

INTERAGENCY Amendment

Department of Enterprise Services

Date: September 7, 2012
Agreement No: 2012-ERG-538
Project No.: 2012-188
Amendment No: 1

**Interagency Agreement Between the
Department of Enterprise Services
And
Tukwila Metropolitan Park District**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as “DES”, and Tukwila Metropolitan Park District, hereinafter referred to as “MPD”, 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 Tukwila Pool Energy Projects outlined in the McKinstry Essention Tukwila Pool Energy Services Proposal dated August 7, 2012.

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, MPD 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-1”.

If MPD decides not to proceed with an Energy/Utility Conservation project that meets MPD’s cost effective criteria, then MPD will be charged a Termination Fee per Attachment “B-1”. 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 monitoring and verification services are requested by MPD and provided by DES under Attachment "C" of this Agreement, MPD will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the Energy Services Company (ESCO) shall be paid directly to the ESCO by MPD, after DES has reviewed, approved and sent the invoices to MPD for payment.

4.1 Energy Project Management Fee for the Tukwila Pool Energy Projects is \$47,800.00. Anticipated billing date for this Amendment is July 1, 2013.

The new total Agreement value is \$47,800.00.

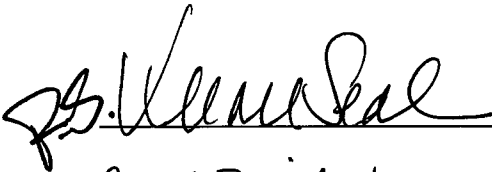
All sections above have been fully amended and are shown in their entirety.

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.

Tukwila Metropolitan Park District

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



Tom Henderson
Assistant Director

Title Date Title Date

Board President 10/22/12

Title Date

2012538IAAm1em
REVIEWED BY DES CONTRACT UNIT 9/6/12