

**Contract Agreement  
between  
Idaho Energy Authority (IDEA)  
and  
Eastern Idaho Community Action Partnership (EICAP)**

**1. Effective Date**

The terms of this agreement shall apply to service provided during the time period between October 1, 2014 and September 30, 2015. This Agreement may be renewed by mutual written agreement of the parties.

**2. Services Provided by EICAP**

EICAP (Agency) agrees to perform the services detailed in Exhibit A of this Agreement.

**3. Program**

The Residential Low Income Weatherization Program (Program) is a program run in conjunction with the Bonneville Power Administration (BPA) and IDEA. It is designed to assist with the installation of certain electric energy saving weatherization measures in homes of low income customers residing within the service territories of participating IDEA utilities. All funds will be used to fund installation of BPA qualified measures of low income customers receiving service from participating utilities. The Agency may use other funding to cover measures not covered by the BPA program. Agency will take steps to ensure that only BPA program energy saving measures actually installed will be reported to IDEA.

**4. Promotion and Printed Materials**

All written materials, and the use of the IDEA or participating utility name, designed to describe or promote the program shall be coordinated between AGENCY and IDEA or the participating utility. Any use of IDEA's or a participating utility's logo or name, shall be approved by IDEA.

**5. Confidentiality**

AGENCY will keep all IDEA customer information to which it may gain access to confidential, and use it only for performance of its obligations under this Agreement.

AGENCY shall not release such member information to any third party without written permission from IDEA. AGENCY will treat member information as confidential information and mark as such in its filing system. If AGENCY uses any consultants or subcontractors to perform any of its obligations under this Agreement, they must abide by this same confidentiality provision.

## **6. Payment**

IDEA will pay AGENCY the allowable BPA incentive payment for the measures installed plus 7.5% for AGENCY administrative costs. Prime window replacements will be paid at cost up to the maximum reimbursement rate of \$20 sq. /ft. of glazing. An itemized invoice shall be submitted for payment.

AGENCY is responsible for collecting from the customer any additional funds for work performed that are not covered by the BPA willingness-to-pay provisions. AGENCY is required to review this with the customer, and AGENCY shall acquire prior written acknowledgement from the customer prior to beginning installation of measures.

## **7. Budget**

IDEA will commit \$50,000.00 to reimburse AGENCY for low income weatherization measures installed in participating utilities low income customer homes. This includes the cost for AGENCY administration fees.

## **8. Insurance**

Without limiting any liabilities or any other obligations of AGENCY, AGENCY shall prior to commencing work, secure and continuously carry with insurers, and provide evidence of such coverage to IDEA, the following insurance coverage:

Commercial General Liability Insurance with a minimum single limit of \$1,000,000.

Business Automobile Liability Insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage, with respect to AGENCY's vehicle, whether owned, hired or non-owned, assigned to, or used in the performance of the work.

## **9. Workers Compensation**

AGENCY shall comply with all applicable workers compensation acts in the State of Idaho, and shall furnish proof thereof satisfactory to IDEA prior to commencing work.

## **10. Indemnification**

AGENCY specifically and expressly agrees to defend, indemnify and hold harmless IDEA, members of IDEA's Board, officers and agents (collectively INDEMNITEES) against and from any and all losses, claims, demands, suits or costs and damages of every description, including attorney's fees, brought or made against or incurred by any of the INDEMNITIES resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of AGENCY, its employees, agents or representatives in the performance or nonperformance of AGENCY's obligations under this Agreement, or in any way related to this Agreement.

AGENCY's indemnity obligation under this article shall not extend to any liability caused by the sole negligence of any or the INDEMNITEES.

## **11. Independent Contractor**

AGENCY is an independent contractor, and all persons employed by AGENCY in connection herewith shall be employees of AGENCY, and not employees of IDEA in any respect.

## **12. Entire Agreement**

This Agreement including:

- Exhibit A
- Regional Technical Forum Weatherization Specifications October 1, 2014
- BPA's Implementation Manual (10/1/14)--Residential Section

Attached hereto (which are incorporated herein as part of this agreement), contains the entire understanding between IDEA and AGENCY and supersedes any prior written or oral agreements or understanding, and there are no oral understandings or representations outside this Agreement. This Agreement may be amended or modified by either party upon thirty (30) days written notice from one party or the other. The provisions of Sections r through 12 of this Agreement shall survive the termination of this Agreement.

## **13. Termination**

This Agreement shall be in effect until September 30, 2015, but may be renewed by written agreement by both parties. This Agreement may be terminated by either party upon thirty (30) days written notice from one party to the other. The provisions of Section 5 through 12 of this Agreement shall survive the termination of this Agreement.

**14. Assignment**

AGENCY shall not assign this Agreement, or any part hereof, without the prior written consent of IDEA, and any attempted assignment in violation hereof shall be void.

**15. Invalid Provisions**

If any provisions of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, each provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in term to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

**16. Participation Utilities**

Idaho Falls Power

**This Agreement is agreed to and accepted by:**

**IDAHO ENERGY AUTHORITY**

**EASTERN IDAHO COMMUNITY  
ACTION PARTNERSHIP (EICAP)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date; \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

Eastern Idaho Community Action Partnership (AGENCY) will perform the following services related to the Low Income Weatherization Program for the Idaho Energy Authority Pooling Group (IDEA) utilities listed in this agreement.

1. AGENCY shall use IDEA program funds to assist customer households currently receiving electric service from participating IDEA member utilities and use the electricity as the primary heating source.
2. AGENCY will qualify the utility customers for the program using the guidelines provided in the BPA Implementation Manual, including the following guidelines:
  - a. The resident's income does not exceed 200% of poverty as defined by federal guidelines.
  - b. All measures must generate reportable, cost-effective savings in the customer's utility service territory.
  - c. There will be no discrimination among applicants on the basis of race, color, religion or sex.
3. AGENCY will operate within the parameters given in the latest version of the Regional Technical Forum Weatherization Specifications and the BPA Implementation Manual.
4. AGENCY may qualify projects (verifying financial and site requirements) and perform energy audits without prior consent of IDEA. Notification of an energy audit to the utility providing electric service to the residence is preferred whenever possible.
5. Supporting documentation required by the BPA Program will be provided for all invoices sent to IDEA or its representative. AGENCY is not to submit any information to BPA directly.
6. AGENCY is responsible for installing and verifying that all measures are in accordance with local building codes, manufacturer's recommendations and all other applicable guidelines.
7. AGENCY will communicate to the customer that an IDEA representative will also complete a post-installation inspection.
8. AGENCY may perform additional measures that are not covered within the BPA low income guidelines at their discretion. However, IDEA will not pay AGENCY for these measures and AGENCY will be responsible to collect any amount owed for the additional measures from the customer.
9. AGENCY will provide any written materials regarding the program to IDEA for review and acceptance before providing them to customers.

IDEA agrees to work in conjunction with AGENCY as follows:

1. IDEA will process the information received from AGENCY in an expeditious manner and submit reports directly to BPA.
2. IDEA will remit payment to AGENCY through its contracted agent (Utah Associated Municipal Power Systems) UAMPS.

