City Clerk's Office
Records Management

CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

WASH ST DEPT OF COMMERCE — Vendor Name

WA ST DEPT OF COMMERCE
3/31/2015

Document Type: Interlocal New
Vendor Name: WASH ST DEPT OF COMMERCE
PO# Location: INTRLOC-000
Effect Date: 10/31/2013
Term Date: 3/31/2015
CR#: 51010
Related CR#:
Ordinance: 4968
Resolution:
Leg Date:
Vendor #: 34395
Description: GRANT AGREEMENT FOR ROOFTOP SOLAR CHALLENGE II - STATE ENERGY PROGRAM GR 1310665-000 NORTHWEST SOLAR PARTNERSHIP

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
$0017685

Notes:

Jan 22, 2014 FSU: m JDE: m SI: m ECM: m

F14-52117-008
1310665-000

Department of Commerce

Innovation is in our nature.

CR# S1010 DATE 12214 LOC INTRLOC-00

Interagency Agreement with

City of Bellevue

through

State Energy Program – Rooftop Solar Challenge II

For

Rooftop Challenge II- Lower costs and increase residential PV through more standard permitting, zoning, and interconnection.

Start date: Date of contract execution

rc'd 12/9/13
pmc

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FACE SHEET

Contract Number: F14-52117-008

Washington State Department of Commerce
Energy Policy Division
State Energy Program
Rooftop Solar Challenge II

1. Grantee	**2. Grantee Doing Business As (optional)**
City of Bellevue P.O. Box 90012 450 110th Ave. NE Bellevue, WA 98009	<Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>
3. Grantee Representative Heidi Bedwell Associate Planner, Development Services Division 425-452-4862 Heidi Bedwell (hbedwell@bellevuewa.gov) address same as above	**4. COMMERCE Representative** Tim Stearns 206.256.6121 Tim.stearns@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504-2525 Cory Plantenberg (Invoicing) 360-725-3111 cory.plantenberg@commerce.wa.gov

5. Grant Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$28,140	**Federal:** ☒ **State:** ☐ **Other:** ☐ **N/A:** ☐	Last date of signature below	March 31, 2015

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number**
$28,140	Department of Energy	81.117

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
91-6007020	0000347 17	79016746	071842611

14. Grant Purpose

Rooftop Solar Challenge II will build upon and expand Phase I permitting, zoning and interconnection improvements to create a more uniform and robust residential solar market throughout the Pacific Northwest. Bellevue, as a consortium member, will review and provide feedback to assist in the development of deliverables to share statewide and regionally as examples of best practices.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work & Budget.

FOR GRANTEE	**FOR COMMERCE**
Mike Brennan, Development Services Director 12/5/2013 Date Approved as to form: By: Assistant City Attorney	Tony Usibelli, State Energy Office, Director, 12/9/13 Date **APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL** Kathryn B. McCord, Senior Counsel Oct. 31, 2013 Date

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. **REQUIREMENTS FOR FEDERAL FUNDED PUBLICATIONS**

   A. Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this award.

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

"The information, data, or work presented herein was funded in part by the U.S. Department of Energy, Energy Efficiency and Renewable Energy Program, under Award Number DE-EE0006307."

   A. The following disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project:

"The information, data, or work presented herein was funded in part by an *agency* of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily *constitute or imply its endorsement, recommendation, or favoring by the United States Government or* any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

2. **GRANT 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 Grant.

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

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

3. **COMPENSATION AND FUNDING IN BUDGET PERIODS** 2015 HMO

   COMMERCE shall pay an amount not to exceed ($28,140) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and Budget (Attachment A) for Budget Period 1, ending March 31, ~~2014~~. Grantee's compensation for services rendered shall be based on deliverables identified in the Scope of Work and Budget (Attachment A), in accordance with the following terms:

   Proceeding to Budget Period 2 will be subject to approval by Department of Energy for Commerce's continuation request and will depend upon DOE determination of progress shown meeting required deliverables for Budget Period 1. If approved, the remainder of ($13,860) will be provided to Grantee through an amendment to this Agreement.

   Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of the program under which this grant is funded and the availability of future-year budget authority.

4. **BILLING PROCEDURES AND PAYMENT**

   COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE 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 Grant Number F14-

52117-008. 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 made electronically to the account designated by the Grantee.

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

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

Duplication of Billed Costs

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

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

Cost Share Demonstration

With each reimbursement request, the Grantee shall provide valid documentation to show match expenditures equal to or greater than the cost share percentage indicated in Attachment A. When such documentation is not provided with each reimbursement request, COMMERCE shall withhold payment until valid documentation is provided.

5. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the State of Washington, its agents, officers, and employees as additional insured's under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than $1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provides adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile

liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The State of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Agreement shall be $100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subgrantees/subcontractors that receive $10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractor pursuant to this paragraph shall name the Grantee as beneficiary.

C. The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles

(GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverage and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

6. PERFORMANCE OF WORK IN UNITED STATES

All work performed under this award must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment, however, the Grantee should make every effort to purchase supplies and equipment within the United States. The Grantee must flow this requirement to its sub awards.

7. SITE VISITS

COMMERCE and DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical

assistance, if required. Grantee must provide, and must require its sub-awardees to provide reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

8. COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW

The Grantee is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Grantee and any of its sub Grantees are required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

9. RECORD RETENTION

Consistent with 10 CFR Part 600, the and its sub Grantees are required to retain records relating to this Award for three years after the end of the project period, unless one of the following exception applies:

A. If any litigation, claim, or audit is started before the end of the three-year period, the Grantee and its sub awards are required to retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Copies of records may be substituted for originals. State law requires that all books, records, documents, and other material relevant to this Agreement must be retained for six years after termination of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials.

At no additional cost, these records, including materials generated under the Grant, 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.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, 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 & Budget

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. DEFINITIONS

As used throughout this Grant, 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. "Grantee" shall mean the entity identified on the face sheet performing service(s) under thisGrant, and shall include all employees and agents of the Grantee.

C. "COMMERCE" shall mean the Department of Commerce.

D. "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.

E. "State" shall mean the State of Washington.

F. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantees/subcontractor" refers to any tier.

G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant 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.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

(Also referred to as the "ADA" 28 CFR Part 35)

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees/subcontractors also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees/subcontractors.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantees required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements

(OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations)

Grantees expending $500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Grantee to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year expenditures

- Current year revenues
- Program Total

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Grantee shall include the above audit requirements in any Subgrants/subcontracts.

In any case, the Grantee's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

(PRIMARY AND LOWER TIER COVERED TRANSACTIONS)

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

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

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

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

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

LOWER TIER COVERED TRANSACTIONS

a) The lower tier Grantee certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the lower tier Grantee is unable to certify to any of the statements in this Contract, such Grantee shall attach an explanation to this Contract.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee 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.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant if it is found after due notice and examination by the COMMERCE that there is a violation of the Ethics in Public

Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, the COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. GOVERNING LAW AND VENUE

This Grant 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.

16. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the Grantee or any Subgrantee's/subcontractor's performance of the contract or failure to perform the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any Subgrantee/subcontractor or its employees. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the State of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

18. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

19. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. AUDITS

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. LABOR AND SAFETY STANDARDS

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. LAWS AGAINST DISCRIMINATION

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Grantees, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

D. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122 (if the Grantee is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102 (if the Grantee is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. OTHER

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. PRIVACY

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION

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

21. LIMITATION OF AUTHORITY

Only the Grantee or Grantee's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Grantee.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
   a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
   b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
   c. Positive efforts shall be made to use small and minority-owned businesses.
   d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
   e. Contracts shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
   f. Some form of price or cost analysis should be performed in connection with every procurement action.
   g. Procurement records and files for purchases shall include all of the following:
      1) Grantee selection or rejection.
      2) The basis for the cost or price.
      3) Justification for lack of competitive bids if offers are not obtained.
   h. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed $5,000.

   Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

25. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

26. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grantee 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 Grant.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. 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 Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

29. SEVERABILITY

The provisions of this Grant 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 Grant.

30. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

31. SUBGRANTING/SUBCONTRACTING

Neither the Grantee nor any Subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the Grantee to commerce for any breach in the performance of the Grantee's duties. This clause does not include Grants of employment between the Grantee and personnel assigned to work under this Grant.

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrant/subcontracts. Grantee and its Subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

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

32. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

33. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

34. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with any term or condition of this Grant, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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 Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

35. TERMINATION FOR CONVENIENCE

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

36. TERMINATION PROCEDURES

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

The COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by the COMMERCE, and the amount agreed upon by the Grantee and the 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 the 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 the COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. The COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect the COMMERCE against potential loss or liability.

The rights and remedies of the 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 Grant.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to the COMMERCE, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case the COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to the COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. 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 Grant, which is in the possession of the Grantee and in which the COMMERCE has or may acquire an interest.

37. TREATMENT OF ASSETS

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

A. Any property of the COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by the COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of the COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify the COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to the COMMERCE all property of the COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/subcontractors.

38. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work & Budget

PNSP - Bellevue schedule of Deliverables						
Tasks	Period	Bellevue Deliverables	$/Unit	Qty	Contract Total	Match (20%)
Task 1: Project Management & Reporting - BP1 (M1 - M18)	Q1 - Q6				$10,000	
Refine work plan. Attend Kickoff Meeting. Join at least one Work Group.	Q1	Final work plan. Kickoff Meeting Attendance and participation.	$1,000	1	$1,000	
Provide quarterly reports to NWSEED on progress, solar installations, track budget, project deliverables. Use Basecamp Project Management site to share info. Invoice quarterly showing 20% match.	Q1 - Q6	Quarterly reports, Quarterly invoices due 15 days after end of quarter.	$1,000	6	$6,000	
Implement a promotion activity (e.g. webinar presentation, newsletter article) Connect Jurisdiction Website to NWSC Website	Q1 - Q6	Quarterly promotional activity and website update.	$500	6	$3,000	
Task 2: Refine Expedited Permit Process & Adopt in PJs (M1 - M18)	Q1 - Q6				$10,140	
Attend and participate in quarterly Work Group Meetings. Kickoff Session to identify goals, develop and implement work plan. Track and report on progress toward adoption as outlined in Action Plan.	Q1 - Q6	Attend Work Group meetings. Prepare and follow-up on Participating Jurisdiction Action Plan.	$1,000	6	$6,000	
Review proposed Permit Packets with menu of 1 Line diagrams, tip sheets and permit process description for jurisdictions. Solicit feedback on packet with stakeholders within your jurisdiction. (Code officials, planners, installers, contractors, elected officials)	Q2	Report of feedback on proposed Permit Packet	$2,000	1	$2,000	
Attend Recognition Ceremony for Solar Ready Communities in OR and WA	Q4	City Officials Participate in Recognition Ceremony for Solar Ready Communities	$140	1	$140	
Some PJs: Test online permitting tool and report	Q6	Test Online Permitting Tool and Report Out	$2,000	1	$2,000	

Task 3: Streamline and Standardize Interconnection Process (M1 - M18)	**Q1 - Q6**				**$500**	
Connect with stakeholders at Utility and Electrical Permitter serving jurisdiction to ensure consistent electrical requirements and coordinated process	Q2 - Q6	Attend interconnection work group meeting to share permitting diagrams and process	$500	1	$500	
Task 4: Research, Develop, Promote Financing Options BP1 (M7- M18)	**Q2 - Q6**				**$2,500**	
Some PJs: Consider financing options at the local government level such as selling bonds, loan loss reserves with local banks, or PACE financing	by Q6	Attend one financing work group meeting to learn about financing options at local government level. Share information with city officials.	$500	1	$500	
Some PJs: Host Training in Jurisdiction.	Q2 - 4	Host and support Solar Ops Workshop	$2,000	1	$2,000	
Task 5: Suggest Improvements to Zoning and Planning BP1 (M1 - M18)	**Q3 - Q6**				**$2,000**	
Review Planning and Zoning Report and Develop Action Plan to incorporate solar friendly provisions into next plan revision, (Solar Ready, Tree/Landscaping, Orientation)	Q3 - Q6	Develop Action Plan to improve solar friendly planning/zoning at local jurisdiction	$2,000	1	$2,000	
Task 6: Replicate Expedited Permitting and Interconnection With New Jurisdictions BP1 (M7 - M18)	**Q3 - Q6**				**$3,000**	
Participate in showcasing Solar Ready Toolkit to local governments and utilities in surrounding region	Q3 - Q6	Presentations to Jurisdiction/Utility groups in conjunction with 3 Solar Now Workshops?	$1,000	3	$3,000	
Budget Period 1 Subtotal					**$28,140**	**$7,035**
Task 7: Project Management & Reporting BP2 (M19 - M30)	**Q7 - Q10**				**$7,000**	
Refine work plan. Attend Kickoff Meeting. Join at least one Work Group.	Q7 - Q10	Refined work plan	$500	1	$500	

Provide quarterly reports to NWSEED on progress, solar installations, track budget, project deliverables. Use Basecamp Project Management site to share info. Invoice quarterly showing 20% match.	Q7 - Q10	Quarterly reports, Quarterly invoices due 15 days after end of quarter.	$1,000	4	$4,000	
Implement a promotion activity (e.g. webinar presentation, newsletter article) Connect Jurisdiction Website to NWSC Website	Q7 - Q10	Quarterly promotional activity and website update.	$500	4	$2,000	
Final Report including updates to Solar Market Metrics Model database	Q10	Final Report	$500	1	$500	
Task 8: Develop, Promote Financing Options BP2 (M19 - M30)	Q7 - Q10				$2,000	
Some PJs: Host Solar Now! Training in Jurisdiction.	Q7 or Q9	Host Solar Now! Training. Support a campaign.	$2,000	1	$2,000	
Task 9: Adopt Zoning & Planning Improvements BP2 (M19 - M30)	Q7 - Q10				$1,500	
Promote adoption of zoning and planning improvements through education and dialogue with elected officials and planners.	Q7 - Q10	Present model solar access language to Council/Commission. Disseminate model HOA language to neighborhood groups.	$1,500	1	$1,500	
Task 10: Replicate Expedited Permitting & Interconnection BP2 (M19 - M30)	Q7 - Q10				$3,360	
Participate in showcasing Solar Ready Toolkit to local governments and utilities in surrounding region	Q7 - Q10	Presentations to Jurisdiction/Utility groups (in conjunction with Solar Now Workshops)	$360	1	$360	
Adopt online permitting	Q 7 - Q10	Adopt Online Permit Platform (or extend Online Permit Platform to include solar)	$3,000	1	$3,000	
Budget Period 2 Subtotal					**$13,860**	**$3,465**
Budget Total					**$42,000**	**$10,500**

City of Bellevue
Post Office Box 90012 • Bellevue, Washington • 98009 9012

November 25, 2013

Tim Stearns
Washington State Department of Commerce
101 Plum Street SE
Olympia, WA 98504

RE: Contract Number: F14-52117-008– Rooftop Solar Challenge II - City of Bellevue Self-Insurance Program

Dear Mr. Stearns:

In accordance with Section 5 of the Special Terms and Conditions of the above-named grant, the City is requesting continued approval of its Self-Insured Risk Management Program. The Program was approved by the Department of Commerce in August 2009 and maintains the same coverage and limits as previously submitted.

The City of Bellevue is a municipal corporation that fully self-insures its general, auto, and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). Commercial insurance is purchased to address catastrophic loss and the requirements established by local laws to address fidelity insurance requirements.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2011.

Sincerely,

Joanne Nicolai

Joanne Nicolai
Risk Manager

cc: Heidi Bedwell

City Attorney's Office • Risk Management Division
(425) 452-2746 • FAX (425) 452-7256
Located at 450 110th Ave. NE • City Hall • Fourth Floor

SAM Search Results
List of records matching your search for :

Search Term : washington*
Record Status: Active

ENTITY	COMMERCE, WASHINGTON STATE DEPARTMENT OF	Status:Active
DUNS: 808882302 +4:	CAGE Code: 3MGT1 DoDAAC:	
Has Active Exclusion?: No	Delinquent Federal Debt?: No	
Address: 1011 PLUM ST		
City: OLYMPIA	State/Province: WASHINGTON	
ZIP Code: 98504-0001	Country: UNITED STATES	

0049-ORD
01/29/97

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 4968

AN ORDINANCE relating to the general administration of the City; adopting a policy on reimbursing employees; authorizing the city manager to apply for all grants and to execute grant agreements under $50,000; adopting and amending procedures with regard to public works contracts, leases, purchases, the procurement of recycled and recyclable products and other contracts; amending Sections 4.28.017, .018, .019, .020, .215, .216 and .230 of the Bellevue City Code; adding new Sections 3.37.100 and 4.28.120 to the Bellevue City Code; repealing Section 6 of Ordinance No. 4311; repealing Resolution Nos. 3054, 5386 and 5642; and establishing an effective date.

WHEREAS, the City Council desires to improve the efficiency of city operations and to increase the flexibility of the City Manager in managing the City's purchasing and contracting processes; and

WHEREAS, the City Council desires to authorize the City Manager to apply for all grants and to execute grant agreements for projects involving not more than $50,000; now, therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new Section 3.37.100 is added to the Bellevue City Code to read as follows:

3.37.100 Director--Advance of/Reimbursement for Employee Business Expenses

A. It is the policy of the city to reimburse city employees and city officials who incur authorized travel, subsistence, registration and related expenses while on city business. Claimants have the responsibility for becoming knowledgeable about allowable expenditures and the documentation requirements. Care must be taken to avoid unnecessary or excessive expenditures, and those not directly and reasonably related to the conduct of city business.

B. The finance director is authorized to promulgate rules and procedures for the purpose of administering this policy and to provide forms accompanied by instructions for their implementation. Exceptions to the finance director's rules and procedures may be made only for unusual or extenuating circumstances upon the written directive of the city manager or his/her designee or in the case of city council members, the mayor or his/her designee, if such expenses reasonably relate to a benefit or service received by the City and compliance with these rules and procedures is or was not feasible.

Section 2. Section 4 of Ordinance 3593 and Section 4.28.017 of the Bellevue City Code are amended to read as follows:

ORIGINAL

4.28.017 Grants

A. Nothing in this chapter shall prevent the city from complying with the terms and conditions of any grant, gift or bequest which is otherwise consistent with law.

B. The city manager or his/her designee is authorized to apply for grants in any amount and to execute grant contracts for grants of not more than $50,000. The city manager or his/her designee shall notify the City Council periodically of such grant contracts.

Section 3. Section 5 of Ordinance 3593, as most recently amended by Section 2 of Ordinance 4040, and Section 4.28.018 of the Bellevue City Code are amended to read as follows:

4.28.018 - Professional Service Contracts.

Contracts for professional services, including contracts for architectural, engineering, legal and consulting services, are not subject to the requirements of this chapter. The city manager or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and engineering services shall be awarded in accordance with Chapter 39.80 RCW. For purposes of this section, "professional services" are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical.

Section 4. Section 6 of Ordinance 3593, as amended by Section 3 of Ordinance 4040, and Section 4.28.019 of the Bellevue City Code are amended to read as follows:

4.28.019 - Lease Agreements.

Lease agreements for materials, supplies and equipment are not subject to the requirements of this chapter, but shall be subject to such procedures as are established by the city manager or his/her designee. All such agreements in excess of $35,000 must, however, be approved by the city council. Lease agreements shall comply with any applicable state law regarding debt capacity.

Section 5. Section 4.28.020 of the Bellevue City Code, as most recently amended by Section 4 of Ordinance 4040, is further amended to read as follows:

4.28.020 - Responsibility for Purchasing.

A. General. The finance director shall be responsible for all city purchasing under this chapter except where otherwise provided. The director shall appoint a purchasing manager who shall, subject to the direction and control of the director, administer this chapter.

B. Duties. In accordance with this chapter, the purchasing manager shall:

1. Purchase or supervise the purchase of all materials, supplies, equipment, and nonprofessional services, and supervise the award of all public works and improvement contracts by the city;

2. Sell, trade or otherwise dispose of surplus personal property belonging to the city; provided the city property manager shall be responsible for the disposal of real property; and

3. Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the city departments using the items purchased.

C. Operational Procedures. Consistent with this chapter, and with the approval of the finance director, the purchasing manager may propose operational procedures relating to the execution of his/her duties. Such procedures shall be followed by all city departments. These will be set forth in a purchasing handbook (purchasing cookbook) .

D. Insurance Requirements. Liability and property damage insurance requirements for any contract entered into by the city under this chapter shall be determined by the city risk manager. The risk manager shall determine coverage requirements, limits of liability, necessary endorsements, and other matters relating to insurance.

E. Sheltered Workshops. With the approval of the finance director, the purchasing manager shall establish a process, consistent with state law, for the procurement of goods and services offered by sheltered workshops whenever it is reasonable to do so, and to such extent as is reasonable. "Sheltered workshop" shall have the meaning provided in RCW 82.04.385, and as such provision may be amended.

Section 6. A new Section 4.28.120 is added to the Bellevue City Code to read as follows:

4.28.120 - Procurement of Recycled and Recyclable Products

With the approval of the finance director, the purchasing manager is hereby authorized and directed to promulgate procedures and guidelines to govern the procurement of products and materials made from recycled or recyclable materials to the maximum extent practicable by all city departments, and to encourage waste reduction. The purchasing manager shall list products and materials that have significant levels of recovered materials that can and should be readily procurable. Designated products or materials shall qualify as recycled products if they meet minimum content standards as defined by the purchasing manager.

The guidelines promulgated by the purchasing manager shall include the following requirements:

A. In procuring designated products and materials, the city shall require recovered material and/or post-consumer material content to be factors in determining the lowest responsible bid in any competitive bidding procurement process initiated

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pursuant to city ordinance. Guidelines for purchasing materials, supplies and equipment which encourage recycled or recyclable products shall be developed.

B. The city shall promote the use of recycled and recyclable products by publicizing its procurement program and by disseminating information about recycled and recyclable products.

C. The city manager shall report periodically to the city council on progress in procuring recycled and recyclable products.

D. It is not intended that the city or its contractors procure products that do not perform adequately for their intended end use or products that are not available at a reasonable price within a reasonable period of time.

Section 7. Section 15 of Ordinance 4040 and Section 4.28.215 of the Bellevue City Code are amended to read as follows:

4.28.215 Administrative Procedures -Public works contracts.

The city manager or his/her designee may promulgate procedures for the purpose of administering public works improvement contracts. Such procedures may define the levels of authority pertaining to review and approval of contract change orders.

Section 8. Section 16 of Ordinance 4040 and Section 4.28.216 of the Bellevue City Code are amended to read as follows:

4.28.216 Administrative Guidelines, Policies and Procedures -Purchases for Special Events.

The city manager or his/her designee may promulgate procedures to govern the purchase of supplies, such as food, beverages, decorations and awards, for public events and employee activities, including employee of the year recognition, volunteer recognition and ceremonial openings of public facilities.

Section 9. Section 11 of Ordinance 2822, as most recently amended by Section 4 of Ordinance 4320, and Section 4.28.230 of the Bellevue City Code are further amended to read as follows:

4.28.230 Other Contracts.

The city manager or his/her designee may promulgate procedures for the approval of all other contracts not otherwise covered by this chapter. These contracts shall include, but shall not be limited to: nonprofessional service contracts, maintenance agreements and contracts, instructor contracts, entertainment contracts and any other personal service contract.

Section 10. Resolution Nos. 3054, 5386 and 5642 are repealed.

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Section 11. Section 6 of Ordinance No. 4311 is repealed.

Section 12. This ordinance shall take effect and be in force thirty days after its passage.

PASSED by the City Council this 3rd day of February, 1997, and signed in authentication of its passage this 5th day of February, 1997.

(SEAL)

Ronald E. Smith, Mayor

Approved as to form:

Richard L. Andrews, City Attorney

Richard L. Kirkby, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published February 7, 1997

CR #: 51010 Date: 1-22-14 Loc: INTRLOC-00 PO #: 1310665-000

City of Bellevue
Finance - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
Rooftop Solar Challenge II- Northwest Solar Partnership (NWSP)

Agreement Description:
Rooftop Solar Challenge II will expand on Phase I permitting, zoning and interconnection improvements to create a more uniform and robust residential solar market throughout the Pacific Northwest.

Agreement Form:

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Heidi M. Bedwell
Agreement Amount: $0.00
Total Aggregate Value: NaN

BP-592

Project Information:

Project Name: Rooftop Solar Challenge II- NWSP
Department: Planning & Community Development

Project Manager: Heidi M. Bedwell
Are matching funds required on this project? Yes

Requirement and list source explanation:
Staff time, and material expenses

Granting Organization Information:

Funding Agency: Washington State
Administrative Agency: Department of Commerce-State Energy Office
Administrative Agency JDE Vendor #: 34395
Funding Program Name:

Agreement Terms:

Original Effective Date: 10/31/2013 (actualdate) **End Date:** 03/31/2015 (actualdate)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 2/7/1997 **Ordinance #:** 4968 **Resolution #:**

Route:

		In	Out
Contracting Services:	Brenda West	11/26/13	11/26/13
Accounting:	[illegible]	11/26/13	11/26/13
Information Technology:	Not Required		
Legal:	[illegible]	11.26.13	11.26.13
Insurance Reviewed By:	Joanne Nicolai	11.26.13	11-26-13
Department Director:	[illegible]	1/17/14	1/17/14
Contracting Services:	[illegible]	1/21/14	1/21/14
Return To:	Heidi M. Bedwell		

Document Management Information:

CIP Plan #:

Budget Fund:

Funding Source: State - Direct

JDE Project Number:

Explanation:

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount

Additional Comments: