

RESOLUTION NO. 2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SUMNER, THE CITY OF BUCKLEY, AND THE SUMNER SCHOOL DISTRICT FOR SHARING RESOURCE CONSERVATION MANAGEMENT SERVICES

WHEREAS, the City of Bonney Lake motioned to apply for a Resource Conservation Manager Grant through the Washington State Department of Commerce; and

WHEREAS, the primary component of the grant application is evidence of a multi-jurisdictional partnership; and

WHEREAS, the City of Bonney Lake has assumed the role as lead partner in providing administrative oversight of the grant program on behalf of all the parties;

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the interlocal agreement for resource conservation management (RCM) services in connection with the RCM grant program.

PASSED by the City Council this 23rd day of February, 2010



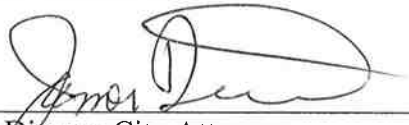
Neil Johnson Jr., Mayor

ATTEST:



Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:



James Dionne, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BUCKLEY,
SUMNER, AND BONNEY LAKE AND THE SUMNER SCHOOL DISTRICT
FOR RESOURCE CONSERVATION MANAGEMENT SERVICES**

This Interlocal Agreement is made and entered into this 23 day of February, 2010, by and between the City of Buckley, Washington, a municipal corporation (hereinafter referred to as "Buckley"), the City of Sumner, Washington, a municipal corporation (hereinafter referred to as "Sumner"), the Sumner School District, Washington, a school district (hereinafter referred to as the "School District"), and the City of Bonney Lake, Washington, a municipal corporation (hereinafter referred to as "Bonney Lake") (hereinafter collectively referred to as "the Parties").

WHEREAS, the Parties are working as partners to pursue a two-year Resource Conservation Management Grant ("Grant") from the Washington State Department of Commerce, which, if received, will be used to start a Resource Conservation Management Program ("Program") to serve all the Parties; and

WHEREAS, the Parties may elect to participate in a Resource Conservation Manager services agreement with Puget Sound Energy, as set forth and under the terms and conditions of an Energy Conservation Grant for Resource Conservation Manager Services; and

WHEREAS, the Program would study and address how each Party could use utility resources, including water, sewer, electricity, oil, and natural gas, more efficiently; and

WHEREAS, Washington State University Extension Energy Program will provide program and technical support to assist with the shared Program; and

WHEREAS, Bonney Lake is willing to take the lead in providing administrative oversight of the Program on behalf of all the Parties, and to become the "organization of record" pursuant to the Grant requirements; and

WHEREAS, this interlocal agreement is entered into for the mutual benefit of the Parties and is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

Now, therefore, for and in consideration of the services to be rendered, resources to be shared, and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. **Resource Conservation Manager Position & Work Plan.** If the Grant is received, a Resource Conservation Manager (RCM) will be contracted to provide RCM services to the Parties. Prior to advertising for a contractor, the Parties shall meet to prepare a Work Plan for the RCM.

At the minimum, the Work Plan shall address, and the RCM is expected to implement, the following:

- Energy Accounting (utilizing software provided under the Grant)
- Basic utility efficiency and resource management action plan for facilities
- Review of resource use and potential actions
- Implementation of low-cost/no-cost measures and activities, and measurement of results
- Assisting the Parties in securing additional grant funding and assisting in finding

rebate programs that support relevant energy efficiency projects.

- Participating in technical and software training
- Reporting of results to all Parties' administrations
- Reporting of results and successes to Commerce and the WSU Extension Energy Program

2. **Selection of RCM.** Bonney Lake will take the lead in contracting with the individual or firm selected to do the work on behalf of the Parties. Bonney Lake will assemble and advertise a Request for Proposals, with the assistance of WSU. The Parties shall have the option to attend interviews conducted pursuant to the RFP, and may provide opinions to Bonney Lake as to the most qualified contractor.
3. **Compensation.** Bonney Lake will make payments due to the contractor under the RCM contract, and shall prepare billing statements for distribution to the Parties. For amounts in excess of what any Grant funds cover, Buckley, Sumner, and the School District shall reimburse Bonney Lake in proportion to the amount of time the RCM spent focusing on that Party's needs. The reimbursement schedule will be established consistent with payment terms set forth in the contract with the RCM.
4. **Allocation of RCM time.** The RCM shall allocate his or her time according to the amount each Party expends on utilities from all sources (water, sewer, electricity, oil, and natural gas, etc.) in relation to the other Parties. For example, if the School District expends 50% of the sum total of utility expenses of the four Parties combined, the RCM will spend 50% of his/her time performing RCM services on behalf of the School District consistent with the duties outlined in the RCM contract.

The proportions will hold for 12 months, and will be reevaluated annually thereafter as long as the contract with the RCM remains in place. If operations require or result in a notable change in resource consumption with one or more of the Parties within a given 12-month period, Bonney Lake can, at the request of any Party or of its own accord, call for a joint reevaluation of the established annual proportion. Adjustments can then be made with the agreement of all Parties.


5. **Status and Workspace.** If desired by the RCM, the School District shall make a workspace available, to include a desk, chair, and access to standard office equipment and computer connections.
6. **Additional Responsibilities of All Parties.** As the lead Party, Bonney Lake shall have the following additional responsibilities:
 - Represent all Parties in communication with the Washington State Department of Commerce (Commerce) and Washington State University Extension Energy Program (WSU Energy).
 - Provide WSU Energy with summarized monthly activity reports, showing activities associated with the minimal program requirements as stated above.
 - Provide WSU Energy with quarterly reports indicating resource usage and savings, resource expenditure amounts and savings.
 - Provide Commerce with reports as per the anticipated agreement between Commerce and Bonney Lake, acting as lead for Parties.

7. **Support and Monitoring of RCM.** The Parties shall support and monitor the performance and progress of the RCM in the following ways:
 - Meet at regular intervals to assess RCM progress.
 - Seek support of the Puget Sound Energy RCM Support Services program. Each Party must provide data and application materials to Bonney Lake if necessary to apply for grant funds in connection with the PSE program.
 - Establish a performance evaluation process for the RCM.
 - Provide access of all owned facilities to RCM.
 - Provide access to RCM of all utility bills, statements, and data.
 - Facilitate meetings between RCM and facilities managers, and RCM and other appropriate staff.
8. **Term.** This agreement shall only take effect after the Grant is approved, and thereafter shall continue in force and effect for the duration of the two-year grant program. Extension of the terms of this agreement beyond the initial two-year grant period may be affected by written agreement of the parties.
9. **Termination.** Any Party may terminate its participation in this Interlocal Agreement, or its receipt of RCM services, at any time for any reason by providing at least sixty (60) days advance notice of termination in writing to the other Parties. However, the Party requesting termination must continue to reimburse Bonney Lake pursuant to Section 3 of this Agreement until completion of the Grant program unless all remaining Parties agree to new reimbursement responsibilities and amounts resulting from updated proportions.
10. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all Parties.
11. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
12. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Pierce County, Washington.
13. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.
14. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all parties.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

16. **Compliance with RCW 39.34.040.** Pursuant to RCW 39.34.040, this agreement shall be filed with the Pierce County Auditor or alternatively, listed by subject on the public web site of the parties hereto or on other electronically retrievable public source.

DATED this 23 day of February 2010.

CITY OF BONNEY LAKE




Neil Johnson, Jr., Mayor

ATTEST:



Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:




James Dionne, City Attorney *for SD.*

CITY OF BUCKLEY



Patricia Johnson, Mayor

ATTEST:




Joanne Starr, Deputy City Clerk

APPROVED AS TO FORM:



Phil Olbrechts, City Attorney

CITY OF SUMNER



David Enslow, Mayor

ATTEST:



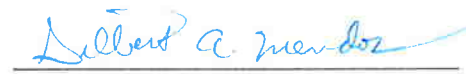
Terri Berry, City Clerk

APPROVED AS TO FORM:



Brett Vinson, City Attorney

SUMMER SCHOOL DISTRICT



Gilbert Mendoza, Superintendent

ATTEST:



Debbie Campbell,
Executive Director, Business Services

**City of Bonney Lake, Washington
City Council Agenda Bill (C.A.B.) Approval Form**

<u>Department / Staff Contact:</u> Exec / Brian Hartsell	<u>Workshop / Meeting Date:</u> 23 Feb 2010	<u>Agenda Bill Number:</u> AB10-10
<u>Ordinance Number:</u>	<u>Resolution Number:</u> 2000	<u>Councilmember Sponsor:</u>

Agenda Subject: Interlocal Agreement for sharing Resource Conservation Management Services with Sumner, Buckley, and Sumner School District

Proposed Motion: A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing the City to enter into an interlocal agreement with the City of Sumner, the City of Buckley, and the Sumner School District for sharing Resource Conservation Management Services.

Administrative Recommendation: Approve Resolution 2000.

Background Summary: This resolution is in connection with AB10-11 and the corresponding motion to approve the city's application for a Resource Conservation Manager Grant through the Washington State Department of Commerce and Washington State University Extension Program. The key component of the application is an approved Interlocal Agreement between the aforementioned partners. The grant will provide funds to substantially offset costs associated with an RCM program intended to bring about reductions in resource expenditures for participating agencies. The RCM program will feature one FTE or contracted Resource Conservation Manager to be shared among the four agencies.

BUDGET INFORMATION:

Budget Amount	Required Expenditure	Budget Impact	Budget Balance
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Budget Explanation:

The interlocal agreement details the financial obligation of each partner and calls for Bonney Lake to assume the role of lead partner. For amounts in excess of what any Grant funds cover, Buckley, Sumner, and the School District shall reimburse Bonney Lake in proportion to the amount of time the RCM spent focusing on that Party's needs. This allocation of time is according to the amount each Party expends on utilities from all sources (water, sewer, electricity, oil, and natural gas, etc.) in relation to the other Parties. Please see the attachment to AB10-11, Application for RCM Services Grant, entitled RCM Funding Calculator.

COMMITTEE/BOARD REVIEW:

Subcommittee Review Date: Finance Committee - 01 Dec 2010

Commission/Board Review Date: -

Hearing Examiner Date:

COUNCIL ACTION:

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled To Date:

Signatures:

Director Authorization DM	Mayor NJ	Date City Attorney Reviewed 23 Dec 2009
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