

**RESOLUTION NO. 2017-26**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE INTERAGENCY AGREEMENT WITH THE STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES FOR CITY ENERGY AND UTILITY CONSERVATION PROJECTS**

**WHEREAS**, the City of Benton City has found that there is a benefit to the City in entering into an Interagency Agreement with the State of Washington Department of Enterprise Services for the certain energy and utility conservation projects. NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Interagency Agreement between the State of Washington Department of Enterprise Services and Benton City, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

**ADOPTED** this 15 day of August, 2017, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 15 day of August, 2017.

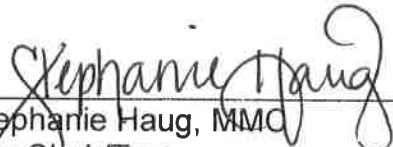

Resolution 2017-26 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 15 day of August, 2017.



Linda Lehman, Mayor

Attest:

Approved as to Form:

  
Stephanie Haug, MMC  
City Clerk/Treasurer  
Leland B. Kerr  
City Attorney

# **INTERAGENCY Amendment**

Department of Enterprise Services

Date: June 16, 2017  
Agreement No: K4221  
Project No.: 2017-146  
Amendment No: 1

**Interagency Agreement Between the  
State of Washington  
Department of Enterprise Services  
and  
Benton City**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and Benton City, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

## **1. Statement of Work**

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 City Wide Energy Upgrades outlined in the Apollo Solutions Group Energy Services Proposal dated February 28, 2017.**
- 1.2 Review of Measurement and Verification reports for the City Wide Energy Upgrades outlined in the Apollo Solutions Group Energy Services Proposal dated February 28, 2017.**
- 1.3 Solar at WWTP outlined in the Apollo Solutions Group Energy Services Proposal dated February 19, 2017.**
- 1.4 Review of Measurement and Verification reports for the Solar at WWTP outlined in the Apollo Solutions Group Energy Services Proposal dated February 19, 2017.**

## **3. Period of Performance**

Subject to its other provisions, the period of performance of this Agreement shall commence on August 25, 2016, and be completed on **December 31, 2021** unless altered or amended as provided herein.

#### 4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

- 4.1 **Energy Project Management Fee for the work described in Section 1.1 is \$19,800.00. Anticipated billing date for this Amendment is April 1, 2018.**
- 4.2 **Measurement and Verification Fee for the work described in Section 1.2 is \$4,000.00. Anticipated billing dates for this Amendment are April 1, 2020 and 2021.**
- 4.3 **Energy Project Management Fee for the work described in Section 1.3 is \$29,000.00. Anticipated billing date for this Amendment is April 1, 2018.**
- 4.4 **Measurement and Verification Fee for the work described in Section 1.4 is \$4,000.00. Anticipated billing dates for this Amendment are April 1, 2020 and 2021.**

**The new total Agreement value is \$56,800.00.**

**5. Billing Procedure**

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES shall invoice the CLIENT AGENCY for any remaining services within 60 days of the termination of this Agreement.

**Special Billing Condition: Section 1.2 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before April 1 each year, beginning in 2020 and ending in 2021, unless terminated earlier.**

**Special Billing Condition: Section 1.4 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before April 1 each year, beginning in 2020 and ending in 2021, unless terminated earlier.**

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

**Benton City**

**Department of Enterprise Services  
Engineering & Architectural Services**

L. Johnson

Roger A. Wigfield, P.E.  
Energy Program Manager

Mayor                      8-15-17  
Title                                      Date

Title                                      Date

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