

INTERLOCAL CONTRACT  
BETWEEN  
CLARK COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
AND  
CLARK PUBLIC UTILITIES

This Contract is made and entered into January 1, 2004, between Clark County, by and through its Department of Community Services, hereinafter referred to as the "County," and Clark Public Utilities, a municipal corporation hereinafter referred to as "CPU."

WITNESSETH

WHEREAS, Revised Code of Washington §39.34 entitled "Interlocal Cooperation Act" permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with the geographic, economic, populace and other factors influencing the needs and development of local communities; and

WHEREAS, CPU has a weatherization program that provides financial assistance to certain low-income citizens of Clark County; and

WHEREAS, the County is currently implementing a similar program that provides monetary grants to low-income residents; and

WHEREAS, the parties have determined that it would be in the best interest of the grant recipients if the County and CPU were to merge their individual assistance programs; and

WHEREAS, CPU shall transfer to the County certain funds identified for weatherization assistance and the County has agreed to manage and distribute such funds.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE I  
JOINT ACTION AND ADMINISTRATION

The County and CPU hereby agree to consolidate and jointly manage their respective weatherization programs.

The Director of the County's Department of Community Services or his/her delegee and the Director of Customer Service for CPU shall administer the cooperative actions described herein.

ARTICLE II  
GOVERNING PRINCIPLE

The County and CPU are entering into this Contract in order to distribute certain weatherization funds in a manner that will be more efficient and cost-effective than if each proceeded separately.

ARTICLE III  
SCOPE OF CONTRACT

CPU shall immediately transfer \$200,000 in weatherization funds to the County ("Initial Funds") and the County shall distribute such funds in accordance with the Program Standards identified in Exhibit "A." CPU shall transfer an additional \$200,000 in weatherization funds to the County, when all Initial Funds are expended, which funds shall also be distributed pursuant to the Program Standards.

ARTICLE IV  
OWNERSHIP

It is not the intent of the parties that real or personal property shall be purchased or acquired under this Contract.

ARTICLE V  
DURATION

The terms of this Contract shall be in effect for the period January 1, 2004 through December 31, 2004.

ARTICLE VI  
PERSONNEL

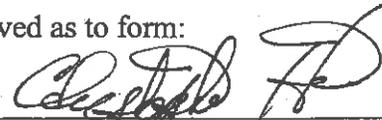
It is understood that each party shall use their own employees to perform their respective duties under this Contract. Such employees shall remain the employee of that party and shall be trained and supervised by that party. No agent or employee of the County shall be deemed an agent or employee of CPU and the employees of the County are not entitled to the benefits that CPU provides for its employees. The County will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

IN WITNESS WHEREOF, the parties have executed this Contract.

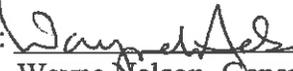
CLARK COUNTY

By:   
Bill Barron, County Administrator

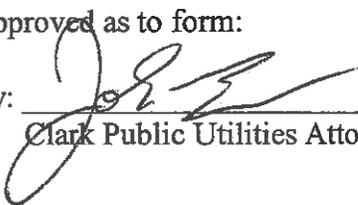
Approved as to form:

By:   
Deputy Prosecuting Attorney

CLARK PUBLIC UTILITIES, a municipal corporation

By:   
Wayne Nelson, General Manager

Approved as to form:

By:   
Clark Public Utilities Attorney

## EXHIBIT A

### PROGRAM STANDARDS

1. The County shall provide weatherization measures and funds only to Clark County residents that reside in electrically heated homes.
  - a. All weatherization work performed shall comply with current program policies and procedures and with OCD Weatherization Specifications.
  - b. Only single-paned windows will be replaced. All window installations will comply with CPU program guidelines and requirements, which are incorporated by this reference. Additionally, all windows must meet SIR as required by DOE. This determination will be reached utilizing the NEAT computerized audit or OCD approved matrix of measures.
2. CPU dollars may be invested in baseload measures, regardless of heat source. Baseload measures eligible for funding are: CF lighting, hot water tank replacement, and water conservation measures.
3. All project funds shall be expended in the form of grants to facilitate conservation measures to eligible program participants.
4. Administrative and Program Support costs charged to contract will be reasonable, and may not exceed 20% of funding dollars.
5. The County will report to CPU all expenditures and activities on a monthly basis.