

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

ENERGIZE THURSTON 2025 PROGRAM ADMINISTRATION

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20___, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and South Puget Sound Habitat for Humanity, a Washington non-profit corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.**

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A,” Scope of Services, Exhibit “B,” Launch and Implementation Plan, and Exhibit “D,” Commerce Grant Agreement, attached hereto and incorporated herein (the “Project”).

2. **TERM.**

The Project shall begin no earlier than December 3, 2024, and shall be

completed no later than June 30, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to Four Hundred and Seventy-Seven Thousand Five Hundred and Forty dollars and zero cents (\$477,540.00) as reflected in Exhibit C. (\$477,540.00) as reflected in Exhibit A.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall make payments for services on a reimbursement basis unless otherwise permitted by law and approved in writing by the CITY. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter. The SERVICE PROVIDER shall submit final invoices, along with any required reports to the CITY prior to June 30, 2025 to avoid loss of funding. The SERVICE PROVIDER shall submit reports (activity, service, financial, etc.) upon request by the CITY.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit itemized written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services. On the itemized written documentation, the SERVICE PROVIDER, shall document which services detailed in Exhibit A were performed and the scope of services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

H. The SERVICE PROVIDER shall attach to the invoice copies of any invoices, statements, and cancelled checks for goods or services purchased by the SERVICE PROVIDER and for which reimbursement under terms of this contract is being requested. If the invoice includes costs for staff time to provide the services, an itemization of staff hours must be listed with the requested reimbursement being equal to the number of itemized hours multiplied by the hour rate for staff to provide the services. The SERVICE PROVIDER shall list lump sum services for reimbursement as they are outlined in the applicable Exhibits. The SERVICE PROVIDER shall provide other documentation as requested by the CITY.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE

PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

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

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

C. The CITY shall be named as an additional insured on the insurance policy, except professional liability, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the

CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis

prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. The SERVICE PROVIDER may not subcontract any portion of this contract except with the express written permission of the City. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "E".

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

22. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or

to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

22. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

22. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may

conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number Of counterparts, which counterparts shall collectively constitute the entire Agreement.

Signatures on the following page

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

SOUTH PUGET SOUND HABITAT FOR
HUMANITY
PO Box 2522
Olympia, WA 98507-2522
UBI No. 601-128-379
Phone No. (360) 956-3456

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name:
Title: CEO South Puget Sound Habitat for
Humanity

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____

Exhibit “A” SCOPE OF WORK

Background

Energize Thurston 2025 is a regional heat pump group purchase program that aims to make it faster, easier, and more affordable for Thurston County (including Tumwater) residents to purchase and install efficient, all-electric heat pump space heaters and heat pump water heaters (HPHWH). Energize Thurston will reduce upfront costs through a group purchase discount provided by competitively selected Campaign Installer(s), and application of all available rebates as a time-of-sale discount. The campaign will offer two participant pathways:

- Low- and Moderate-Income (LMI) Pathway: will provide fully subsidized equipment installations for low-income households (<80% area median income; AMI) and partially subsidized installations for moderate-income households (≥80% but <120% AMI).
- Self-Funded Pathway: will provide a group purchase discount, free educational workshops, guidance on relevant incentives and financing, streamlined installation, and customer support available to all households in Thurston County.

Thurston County and the cities of Olympia, Lacey, Tumwater, and Tenino (“partner jurisdictions”) are entering into an Interlocal Agreement for regionally coordinated implementation of the campaign, and Thurston County is leading a competitive Request for Proposals (RFP) process to select the Campaign Installers. Each of the five partner jurisdictions have been awarded funds through the Washington State Home Electrification and Appliance Rebate (HEAR) Program to subsidize installations of eligible equipment for low- and moderate-income (LMI) households. Thurston County, Olympia, and Lacey have also applied for formula grants through the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant (EECBG) program, which will be used to subsidize installations of heat pump water heaters (HPWH) for LMI households. More details on Energize Thurston structure and processes are provided in the Launch & Implementation Plan (Exhibit B).

Energize Thurston builds upon the foundation of the Energize Olympia ductless heat pump campaign (2023-2024), expanding its scope to serve residents throughout Thurston County and to offer more equipment types (ducted and ductless heat pumps plus HPWH). South Puget Sound Habitat for Humanity (SPSHFH) has been a key partner in design and implementation of Energize Olympia, and has leveraged their own grant funds to augment the program. The partner jurisdictions intend to continue this established partnership with SPSHFH to administer the LMI Pathway for Energize Thurston 2025.

The budget for Tumwater’s portion of the Energize Thurston 2025 campaign is included in Exhibit C. This budget is anticipated to fund subsidized heat pump installations (combination of ducted and ductless), and subsidized HPWH installations, for qualifying LMI participants residing within Tumwater’s jurisdiction.

Serving as the Energize Thurston LMI Pathway Administrator, SPSHFH’s scope of services will consist of the following three tasks during the term of this contract.

Task 1: Campaign Administration

Campaign administration will begin upon contract execution in January 2025 and continue for the duration of the Energize Thurston campaign (estimated to run from March to June, 2025). After selecting Campaign Installers through the RFP process, staff from Thurston County and partner jurisdictions (“campaign staff”) will host a project kick-off meeting for SPSHFH and all selected Installers to finalize the campaign plan and timeline, review partner roles and expectations, and provide training on the “Monday.com” software for participant management.

SPSHFH will:

- Attend Energize Thurston project kick-off meeting and weekly check-in meetings.
- Review and provide feedback on the Energize Thurston Project Management and Participant Tracking boards on Monday.com, including partner roles and responsibilities.
- Review and provide feedback on Energize Thurston marketing and outreach materials.

Campaign staff will:

- Organize, schedule, and lead a project kick-off and weekly check-in meetings.
- Recruit and contract with installer(s) to provide discounted heat pump installations for the 2025 Energize Thurston campaign.
- Host and maintain participant management software on Monday.com. Provide training on Monday.com software as required.
- Develop and update the Project Management and Participant Tracking boards in Monday.com, including campaign tasks and status, timelines, and partner responsibilities.
- Finalize and print all campaign marketing and outreach materials.

Task 2: Income Verification and Customer Support

Throughout the duration of the Energize Thurston campaign (estimated March to June, 2025), low- and moderate-income (LMI) Tumwater residents who attend an Energize Thurston workshop may apply for a fully or partially subsidized installation of electric heat pumps, heat pump hot water heaters, and enabling electrical upgrades. Installations will be provided on a first-come, first-served basis, with at least 60% of available funding reserved for low-income (<80% AMI) applicants, as follows:

- Full Cost Coverage for Low-Income Households: Households under 80% AMI will be eligible for 100% cost coverage of equipment and services. The campaign will reserve at least 60% of available funding for this pool of applicants on a first-come first-served basis.
- Partial Cost Coverage for Moderate-Income Households: Households with annual incomes of at least 80% AMI but less than 120% AMI will be eligible for partial cost coverage of eligible equipment and services. Moderate-income households will contribute 20% of the total installation cost up to a maximum contribution of \$2,500 per household.

SPSHFH will:

- Within 3 business days of receiving applicant contact information from Campaign Staff, follow up with applicants to provide information about next steps and request documentation for income verification.
- Within 3 business days of receiving the required documentation, conduct income verification and notify the applicant of income verification results. Document all income verification results such as eligibility for the LMI pathway, low- or moderate-income status, and installation funding source within the participant management software.

- If the applicant's income verification is approved, and sufficient grant funding remains for equipment installation, proceed with lead distribution and site assessment, as outlined in Task 3.
- If the applicant's income verification is approved, but grant funding for equipment installation has been exhausted within their jurisdiction and/or other grant funding made available through SPSHFH, place the applicant on the program waitlist. Notify the applicant of their position on the waitlist and options to proceed with a self-funded installation. If the applicant chooses to proceed with a self-funded installation site assessment, notify the jurisdiction partner for follow-up. Update the participant management software to indicate the applicant's position on the waitlist.
- If the applicant's income verification is not approved, notify the applicant and jurisdiction partners, and inform the applicant about options to proceed with a self-funded installation. If the applicant chooses to proceed with a self-funded installation site assessment, notify the jurisdiction partner for follow-up.
- Provide case management and customer support for all LMI applicants unless the applicant chooses to proceed with a self-funded installation, or it is determined that the applicant does not meet the income qualification program requirements.

Campaign Staff will:

- Conduct initial applicant intake for all program applicants, verify their address and assign them to their appropriate jurisdiction in the participant management software.
- Provide SPSHFH with participant names, addresses, and contact information for all eligible applicants (i.e., households residing within Tumwater's jurisdiction) who have requested a fully or partially subsidized installation.
- Manage Self-Funded Energize Thurston 2025 applications, including providing participant information to Installers, and verification of installation pricing and equipment per the 2025 Installer contracts.
- Provide case management for all program applicants proceeding with a self-funded installation, which may include some LMI participants.

Task 3: Equipment Installation and Quality Assurance

Throughout the duration of the Energize Thurston campaign, SPSHFH will coordinate the installation of heat pumps, heat pump hot water heaters, enabling electrical upgrades and duct sealing if applicable for Tumwater residents who have qualified for a fully or partially subsidized heat pump installation through Energize Thurston 2025. All installations must use approved program equipment and installers unless otherwise authorized by the City.

Installed equipment must meet the following requirements:

- Remove all fossil fuel equipment where technically and economically feasible.
- 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.
- Heat pump hot water heaters must be listed as a Northwest Energy Efficiency Alliance (NEEA) Tier 3 or 4 heat pump water heater.
- Existing water heating equipment must meet a minimum age requirement (e.g., 5 or 10 years) to be determined by campaign staff prior to the campaign launch, to be eligible for replacement.

- 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).

Installed equipment may include:

- Mechanical, electrical, and plumbing (MEP) equipment, when necessary for the installation of eligible air source heat pumps and electric heat pump water heaters, including duct sealing.

SPSHFH will:

- Distribute LMI participant leads to Energize Thurston Installers (TBD), in a manner to be determined by Campaign Staff and SPSHFH before the launch of the campaign.
- Schedule and facilitate site assessments for eligible equipment installations with Installers for all Tumwater LMI participants per the 2025 Installer contracts.
- Review Installer bids, final invoices, and installations to verify that:
 - Installations meet all Energize Thurston program requirements as described above, including the provision of all applicable rebates as a time-of-sale discount.
 - Equipment and installation pricing is consistent with all equipment and prevailing wage labor pricing as described in the Energize Thurston Installer contracts.
 - A generally visible Climate Commitment Act (CCA) logo has been placed on all equipment purchased with State HEAR Funding by Installers.
- Contract with LMI participants and assigned Installer(s) to facilitate installation of program-eligible equipment.
- Review completion of work with the program participants.
- Submit Puget Sound Energy (PSE) Efficiency Boost Rebate Qualification Form attesting participant income as required for PSE Efficiency Boost Rebates (Exhibit X).

Campaign Staff will:

- Determine participant lead distribution process.
- Determine age requirement for existing water heaters eligible to be replaced by an Energize Thurston HPWH installation.
- Provide Installer contracts and price schedules to SPSHFH once the contracts are awarded.
- Provide PSE Efficiency Boost Rebate Qualification Form.
- Provide CCA logo decals for Installers to place on HEAR-funded equipment.

Task 4: Progress Reports

Throughout the duration of Energize Thurston, Campaign Staff and SPSHFH will verify Installers have provided weekly participant progress reports and installation data through Monday.com for all Energize Thurston installations to provide accurate case management, and track program progress and metrics. Additionally, SPSHFH will provide monthly grant expenditure progress reports to the City for all HEAR-funded installations in Tumwater's jurisdiction, with the following information:

- Number of households that were provided rebates and incentives to purchase or install high-efficiency electric equipment and appliances
- Site information for households that received rebates and incentives:
 - Address, city, and zip code
 - Date rebate or incentive claimed or issued
 - Household income
 - Pre-rebate fuel type of the household or small business
 - 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
 - Amount of the rebate or incentive claimed or issued
 - Applicable building and electrical permit numbers

SPSHFH will:

- Verify Installer submission of weekly participant progress reports and installation data on Monday.com for all LMI-pathway installations per 2025 Installer contracts including final participant invoice and all applicable permit documents to the City of Tumwater.
- Provide Campaign Staff monthly grant expenditure progress reports per HEAR Contract requirements for reimbursement.

Campaign Staff will:

- Provide access to Monday.com software to SPSHFH and Installers to upload participant progress reports and installation data.
- Verify Installer submission of weekly participant progress reports and installation data for all self-funded participants per 2025 Installer contracts.

Task 5: Community Outreach and Education

Between February and June 2025, the campaign partners and Installers will promote Energize Thurston and deliver educational workshops virtually and/or at easily accessible public locations throughout Thurston County. SPSHFH is expected to play a supporting role in Energize Thurston outreach and education.

SPSHFH will:

- Participate in all Energize Thurston educational workshops including up to five in-person workshops at locations throughout Thurston County, and one recorded on-demand workshop.
- Participate in tabling for at least five community events and support additional neighborhood outreach as needed.
- Conduct additional marketing and outreach to promote Energize Thurston, including but not limited to social media posts, email blasts, and the distribution of physical materials at Habitat for Humanity ReStore locations.

Campaign Staff will:

- Coordinate community events and workshops.

- Provide marketing and outreach materials for use by SPSHFH.

DRAFT



Thurston Climate Mitigation Collaborative

“Energize Thurston”

Launch and Implementation Plan

2024 TCMC Regional Initiative: Energy Efficiency & Electrification Campaign

Phase 1 - Campaign Design and Planning

Deliverable #3

Prepared by the Thurston Climate Mitigation Collaborative Staff Team:

Rebecca Harvey, Thurston County
Julia Downing, USDOE Community Energy Fellow
Dominic Jones, City of Olympia
Pamela Braff, City of Olympia
Linsey Fields, City of Lacey
Alyssa Jones Wood, City of Tumwater

November 15, 2024

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Introduction

The [Thurston Climate Mitigation Collaborative \(TCMC\)](#) prioritized development of a Residential Energy Efficiency and Electrification Campaign as one of its 2024 regional initiatives. The TCMC Staff Team presented a Phase I Project Plan to the Executive Committee and Community Advisory Workgroup (CAW) in January – February 2024. The Staff Team has now completed key tasks in the Phase I plan including [Market Assessment and Incentive Program Research](#), Stakeholder Interviews, and a Resident Survey.

We have named the forthcoming campaign “Energize Thurston” and are moving toward launch and implementation in the first quarter of 2025. Energize Thurston will provide outreach and financial incentives to accelerate residential building decarbonization and reduce energy costs for households throughout the county. The campaign will provide turnkey, subsidized installations of heat pumps and heat pump water heaters (HPWH) for income-qualified participants. It will also provide access to equipment discounts, streamlined installations, guidance, and customer support for all participants regardless of income.

Energize Thurston builds on the foundation of existing local and regional campaigns:

- City of Olympia’s [Energize Olympia](#) campaign, which has provided discounted and subsidized ductless heat pumps to City residents in 2023-2024
- [The Switch Is On](#) web platform, which provides education about electric home appliances and location-based tools to find incentives and vetted contractors.

The Staff Team applied recommendations from the Phase I research to make programmatic decisions about elements of the Energize Thurston campaign. This Launch and Implementation Plan describes the structure and processes for Energize Thurston including Partnerships and Funding, Participant Pathways, Types of Equipment and Services, Campaign Structure and Processes, and Outreach and Marketing Strategy. This plan provides a timeline and a detailed list of tasks and deliverables to guide the launch, implementation, evaluation, and continuation of Energize Thurston.

Campaign Goals

The Phase I project plan defined the following overarching goals for the energy efficiency and electrification campaign:

- Deliver a compelling and accessible educational campaign to raise awareness of the climate, health, and economic benefits of building electrification and energy efficiency among broad segments of the Thurston community.
- Support energy equity by prioritizing program benefits to low- to moderate-income (LMI) households and members of overburdened communities.
- Connect a quantifiable number of residents with information about technologies, incentives, and advisory support services.
- Implement a quantifiable number of home electrification and efficiency improvements across the participating jurisdictions during the campaign period.
- Maintain program flexibility to respond and adapt to regional, state, and national clean energy programs and investments, with the aim of ensuring ongoing benefits to Thurston residents.

Based on prior outputs of Energize Olympia and considering the currently available funding and geographic scale of Energize Thurston, approximate numeric goals for the campaign are listed below.

- Engage at least 600 residents via community workshops, online and in-person.
- Complete a total of 60-70 subsidized HPWH installations for LMI participants.
- Complete a total of 70-95 subsidized heat pump installations (combination of ducted and ductless) for LMI participants.¹
- Enable approximately 150 total discounted and streamlined equipment installations for self-funded participants (i.e., we anticipate approximately the same number of LMI and self-funded installations).

Partnerships and Funding

Partner Jurisdictions: The Thurston Climate Mitigation Collaborative (TCMC) is an ongoing partnership among Thurston County and the cities of Lacey, Olympia, and Tumwater to identify and implement regional climate mitigation initiatives including the 2024 initiative Energize Thurston. These jurisdictions along with the city of Tenino each received funding from the State Home Electrification and Appliance Rebates (HEAR) program to support the campaign. Thurston County, Olympia, and Lacey also expect to receive federal Energy Efficiency & Conservation Block Grant (EECBG) funding to support the campaign. The partner jurisdictions expect to enter into an interlocal agreement for joint implementation of Energize Thurston.

Lead Jurisdiction: As Lead Jurisdiction, Thurston County will hold contract(s) with the selected Campaign Installers and a Customer Support Consultant. Staff from the Lead Jurisdiction will lead the campaign's execution and administration with support from TCMC Staff Team members and the Customer Support Consultant.

Customer Support Consultant. The Lead Jurisdiction may also contract with a Customer Support Consultant (TBD) to augment staff capacity by assisting with customer support, case management, and/or outreach and education.

LMI Pathway Administrator: Each of the Parties will contract with a partner organization that will contract with the selected Campaign Installers to provide installations of qualifying equipment for qualified LMI participants. The project team expects that this role will be served by **South Puget Sound Habitat for Humanity (SPSHFH)** because they have been an integral partner in the design and implementation of Energize Olympia (2023 and 2024). The LMI Pathway Administrator will verify participant income eligibility, coordinate installer site assessments and installations, review completion of work with LMI participants as well as provide installer oversight. They will also support campaign promotion, administration of grant funding for subsidized installations, participant recruitment, marketing, and outreach efforts.

Installation Partners: Installers will be selected through a competitive Request for Proposals (RFP) process evaluating qualifications, experience, pricing, alignment with campaign goals and commitment

¹ Potential supplemental grant funding from partner SPSHFH may add at least 20 more subsidized heat pump installations, for a campaign total of approximately 90-115.

to customer support. Installation partners will provide information at the educational workshops, conduct free site assessments, offer streamlined access to incentives and rebates, and execute installations for the campaign. Energize Thurston expects to contract with up to five installation partners.

Puget Sound Energy (PSE): PSE is the local electric and natural gas utility and provides rebates for energy efficiency retrofits including heat pump and heat pump water heater installations. This includes increased rebates amounts for households up to 90% AMI through the Efficiency Boost Rebate Program. This incentive helps reduce the cost of installations and will allow Energize Thurston to provide subsidized installations to a greater quantity of households. Note: While the TCMC is coordinating with PSE on the design and implementation of Energize Thurston, PSE is not an official campaign partner.

Project Team Roles and Responsibilities

| Name | Organization/Work Group | Role |
|-------------------|--|---|
| Julia Downing | DOE Community Energy Fellow (Thurston County) | <ul style="list-style-type: none"> • Campaign Co-Lead • Primary participant contact • Case management and outreach lead |
| Dominic Jones | City of Olympia, Building Decarbonization Manager | <ul style="list-style-type: none"> • Campaign Co-Lead (TBD) • Marketing materials lead • Participant management software lead • Case management and outreach support for Olympia participants |
| Rebecca Harvey | Thurston County, Climate Mitigation Senior Program Manager | <ul style="list-style-type: none"> • Contracting lead • Installer and campaign administration oversight • Case management and outreach support for Thurston County participants |
| Pamela Braff | City of Olympia, Director of Climate Programs | <ul style="list-style-type: none"> • Campaign advisor • Outreach support |
| Linsey Fields | City of Lacey, Climate and Sustainability Coordinator | <ul style="list-style-type: none"> • Case management and outreach support for City of Lacey participants |
| Alyssa Jones Wood | City of Tumwater, Sustainability Coordinator | <ul style="list-style-type: none"> • Case management and outreach support City of Tumwater participants |
| Amanda Schuyler | South Puget Sound Habitat for Humanity | <ul style="list-style-type: none"> • Installer selection support • LMI intake and case management • Outreach support |
| Amit Singh | Puget Sound Energy, Program Manager | <ul style="list-style-type: none"> • PSE Point of Contact |
| TBD | TBD Customer Support Consultant | <ul style="list-style-type: none"> • Support of case management, customer support, and/or outreach and education |

Campaign Funding

Thurston County and the cities of Olympia, Lacey, Tumwater and Tenino have each been awarded funds through the Washington State Home Electrification and Appliance Rebate (HEAR) Program². The jurisdictions will utilize these funds to subsidize installations of eligible equipment for low- and moderate-income (LMI) households. Since the EECBG funding (described below) is allocated to subsidize heat pump water heater (HPWH) installations, the partners expect that the HEAR funding will be used primarily to subsidize heat pump space conditioning systems. The HEAR program allows up to 15% of the grant funding to be used for administrative costs. This portion of the funding will help to cover the cost of administering the Energize Thurston LMI Pathway.

Thurston County, Olympia, and Lacey have also applied for formula grants through the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) program. This grant funding will be used to subsidize installations of HPWH for qualifying LMI households. The cities of Tumwater and Tenino do not meet the population threshold to qualify for this EECBG formula funding, but the County's allocation can support residents in small cities and unincorporated Thurston County.

Table 1 summarizes the jurisdictions' grant funding sources that directly support the Energize Thurston campaign. Across all five jurisdictions, total funding available to subsidize equipment installations is approximately \$1.7 million. This is anticipated to fund 60-70 subsidized HPWH installations, and 70-95 subsidized heat pump installations (ducted and ductless) for qualifying LMI participants.

² 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.

Table 1: Jurisdictions’ Grants for Energize Thurston 2025.

| Jurisdiction | Total Grant Funds | HEAR Grants | | | EECBG Grants |
|----------------------|--------------------|--------------------|----------------------|---------------------|------------------|
| | | Total HEAR Grants | Administration Costs | Heat Pump Subsidies | HPWH Subsidies |
| Thurston County | \$553,303 | \$472,263 | \$70,839 | \$401,424 | \$81,040 |
| Olympia ³ | \$603,513 | \$481,483 | \$72,222 | \$409,261 | \$122,030 |
| Lacey ⁴ | \$593,015 | \$477,555 | \$71,633 | \$350,000 | \$115,460 |
| Tumwater | \$477,540 | \$477,540 | \$71,631 | \$405,909 | \$0 |
| Tenino | \$95,009 | \$95,009 | \$14,251 | \$80,758 | \$0 |
| Total | \$2,322,380 | \$2,003,850 | \$300,578 | \$1,647,351 | \$318,530 |

In addition to the grants provided by the jurisdictions, partner SPSHFH may supplement the campaign by leveraging approximately \$360,000 of their own grant funding from the WA State Department of Commerce HEAR Program to supplement the quantity of heat pump and heat pump water heater retrofits provided to LMI households. These funds will be used to provide integrated weatherization services in coordination with the energy upgrades for LMI participants.

The City of Olympia also expects to allocate approximately \$96,000 in Federal Community Development Block Grant (CDBG) funding for additional heat pump and heat pump water heater installations, as well as weatherization upgrades for low-income participants in Olympia.

Participant Pathways

Income Qualifications

Energize Thurston participant pathways are defined based on household gross annual income compared to Thurston County’s area median income (AMI). This is the same metric used by the U.S. Department of Housing and Urban Development (HUD) to determine eligibility for affordable housing. A table of specific income levels for the 80% and 120% AMI thresholds in Thurston County can be [found here](#).

Table 2: Energize Thurston Income Qualification Levels.

| Pathway | Qualifying Income Levels |
|---------------------------------------|-------------------------------------|
| Low and Moderate Income (LMI) Pathway | |
| Fully Subsidized | Less than 80% AMI |
| Partially Subsidized | At least 80% but less than 120% AMI |
| Self-funded (Market Rate) Pathway | 120% AMI or higher |

³ City of Olympia may allocate a some of its HEAR grant towards ductless heat pump installations during the 2024 Energize Olympia program dependent on program demand.

⁴ City of Lacey plans to allocate about 12% of its HEAR grant to the City's existing matching rebate program, and the rest to Energize Thurston.

LMI Pathway

The Energize Thurston LMI Pathway will provide subsidized equipment and services for low-to moderate income (LMI) households as defined in Table 2. It is expected that campaign partner SPSHFH will administer this pathway by contracting directly with installer(s) and subcontractors to coordinate subsidized installations for LMI participants along with site assessments, integrated critical home repair, and limited weatherization services.

Energize Thurston will subsidize the cost of home energy equipment and services for LMI participants at two different levels based on household income qualification:

- Full Cost Coverage for Low-Income: Households under 80% AMI will be eligible for 100% cost coverage of equipment and services. The campaign will reserve at least 60% of available funding for this pool of applicants on a first-come first-served basis.
- Partial Cost Coverage for Moderate-Income: Households with annual incomes of at least 80% AMI but less than 120% AMI will be eligible for partial cost coverage of eligible equipment and services. The exact portion of required household contribution is to be determined but is expected to be capped at \$2,500.

Self-Funded Pathway

The Energize Thurston Self-Funded Pathway (aka “Market Rate”) will provide a group purchase discount⁵ to participants with household incomes of 120% AMI or higher. The exact discount rate will be negotiated with installers during the contracting process. Installers will also be required to include all applicable rebates (from Puget Sound Energy, manufacturers, jurisdiction partners, etc.) as a time-of-sale discount to participants.

In addition to the financial incentives noted above, self-funded participants will have access to further benefits of Energize Thurston:

- Free educational workshops;
- Guidance on additional incentives (e.g., tax credits) and financing;
- Streamlined installation; and
- Customer support.

Jurisdictional staff will administer the self-funded pathway and provide case management and installer oversight.

The Energize Thurston project team may identify local financing providers (e.g., banks, credit unions) with favorable rates/terms that participants may choose to use to finance their projects. Installation partners may also recommend financing products if approved by Thurston County per the terms of their contract.

⁵ Group Purchase discount in Energize Olympia 2024 was 10% discount up to a maximum of \$1,200 off total equipment + labor cost.

Types of Equipment and Services

After attending an Energize Thurston workshop, participants in both the LMI and Self-Funded pathways will be asked to state on their applications if they request a site assessment for a heat pump space conditioning system, heat pump water heater, or both. They will then be connected to a campaign installer who will provide a free site assessment and recommend the appropriate equipment for their home. The installer will also assess and inform participants of relevant aspects of the building envelope, such as air sealing and insulation, that may affect customer satisfaction and savings from the equipment.

Specific requirements for all Energize Thurston equipment and services will be defined in the contracts between Thurston County and the selected installers. These requirements have been defined to align with Puget Sound Energy’s planned 2025 rebates for heat pumps and HPWH.

Heat Pumps

Energize Thurston will focus on space conditioning heat pumps because our background research found space heating to be the largest overall consumer of energy for households across all fuel types. Eligible heat pump equipment will include ducted as well as ductless electric heat pumps. For both LMI and Self-Funded participants, the installer will assess the needs of the home and recommend the appropriate heating and cooling equipment for the customer. Installed equipment may replace any type of heating fuel.

Energize Thurston minimum requirements for heat pumps must meet the following criteria:

- Consortium for Energy Efficiency (CEE) highest efficiency tier for 2025:

| 2025 CEE Split ASHP Specification (DUCTLESS Heat Pumps) | | | | | |
|---|--------|--------|-------|-------------|-----------------------------|
| CEE Level | SEER2 | EER2 | HSPF2 | COP at 5°F* | Capacity Ratio [~] |
| CEE Tier 1 | | | | | |
| Path A | ≥ 16.0 | ≥ 9.8 | ≥ 8.5 | ≥ 1.75 | ≥ 60% at 5°F/47°F |
| Path B | ≥ 16.0 | ≥ 11.0 | ≥ 8.0 | ≥ 1.75 | ≥ 45% at 5°F/47°F |
| CEE Advanced Tier | | | | | |
| Refer to the DOE Cold Climate Heat Pump Challenge Specification | | | | | |

| 2025 CEE Packaged ASHP Specification (DUCTED Heat Pumps) | | | | | |
|---|--------|--------|-------|-------------|-----------------------------|
| CEE Level | SEER2 | EER2 | HSPF2 | COP at 5°F* | Capacity Ratio [~] |
| CEE Tier 1 | ≥ 15.2 | ≥ 10.0 | ≥ 7.2 | ≥ 1.75 | ≥ 45% at 5°F/47°F |

- System must be AHRI Certified as a variable speed heat pump, mini-split or multi-split heat pump and use inverter technology and be a minimum of ¼ ton in heating mode.
- For ductless heat pump only installations, at least one indoor head must be installed in the main living (high-flow) area of the home; bedroom only installations do not qualify for the campaign.

Additional Heat Pump Requirements for LMI Pathway

For participants in the LMI Pathway, Energize Thurston will cover costs of the recommended heat pump equipment plus the following upgrades, which are eligible uses of HEAR grant funding:

- Electric panel upgrades necessary to enable heat pump upgrades
- Duct sealing as needed for installations of ducted heat pump systems

For ductless heat pump systems, the LMI Pathway will cover the cost of up to two ductless heads. At least one indoor head must be installed in the main living (high-flow) area of the home; bedroom only installations are not eligible for Energize Thurston subsidies.

For ducted systems, the campaign will cover the cost of duct repair as required. Installation of new ductwork where existing ductwork was not present is not eligible for Energize Thurston subsidies.

All heat pump installations that are funded with HEAR grants must meet the following HEAR program 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).

Heat Pump Water Heaters

The campaign will also incentivize heat pump water heaters (HPWH) because our background research found water heating to be the second largest natural gas end use for residential homes in Washington State. HPWH have also been shown to be more cost effective for homeowners when replacing an existing electric water heater.

For both LMI and Self-Funded participants, the installer will assess the needs of the home (in coordination with SPSHFH for the LMI Pathway) and recommend the appropriate water heating equipment for the customer, which may or may not be a HPWH. As for heat pump space heaters, the installed equipment may replace any type of heating fuel.

Energize Thurston's requirements for heat pump water heaters:

- Must be Northwest Energy Efficiency Alliance (NEEA) Tier 3 or 4⁶ heat pump water heater

Additional HPWH Requirements for LMI Pathway

For participants in the LMI Pathway, Energize Thurston will cover costs of a HPWH if it is recommended by the selected installer as appropriate water heating equipment for the site. The campaign may include an age requirement for water heater replacement (e.g., equipment is 10 or more years old; TBD). In addition to the equipment costs, Energize Thurston will cover costs of electrical upgrades to accommodate HPWH installation when needed in LMI households.

All LMI installations that are funded with HEAR grants must meet the following HEAR program requirements:

- Remove all fossil fuel equipment where technically and economically feasible.
- 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).

Campaign Structure and Processes

Contracting Structure

Energize Thurston will follow the “installer model” used by Energize Olympia, in which program installers are selected by evaluating price and qualifications through a competitive bidding process. The lead jurisdiction will issue a Request for Proposals (RFP) to select qualified contractors to provide installation of ducted and ductless heat pumps, heat pump water heaters, and associated electrical work. The partners anticipate needing approximately four to five contracted installers to serve Energize Thurston. Selected installers will be required to provide a fixed group-purchase discount for all installations, and to apply all applicable rebates as a time-of-sale discount to participants. Thurston County will hold a contract with each selected installer to set the group purchase rate. Self-funded participants will contract directly with an installer as described in the “Applicant Process” section below.

SPSHFH will contract with the same suite of selected installers, who will be required to apply the same discounts for the LMI installations as for the self-funded installations. Each of the partner jurisdictions will enter into a contract with the administrative partner to allow them to administer the LMI installations using funding provided by the jurisdiction.

The County will also issue an RFP to select a Customer Support Consultant (TBD), who will support case management, installer oversight, outreach, and/or campaign evaluation.

The contracting structure for Energize Thurston is illustrated in Figure 1 below.

⁶ Refer to NEEA Advanced Water Heating Specification 8.1 for information on HPWH Product Tiers

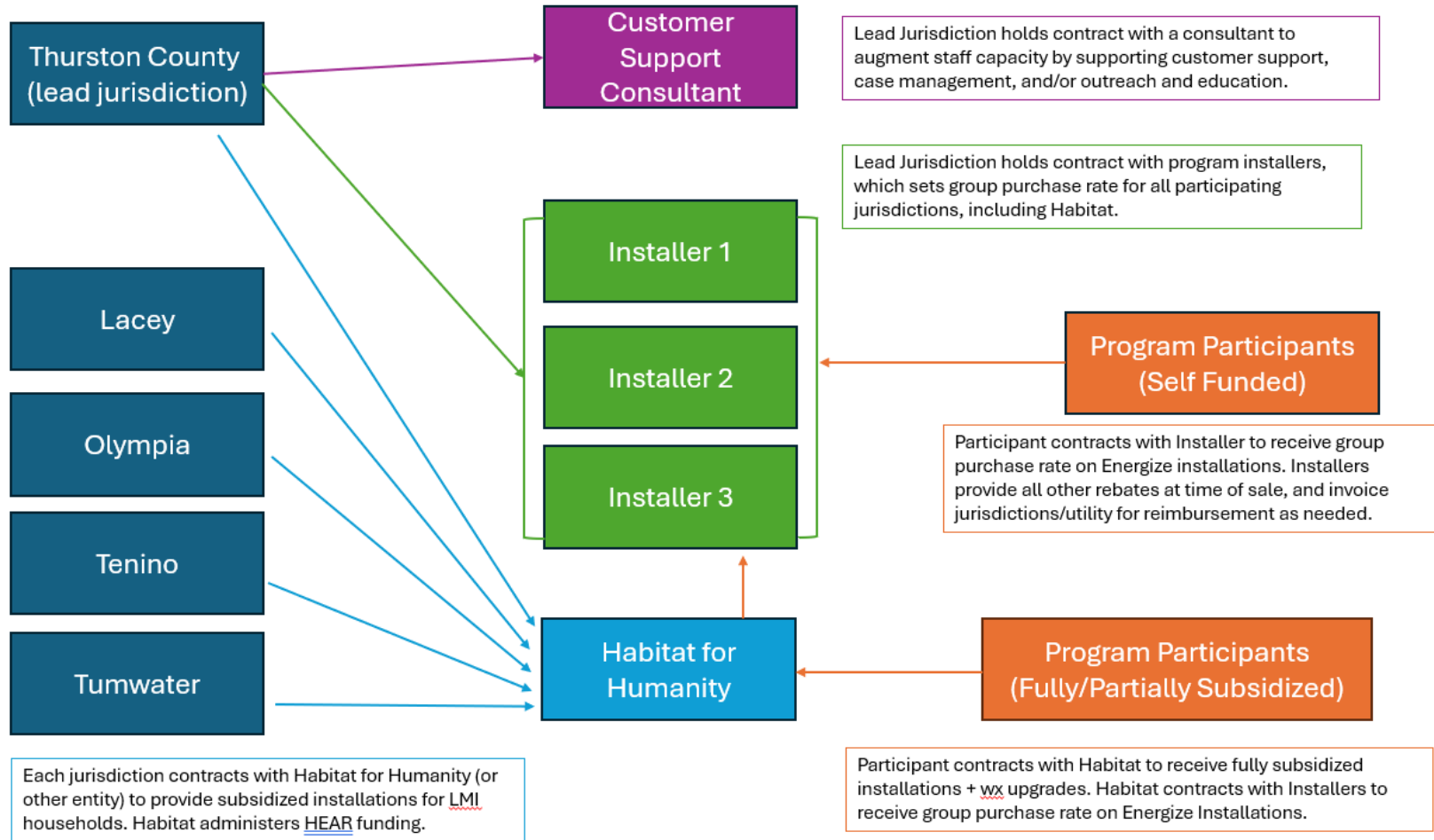


Figure 1. Energize Thurston Proposed Contracting Structure.

Applicant Process

All participants will progress through the Energize Thurston campaign as follows:

- Sign up for and attend a campaign workshop (either in-person or virtual).
- Submit a campaign application that includes their general information and the following:
 - Whether they are applying for the LMI Pathway or the Self-Funded Pathway; and
 - If they request a site assessment for a heat pump space conditioning system, heat pump water heater, or both.
- Campaign staff will verify site eligibility and request income eligibility information from LMI Pathway applicants.
- Campaign staff will provide the participant with a status update and notify the installer that the participant is ready to schedule a site assessment.
- LMI Pathway:
 - The installer will work with the LMI Pathway Administrator and the participant to schedule a site assessment, recommend the appropriate equipment, and provide a quote. If the participant chooses to move forward, the installer will contract with Habitat for Humanity to complete the installation. The installer will provide all available rebates and incentives at the time of sale, including the Energize Thurston campaign pricing.
 - Moderate-income households (80%-120% AMI) will pay their household cost share to SPSHFH. Payment plans are available.
- Self-Funded Pathway:
 - The installer will contact the participant to schedule a site assessment, recommend the appropriate equipment, and provide a quote. If the participant chooses to move forward, the installer will contract directly with the participant to complete the installation. The installer will provide all available rebates and incentives at the time of sale, including the Energize Thurston campaign pricing, as well as direct participants to program-approved financing options. The campaign staff team will support self-funded participants by offering customer support throughout the installation process.

Participant Management System

The partners will follow the model used by Energize Olympia for participant tracking and case management. “Monday.com” software will serve as a platform for project and task management, providing a streamlined system to track participant applications and partner tasks all in one place. The Staff Team will modify this system as needed to accommodate the expanded multijurisdictional campaign. We will refine and document the participant intake process for the LMI and self-funded pathways; train all campaign partners and installation partners on the use of the tracking software; and assign roles and responsibilities for case management, customer support, and installer oversight. We will host regular meetings with all campaign partners to ensure installers are meeting all contract deliverables and installation timelines, and address case management issues as they arise.

Outreach and Marketing Strategy

Energize Thurston will build upon the existing “Energize Olympia” brand and will expand outreach and marketing efforts countywide through a variety of methods as described below. Following the recommendations from background research, outreach will target both rural and urban areas with messages emphasizing environmental, health and safety benefits of electrification, as well as concerns about electric appliances cost and performance.

Energize Thurston will focus on reaching underserved and disadvantaged communities via targeted outreach and supportive program implementation. Target communities will include low-income households, communities of color, immigrants, seniors, first-time homeowners, and people on utility support programs, among others. Campaign staff will aim to develop partnerships with community-based organizations to leverage trusted networks that support these communities. A list of Community Outreach Partners will be included in the Energize Thurston Communications Plan.

Educational Workshop Series: Campaign staff, SPSHFH, and campaign installers will educate residents of Thurston County on the benefits of electrification appliances and services through a free series of educational workshops. The workshops provide information on the benefits of heat pump technology, residential energy efficiency, an overview of the program pathways and installation process, as well as information on the many available financial incentives including federal tax credits, and local utility incentives from Puget Sound Energy. The partners will host multiple in-person workshops across the county as well as an on-demand workshop to expand the accessibility of events.

TCMC Website: The TCMC website (Thurstonclimatecollaborative.org) will serve as the primary hub for interested residents to access Energize Thurston campaign information. The site will include information about in-person and on-demand workshops, participant eligibility criteria, FAQs, and contact information for the campaign’s point of contact.

Switch Is On (SIO) Website: The Energize Thurston Campaign will build on an existing outreach and marketing campaign that was launched regionally in 2024 via the wa.SwitchIsOn.org web platform. The Switch Is On (SIO) website serves as a central information hub for residential home electrification. It educates residents about home electrification benefits and technologies and provides tools to find vetted contractors and available incentives.

Outreach at Community Events: Campaign staff and SPSHFH staff will provide targeted outreach to community groups throughout Thurston County. This will include informational presentations for cultural organizations, faith-based organizations, and neighborhood associations, as well as tabling at local businesses, trade shows or community events.

Distribution of Marketing Materials: Physical marketing materials will be distributed around the County including post cards, flyers and street banners at central hubs in the community. Campaign staff will also regularly post online updates on the status of the campaign through partner jurisdictions’ e-newsletters and via social media platforms such as Facebook, Instagram, Threads, X, Nextdoor, and/or Reddit.

Outreach Partnerships and Volunteers: Energize Thurston will leverage trusted community partners to engage members of target communities. Staff will maintain a list of Community Outreach Partners and track engagements before and during campaign launch. Campaign staff will work with partners to recruit community volunteers (“Energize Ambassadors”) to assist with distribution of marketing materials throughout the County. Early recruitment of volunteers can build greater awareness of the program, natural engagement of community partners, and opportunities for press coverage.

Translation and Interpretation services: The partners will set aside marketing budget to translate outreach materials and the on-demand workshop into Spanish; and to provide interpretation services as needed throughout the campaign.

Post-Installation Education: All participants will receive an educational packet providing information on how to use and maintain their newly installed equipment as well as a reference to the sources of funding that helped subsidize their installation.

Campaign Timeline, Tasks and Deliverables

To launch the Energize Thurston campaign in Q1 2025, the Staff Team will aim to complete the following project tasks by the end of 2024.

Step 1: Contract with Energize Thurston Partners (October – December 2024)

This step includes executing an interlocal agreement among the jurisdiction partners for joint implementation of Energize Thurston, conducting a competitive solicitation for installation partners, and contracting with Habitat for Humanity. The jurisdictions may also contract with a Customer Support Consultant to augment staff capacity (TBD).

Tasks:

- 1.1 Execute Energize Thurston 2025 Interlocal Agreement (ILA)
 - Define roles and responsibilities of each jurisdiction partner
 - Develop collaborative budget for campaign launch and implementation

- 1.2 Lead Jurisdiction: Issue Request for Proposal (RFP) for installation partners
 - Develop scope of work and scoring rubric for Energize Thurston installation partners
 - Publish and promote RFP
 - Establish Installer Selection Committee and review proposals
 - Contract individually with up to 5 installers that are selected through the RFP process
 - Negotiate Energize Thurston group purchase discount with selected installers

- 1.3 All jurisdictions: Contract with LMI Pathway Administrator
 - Confirm that South Puget Sound Habitat for Humanity (SPSHFH) will serve as the LMI Pathway Administrator based on their foundational role in the design and implementation of Energize Olympia (2023-2024).
 - Each jurisdiction executes contract(s) with SPSHFH to provide grant funding for subsidized installations for LMI households.

1.4 (TBD) Lead Jurisdiction: Contract with Customer Support Consultant

- Refine scope of work for Customer Support Consultant
- Issue RFP and select consultant
- Contract with consultant

Step 1 Deliverables:

- Energize Thurston 2025 ILA
- Contracts with up to 5 installation partners
- Contracts between SPSHFH and each jurisdiction
- (TBD) Lead jurisdiction contract with Customer Support Consultant

Step 2: Develop Communications Plan and Outreach Materials (October – December 2024)

Energize Thurston will leverage existing Energize Olympia outreach materials and communication strategies and modify them as needed for the expanded program. This step includes producing the new marketing assets, developing a communications plan and tracking system, establishing outreach partnerships, and developing a framework for the educational workshops.

Tasks:

2.1 Design Energize Thurston marketing materials

- Work with Energize Olympia designer to revise materials for Energize Thurston
- Develop content for campaign website
- Compile weatherization information packet to provide participants (TBD if staff capacity allows)

2.2 Develop Communications Plan

- Build the Outreach & Marketing Strategy into a detailed campaign Communications Plan
- Determine number and locations of in-person workshops

2.3 Establish outreach partnerships

- Develop list of CBOs and outreach partners
- Contact outreach partners to initiate relationships and engage potential volunteers

2.3 Design Energize Thurston workshops

- Build off existing Energize Olympia workshops to add new technologies, application processes, and information about the multijurisdictional campaign
- Provide Spanish translation of workshop subtitles; and explore other options for translation/interpretation of on-demand workshop

Step 2 Deliverables:

- Energize Thurston brand and marketing materials
- Energize Thurston webpage
- Energize Thurston Communications Plan
- Tracking system for outreach activities and partner engagement

Step 3 – Develop Participant Application and Tracking System (November 2024 – January 2025)

This step involves modifying Energize Olympia’s participant application and tracking system for the expanded multijurisdictional campaign.

Tasks:

- 3.1 Develop application materials and process
 - Revise Energize Olympia’s application as needed for expanded campaign
 - Develop participant intake/tracking process for LMI and self-funded pathways
- 3.2 Set up participant tracking system in Monday.com software
 - Expand existing system to track participants across multiple jurisdictions
 - Establish project and task management boards in Monday.com
- 3.2 Train campaign partners on tracking system
 - Host kickoff meeting with campaign partners, SPSHFH, and installation partners
 - Assign roles and responsibilities for case management, customer support, and installer oversight
 - Establish weekly check-in schedule with all campaign partners

Step 3 Deliverables:

- Final participant application
- Guidance document on Participant Tracking Process
- Complete project, task management system in Monday.com

Step 4 – Implement Campaign (est. March – June 2025)

Tasks:

- 4.1 Implement communications and outreach plan
- 4.2 Conduct in-person workshops
- 4.3 Record virtual “on-demand” workshop and post online
- 4.4 Implement participant intake and management process
- 4.5 Provide customer support and case management
- 4.6 Conduct oversight of installers and partners
- 4.7 Track and report on progress toward goals

Step 4 Deliverables:

- Campaign Outcomes
 - Workshop registrations
 - Workshop attendances
 - Participant applications
 - Completed installations for LMI Pathway
 - Completed installations for Self-Funded Pathway

Step 5 – Develop Campaign Continuation Plan (est. July - September 2025)

Tasks:

- 5.1 Document and evaluate processes and partnerships developed in the pilot campaign
- 5.2 Develop a plan for continuation of the campaign in alignment with related federal, state, and regional initiatives.
- 5.3 Develop recommendations for expanding the program to further enhance benefits to disadvantaged communities.

Step 5 Deliverables:

- Energize Thurston Evaluation Report
- Energize Thurston Continuation Plan

**Exhibit “C”
BUDGET AND TIMELINE**

This budget is for Tumwater’s portion of the Energize Thurston 2025 campaign to subsidize equipment installations for qualifying LMI participants residing within Tumwater jurisdiction boundaries.

This budget is anticipated to fund subsidized heat pump installations (combination of ducted and ductless) and subsidized HPWH installations.

| Tumwater Budget for Energize Thurston 2025 | | | |
|---|--|-----------------------------|------------------|
| Funding Source | Activity | Income Qualification | Amount |
| HEAR Grant | HEAR-eligible appliance/service installation | 0-80% AMI* | \$252,141 |
| | HEAR-eligible appliance/service installation | 80-120% AMI | \$168,094 |
| | Operations / Staff Time (12% of HEAR grant) | | \$57,305 |
| | HEAR Total | | \$477,540 |

* 60% of the funding allocated for subsidized installations will be reserved for low-income (<80% AMI) applicants.

TIMELINE

| Activity | Date |
|---|-----------------------|
| Executed contract between Thurston County and SPSHFH | 1/21/2025 |
| Training on participant management and application software | 1/27/2025 – 2/14/2025 |
| Energize Thurston outreach and marketing | 2/1/2025 – 6/30/2025 |
| Project Kickoff Meeting [estimated date] | 3/3/2025 – 3/7/2025 |
| Week of first community workshop [estimated date] | 3/17/2025 – 3/21/2025 |
| Applications closed to new participants [estimated date] | 5/9/2025 |
| Participant contract signing deadline [estimated date] | 5/30/2025 |
| Installations completed [estimated date] | 6/30/2025 |

Exhibit D



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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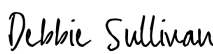
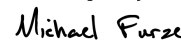
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Face Sheet

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 5/1/2024 |
| 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 # 344-000-001 | 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 Signed by:  _____ Debbie Sullivan, Mayor 10/1/2024 1:20 PM PDT _____ Date | | FOR COMMERCE DocuSigned by:  _____ Michael Furze, Assistant Director Energy Division 10/1/2024 1:57 PM PDT _____ 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 39.26.010(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:
 - o Remove all fossil fuel equipment where technically and economically feasible.
 - o 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.
 - o All equipment must be ENERGY STAR Certified or CEE North Region Certified.
 - o 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.

| 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.

| | |
|------------------------------------|---|
| 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.