



**INTERAGENCY COOPERATIVE AGREEMENT**

**BETWEEN ENERGY NORTHWEST AND WASHINGTON STATE UNIVERSITY TO PROVIDE SPECIALTY, TECHNICAL AND/OR PROFESSIONAL SERVICES AS REQUESTED**

As provided under RCW Title 39, Chapter 39.34, this Interagency Cooperative Agreement for Technical and/or Professional Services (Agreement) is by and between Energy Northwest, a municipal corporation and joint operating agency of the State of Washington and doing business by and through its Business Development Fund, with its principal office located at 345 Hills Street, Richland, WA 99352, and Washington State University, herein defined as Washington State University, Tri-Cities in the State of Washington, with its principal office located at 2710 Crimson Way, Richland, Washington 99354.

**RECITALS**

WHEREAS the Interagency Cooperation Act contained in Revised Code of Washington (RCW) 39.34 authorizes local governments, such as the Parties to this Agreement, to contract for joint activities by which each of the Parties is individually authorized to perform to make the most efficient use of their respective resources; and

WHEREAS the Washington State University Tri-Cities desires to obtain the most cost effective technical and/or professional services to support its needs, which will be more fully described in forthcoming Work Release Orders (WROs); and

WHEREAS, Energy Northwest has the capacity and willingness to perform certain technical and/or professional services for the Washington State University Tri-Cities hereinafter described in accordance with the provisions of this Agreement and the attached will be addressed in subsequent WROs; and

WHEREAS the Washington State University Tri-Cities finds that after considering all relevant factors, that Energy Northwest is qualified to perform the services needed and that such performance will further the Washington State University Tri-Cities' business; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agree as follows:

## 1. AUTHORITY AND PURPOSE

- 1.1 This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties, as follows:
  - 1.1.1. RCW 39.34.010 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 and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
  - 1.1.2. Pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and
- 1.2 The purpose of this Agreement is to establish a contractual relationship under which the Washington State University Tri-Cities can procure specialty, technical or professional services from Energy Northwest and Energy Northwest can avail its employees for that purpose on an "as needed" basis to support needs of the Washington State University Tri-Cities, and to set forth the Parties respective rights, obligations, costs, and liabilities for this undertaking.
- 1.3 This Agreement shall be effective only upon execution by the Parties and filing with the Benton County Auditor and/or posting an electronic copy of the Agreement on the Parties' respective websites in compliance with RCW 39.34.040.

## 2. SCOPE OF WORK

- 2.1 The "Services" Energy Northwest may provide under this Agreement include (but are not limited to) the following and will be more fully described in the WROs.
  - Staff Augmentation Services
    - Engineering
    - IT
  - Cyber/IT Services
  - Safety Consultation Services
  - Demand Voltage Reduction
  - Demand Response
  - Electric vehicle services
  - Constructions/Site Development Services
  - Hydropower Operations and Maintenance Services
  - Wind Turbine Operation and Maintenance Services
  - Calibration Services
  - Strategic Planning
  - Project Management
  - Environmental Services

- Enterprise Risk Management Services
- Membership subscription services (e.g., DEED)
- Human Resources/Recruiting Services

2.2 Services shall be requested by the Washington State University Tri-cities' General Manager (or designee) by WRO to Energy Northwest. WRO's will be issued in accordance with the form provided in Exhibit A to this Agreement.

2.3 The exact Statement of Work, Period of Performance, and Energy Northwest labor rates will be established prior to issuance of the WROs and agreed upon between the Parties once services have been requested by the Washington State University Tri-Cities. The Parties intend for the WROs to supplement this Agreement, and the WROs shall be in the form reflected in Exhibit A.

### 3. TERM

The duration of this Agreement, subject to its other provisions, shall be from its effective date when executed by both Parties, until December 31, 2029, unless otherwise terminated by either Party consistent with the terms and conditions set forth in this Agreement. In the event of any inconsistency or conflict between the terms and conditions of the various documents that make up this Contract, conflict shall be resolved by giving precedence to the applicable Scope of Work. This Agreement may be extended for an additional five-year term pursuant to the mutual written agreement of the Parties.

### 4. PAYMENT AND INVOICING TERMS

4.1 Payment for Services The Washington State University Tri-Cities shall pay Energy Northwest as follows:

Charges will be invoiced to the Washington State University Tri-Cities by Energy Northwest and will provide detail on the number of hours chargeable, travel and subsistence charges, and any special services delivered as they are ordered/approved by the Washington State University Tri-Cities. Energy Northwest must include the internal WSU contract and/or PO number on all invoices submitted for processing and payment, which shall be identified in the applicable Work Order.

4.2 Reimbursable Costs Consistent with each applicable WRO, Washington State University Tri-cities shall reimburse Energy Northwest for all reasonable costs incurred in connection with the Services rendered, including, but not limited to, travel costs, subcontractors, materials (subcontract and materials costs include the supplier's invoiced cost to Energy Northwest plus Energy Services & Development Overhead charge), computer costs, telephone, copies, delivery attributable to a project or Service (Reimbursable Costs). Hourly billable rates are subject to two annual adjustments (increase or decrease) during Energy Northwest's fiscal year (FY). Adjustments to rates are based on Energy Northwest's executive board approved overhead rates on or about May of each year and are applied to the next FY (July 1), and cost-of-living adjustments applied in August of each year. Energy Northwest shall provide to and receive approval from Washington State University Tri-Cities substantiation of Reimbursable Costs incurred, prior to invoicing.

4.3 Invoicing Invoices will be submitted monthly by Energy Northwest for payment by the Washington State University Tri-Cities. Payment is due upon receipt and is past due thirty

days from receipt of invoice. If the Washington State University Tri-Cities has any valid reason for disputing any portion of an invoice, the Washington State University Tri-Cities will so notify Energy Northwest in writing within seven days of receipt of invoice by the Washington State University Tri-Cities, and if no such notification is given, the invoice will be deemed valid. The portion of an invoice which is not in dispute shall be paid in accordance with the procedures set forth herein. That portion of the invoice in dispute shall be resolved in accordance with Section 8.8 of this Agreement within thirty days of the receipt by Energy Northwest of the notice from the Washington State University Tri-Cities as provided in this section.

Reasonable attorney fees, court costs, or other costs incurred by Energy Northwest in collection of delinquent accounts shall be paid by the Washington State University Tri-Cities.

- 4.4 Taxes The Washington State University Tri-Cities shall pay all state, local sales and use taxes applicable to goods and services provided under this Agreement. Energy Northwest shall include sales tax charges, separately identified, in the Energy Northwest invoices to the Washington State University Tri-Cities.
- 4.5 Prevailing Wages Where public work will be performed for the Washington State University Tri-Cities, Energy Northwest shall pay the workers at least prevailing wages, as required under RCW Title 39.12.

## 5. CHANGES

The Washington State University Tri-Cities may, with the approval of Energy Northwest, issue written directions within the general scope of any Services to be ordered. Such changes shall constitute a Change Order for additional work or a change in the work covered by the WRO, but no change will be allowed unless agreed to by Energy Northwest in writing. Any such approved Change Order may result in an adjustment to Cost or Schedule or both for the Services.

## 6. STANDARD OF CARE -WARRANTY

Energy Northwest warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards. Such warranty will be effective for a period of thirty days from the date of acceptance of the performance of such service. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise unless specifically set forth in the applicable WRO. Additionally, no guarantee is made as to the value of any services performed.

For the foregoing warranty to apply, a written claim must be made to Energy Northwest as soon as reasonably practicable after the non-conformance is detected by the Washington State University Tri-Cities and in no event later than the expiration of the aforesaid warranty period. The Washington State University Tri-Cities agrees and hereby acknowledges that this remedy is adequate and serves its essential purpose.

THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ENERGY NORTHWEST CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

## 7. INDEMNIFICATION AND LIABILITY

- 7.1 Indemnification Each party shall indemnify, defend, and hold the other Party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, demands, damages, losses, actions, liabilities, costs, and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage or destruction of property, including the loss of use therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the other Party, its officials (elected or appointed), officers, directors, employees and agents, only in the manner and to the extent provided by Washington law.

If the claim, suit or action for injuries, death or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the Parties or their respective agents or employees, the indemnity provision shall be valid and enforceable only to the extent of the indemnitor's/indemnitee's negligence.

- 7.2 Limitation of Liability Except as set forth in Section 7.1, neither Party shall be liable for any special, indirect, consequential, lost profits, or punitive damages. The limitation of liability set forth herein is for any and all matters for which the Parties may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort (negligence of whatever degree), strict liability, under any warranty, or under any other legal or equitable theory of law, of any nature arising at any time from any cause whatsoever.

- 7.3 Insurance Each Party hereto agrees to procure and maintain, at its expense liability insurance of \$1,000,000 per claim for protection against claims, including bodily injury and property damage claims, arising out of the performance or receipt of services under this Agreement caused by negligent acts, errors, or omissions for which it is legally liable. Upon request each party hereto shall deliver to the other party, a Certificate of Insurance, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that not less than thirty days advance notice will be given in writing to the other party hereto prior to cancellation, termination or alteration of said policies of insurance.

- 7.4 Survival. The Parties agree Sections 6 and 7 shall survive the expiration or termination of this Agreement.

## 8. MISCELLANEOUS

- 8.1 Insecurity and Adequate Assurances If reasonable grounds for insecurity arise with respect to the Washington State University Tri-Cities' ability to pay for the Services in a timely manner, Energy Northwest may demand in writing adequate assurances of the Washington State University Tri-cities' ability to meet its payment obligations under this Agreement. Unless Washington State University Tri-cities provides the assurances in a reasonable time and manner acceptable to Energy Northwest, in addition to any other rights and remedies

available, Energy Northwest may partially or totally suspend its performance while awaiting assurances, without liability to the Washington State University Tri-Cities.

- 8.2 Severability Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.
- 8.3 Waiver Waiver or breach of this Agreement by either Party shall not be considered a waiver of any other subsequent breach.
- 8.4 Independent Contractor Energy Northwest is an independent contractor to the Washington State University Tri-Cities; no personnel furnished by Energy Northwest shall be deemed under any circumstances to be the agent, employee, or servant of the Washington State University Tri-Cities.
- 8.5 Termination Each Party shall have the right to terminate this Agreement with or without cause at any time during the initial or extended term of this Agreement by giving thirty days' written notice of the termination to the other party by regular mail to the person identified in Section 8.6. The termination will be effective on the thirty-first day from the date the written notice was sent.
- 8.6 Notices All notices or other communications hereunder shall be in writing and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Energy Northwest: Energy Northwest  
Attn: Loreen Olds  
P. O. Box 968, MD1035  
Richland, WA 99352-0968  
(509) 372-5765  
[lcolds@energy-northwest.com](mailto:lcolds@energy-northwest.com)

If to WSU Tri-Cities: Washington State University:  
Attn: Desiree Urban  
2710 Crimson Way  
Richland, WA 99354  
(509) 372-7469  
[desiree.urban@wsu.edu](mailto:desiree.urban@wsu.edu)

A Party may, by notice given in accordance with this Section to the other Party, designate another address or person or entity for receipt of notices hereunder.

- 8.7 Assignment This Agreement is not assignable or transferable by either party without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

- 8.8 Disputes Energy Northwest and the Washington State University Tri-Cities recognize that disputes arising under this Agreement are best resolved at the working level by the Parties directly involved. Both Parties are encouraged to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each Party's organization for resolution. Failing resolution of conflicts at the organizational level, then the Parties may take other appropriate action subject to the other terms of this Agreement and as available at law.
- 8.9 Section Headings Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 8.10 Representations: Counterparts Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all its obligations hereunder.
- 8.11 Residuals Nothing in this Agreement or elsewhere will prohibit or limit Energy Northwest's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed, or gained in connection with this Agreement. Energy Northwest and the Washington State University Tri Cities shall each have the right to use all data collected or generated under this Agreement.
- 8.12 Cooperation The Washington State University Tri-Cities will cooperate with Energy Northwest in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. The Washington State University Tri-Cities agrees that the Energy Northwest's performance is dependent on the Washington State University Tri-Cities' timely and effective cooperation with Energy Northwest. Accordingly, the Washington State University Tri-Cities acknowledges that any delay by the Washington State University Tri-Cities may result in Energy Northwest being released from an obligation or scheduled deadline or in the Washington State University Tri-Cities having to pay extra fees for Energy Northwest's agreement to meet a specific obligation or deadline despite the delay.
- 8.13 Governing Law and Interpretation This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of Washington.
- 8.14 Entire Agreement; Survival This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements, or contracts (whether oral or written) between the Washington State University Tri-Cities and Energy Northwest respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Parties.
- 8.15 Force Majeure Energy Northwest shall not be responsible for delays or failures (including any delay by Energy Northwest to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine

restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

- 8.16 Use by Third Parties Work performed by Energy Northwest pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. The Washington State University Tri-Cities agrees not to use any documents produced under this Agreement for anything other than the intended purpose without Energy Northwest's written permission. This Agreement shall not create any rights or benefits to parties other than to the Washington State University Tri-Cities and Energy Northwest.
- 8.17 Entity Status This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.
- 8.18 Audits The Washington State University Tri-Cities, shall, during the life of this Agreement, and for a period of three (3) years from the last day of the Agreement term, and at its sole expense, retain accurate books, records and original documentation (or to the extent approved by Energy Northwest, photographs, or other authentic reproductions) which shall be freely disclosed to Energy Northwest, its representatives, the Washington State Auditor, and the Bonneville Power Administration, to permit verification of performance and Energy Northwest's entitlement to payment under this Agreement, and to support any change requests, termination claims or any other claim submitted by Energy Northwest. A copy of these records shall be available to Energy Northwest upon Energy Northwest's request.
- 8.19 Public Records In the event a request under the Washington Public Records Act is received by either Party for records associated with this Agreement, the Parties shall cooperate with each other for purposes of responding to such requests.
- 8.20 Non-Discrimination The Parties agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, age, religion, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written:

**WASHINGTON STATE UNIVERSITY**

Signed by:  
Accepted by: Desiree Urban  
A2F9FB24AA93434...

Name: Desiree Urban

Title: Procurement & Contracts Coordinator

Date: 1/13/2025

**ENERGY NORTHWEST**

DocuSigned by:  
Accepted By: Loreen Olds  
AA17AD3FA8C5462...

Loreen Olds  
Procurement Specialist III

Date: 1/13/2025

**EXHIBIT A**

**WORK RELEASE ORDER (WRO)  
INTERAGENCY AGREEMENT  
SAMPLE**

Agency: Washington State University Tri-Cities  
Attn:

Office Phone:  
E-mail:

Agreement No.: X- x  
WRO No.: x  
WRO Date:

Under the provisions of Agreement No. X-x, you are hereby authorized to proceed with the Work outlined below. If further technical information is required, contact the Energy Northwest (EN) Technical Representative, x, (509) 377-x, [xx@energy-northwest.com](mailto:xx@energy-northwest.com).

**1. STATEMENT OF WORK**

Energy Northwest shall provide x.

[Washington State University Tri-Cities] shall reimburse allowable travel and reimbursable expenses as defined by the Interagency Agreement.

**2. PERIOD OF PERFORMANCE**

Estimated Start Date: X, 2022  
Estimated Completion Date: X, 2022

**3. CONSIDERATION**

Compensation for the services provided shall be in accordance with this Agreement and under the terms of RCW 39.34.130. The Not to Exceed Cost for this WRO is \$X.00. Payment for satisfactory performance of the services shall not exceed this amount unless the parties mutually agree to a greater amount prior to the commencement of the services.

[Washington State University Tri-Cities] shall reimburse allowable travel and reimbursable expenses as defined by the Inter-Local Agreement, Appendix A

**4. ENERGY NORTHWEST ADMINISTRATION**

Procurement Specialist; Loreen Olds (509) 372-5675, [lcolds@energy-northwest.com](mailto:lcolds@energy-northwest.com)

Technical Representative; 350, (509) 377-xx, [xx@energy-northwest.com](mailto:xx@energy-northwest.com)

**5. EXECUTION**

IN WITNESS WHEREOF, the Washington State University Tri-Cities and Energy Northwest have executed this WRO No. XX to be included as part of Interagency Agreement No. xx each by its proper respective officers and officials thereunto duly authorized the date written below.

**WASHINGTON STATE UNIVERSITY**

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

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

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

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

**ENERGY NORTHWEST**

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

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

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

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

## Certificate Of Completion

Envelope Id: 354F5ED0-4D2A-4792-9F3E-AEB0B6A5207A  
 Subject: Complete with Docusign: 41072 SPC007431 Washington State University.docx  
 Source Envelope:  
 Document Pages: 10  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Loreen Olds  
 P.O. Box 968  
 Richland, WA 99352-0968  
 lcolds@energy-northwest.com  
 IP Address: 66.119.205.190

## Record Tracking

Status: Original 1/13/2025 3:30:58 PM	Holder: Loreen Olds lcolds@energy-northwest.com	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: Energy Northwest	Location: DocuSign

## Signer Events

Desiree Urban  
 desiree.urban@wsu.edu  
 Procurement & Contracts Coordinator  
 Security Level: Email, Account Authentication (Optional)

## Signature

Signed by:  
  
 A2F9FB24AA93434...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 69.166.59.17

## Timestamp

Sent: 1/13/2025 3:32:22 PM  
 Viewed: 1/13/2025 3:35:42 PM  
 Signed: 1/13/2025 3:35:58 PM

### Electronic Record and Signature Disclosure:

Accepted: 1/13/2025 3:36:17 PM  
 ID: a3115544-32fb-45fc-8162-380f4584d137  
 Company Name: Energy Northwest

Loreen Olds  
 lcolds@energy-northwest.com  
 Procurement Specialist III  
 Energy Northwest  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 AA17AD3FA8C5462...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 66.119.205.190

Sent: 1/13/2025 3:35:59 PM  
 Viewed: 1/13/2025 3:38:26 PM  
 Signed: 1/13/2025 3:38:31 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	1/13/2025 3:32:22 PM
Certified Delivered	Security Checked	1/13/2025 3:38:26 PM
Signing Complete	Security Checked	1/13/2025 3:38:31 PM
Completed	Security Checked	1/13/2025 3:38:31 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Energy Northwest (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Energy Northwest:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [ECRMSupport@energy-northwest.com](mailto:ECRMSupport@energy-northwest.com)

### **To advise Energy Northwest of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [ECRMSupport@energy-northwest.com](mailto:ECRMSupport@energy-northwest.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Energy Northwest**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [ECRMSupport@energy-northwest.com](mailto:ECRMSupport@energy-northwest.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Energy Northwest**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [ECRMSupport@energy-northwest.com](mailto:ECRMSupport@energy-northwest.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Energy Northwest as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Energy Northwest during the course of your relationship with Energy Northwest.