modified except in writing signed by an authorized representative of each party.

If any provision of this agreement, or any phrase or clause within such provision, is deemed by law to be void, invalid, or inoperative for any reason, that phrase, clause or provision shall be deemed modified to the extent necessary to make it valid and operative; or, if it cannot be so modified, then such phrase, clause or provision shall be deemed severed from this agreement with the remaining phrases, clauses and provisions continuing in full force and effect as if the agreement had been signed with the void, invalid or inoperative portions so modified or eliminated. In addition, a phrase, clause or provision shall be substituted which is consistent with the intent of this agreement and the severed phrase, clause or provision.

7.5 Headings; Waiver; Assignment

The headings used in this agreement are for general reference only and are not part of the agreement. A waiver by any party of any provision or of a breach of this agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein. Neither party hereto may assign its duties and obligations hereunder without the prior written consent of the other party.

7.6 Counterparts

This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.7 Verification Regarding Debarment, Suspension And Other

By entering into this agreement the Consultant verifies that it and the principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

7.8 Right To Audit

The District shall have the right to audit all contractor records pertaining to the work performed at any time during a project and within one year after the completion of the work. At the District's discretion, prior to awarding a project, contractors may be removed from the list of approved bidders if exception is taken to the District's auditing requirements. Should a contractor refuse to allow the District to audit their records during the course of a project, the District may terminate the contract or agreement and deny the opportunity to bid on future District projects.

7.9 Contractor's Proprietary Information

The Contractor acknowledges the District is subject to chapter 42.56 RCW, the Public Disclosure Act, and this Contract shall be a public record as defined in RCW 42.56.040 through 42.56.550. Any specific information submitted to the District and claimed by the Contractor to be confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the District shall maintain the confidentiality of all such information marked or identified as confidential or proprietary. If a request is made to view the Contractor's proprietary information and the District intends to release the information, the District will notify the Contractor of the request and notify the Contractor of the date that such records will be released to the requester. It will be the responsibility of the Contractor to obtain any necessary court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the District will release the requested information.

7.10 Independent Contractor

It is understood that the Consultant is engaged in an independent business and that it will perform the work under this contract as an independent contractor and not as the agent, employee, or servant of the District; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work; that it will be solely responsible for the payment of its employees and for the payment of all federal, state,

county, and municipal taxes and contributions pertaining thereto, including but not limited to payments for Workmen's Compensation benefits; and that it will be responsible for its own acts and those of its subordinates, employees, and subcontractors during the term of this contract.

7.11 Contractor Or Third-Party Worker Retirement Status Verification

The parties hereto acknowledge that under Title 41 of the Revised Code of Washington, the District is obligated to report to the Washington Department of Retirement Systems any retirees in its employ, including contractors and subcontractors and their workers, who retired from certain Washington State retirement systems. Failure to report could result in a financial liability to the District. Accordingly, Contractor agrees to and shall report to the District the retirement status of all of its workers, subcontractors, and subcontractors' workers who will be performing services for the District under this Agreement. Contractor shall be responsible to pay any financial liability imposed upon the District by the Washington Department of Retirement Systems for pension overpayments resulting from Contractor's failure to properly report to the District such retirement status. In the alternative, Contractor may provide to the District the Social Security numbers of all its workers, subcontractors, and subcontractors' workers who will be performing services for the District under this Agreement, and the District shall undertake to verify the retirement status of those workers. In such event, Contractor shall be responsible to pay any financial liability imposed upon the District by the Washington Department of Retirement Systems for pension overpayments resulting from Contractor's failure to provide proper Social Security numbers for each such worker.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year last written below.

Public Utility District No 1 of Clallam County

Consultant

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____