STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

| State of Washington<br>**ENERGY PROGRAM**<br>Department of Enterprise Services<br>P.O. Box 41476<br>Olympia, WA 98504-1476 | **INTERAGENCY AMENDMENT** | |
|---|---|---|
| | IAA No.:<br>Project No.<br>Amendment No. | K10397<br>2026-917<br>1 |
| Pierce County Library System<br>3005 112th Street East<br>Tacoma, WA 98446 | Date: | September 10, 2026 |

# INTERAGENCY AMENDMENT

**Between**

**PIERCE COUNTY LIBRARY SYSTEM**

**And**

**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

The parties to this Amendment, the Department of Enterprise Services, Energy Program, hereinafter referred to as "DES", and Pierce County Library System, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

The purpose of this Amendment is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT AGENCY and to authorize the development of the energy services proposal.

1. **TERM.** The term of the agreement commences March 12, 2026, and ending on December 31, 2030 unless altered or amended as provided herein.

2. **STATEMENT OF WORK; COMPENSATION.** Energy Program shall provide the following services, for the following compensation, to Client Agency.

   a. SERVICES: 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.

**2a.1 PCLS Administration Center Solar PV System outlined in the ATS Automation Inc. Energy Services Proposal dated September 2, 2026, Project No. 2026-917**.

**2a.2 Review of Measurement and Verification reports for the PCLS Administration Center Solar PV System outlined in the ATS Automation Inc. Energy Services Proposal dated September 2, 2026, Project No. 2026-917.**

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

b. COMPENSATION. 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.

i. Project Management Services (Attachment A): For Project Management Services provided by DES, 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".

ii. Termination Fee: If the CLIENT AGENCY after authorizing an investment grade audit and Energy Services Proposal, 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).

iii. Measurement & Verification Services (Attachment C): If measurement and verification services beyond the first three years following the Notice of Commencement of Energy 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 that monitoring and verification services are provided.

c. PAYMENT OF ESCO SERVICES. Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, recommended approval, and sent the invoices to the CLIENT AGENCY for payment.

**2c.1 Energy Project Management Fee for the work described in Section 2a. 1 is $33,800.00. Anticipated billing date for this Amendment is October 31, 2026. Project No. 2026-917**

**2c.2 Measurement and Verification (M&V) Fee for the work described in Section 2a. 2 is included in the project management fee for the first three years. Duration of the M&V period for this Amendment is 1 years. Anticipated M&V review dates for this Amendment are November 2027, Project No. 2026-917.**

**The new total Agreement value is $33,800.00**.

Sections d. through e. terms and conditions of the original Agreement remain in full force and effect.

**3. INVOICES; BILLING.**

a. BILLING PROCEDURE. Energy Program 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 the notice of commencement of energy savings issued by the ESCO.** 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. Energy Program will invoice for any remaining services within 60 days of the expiration or termination of this Agreement.

b. PAYMENT PROCEDURE. The CLIENT AGENCY shall pay all invoices received from the Energy Program within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.

c. BILLING DETAIL. Each invoice submitted to Client Agency by Energy Program shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:

- The date(s) such services were provided
- Brief description of the services provided
- Total invoice amount

d. BILLING ADDRESS. Invoices shall be delivered to Client Agency electronically.

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.

**Pierce County Library System**

Business & Compliance Director 15 Sept 2026

Title Date

**Department of Enterprise Services**
**Energy Program**

Kirsten G. Wilson, PE
Energy Program Manager

Title Date

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Washington State
DEPARTMENT OF
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# ATTACHMENT A

## PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.

2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.

3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).

4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.

5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.

6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.

7. Provide assistance during the design, construction and commissioning processes.

8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.

9. Assist with final project acceptance.

10. Assist in resolution of disputes with the ESCO that arise during this *Agreemen*t, not to include formal disputes.

11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

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# ATTACHMENT B - Fee Schedule

2025-27 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects

| TOTAL PROJECT VALUE | PROJECT MANAGEMENT FEE | TERMINATION |
|---|---|---|
| 5,000,001…....6,000,000 | $68,800 | 25,700 |
| 4,000,001.....5,000,000 | 67,700 | 25,400 |
| 3,000,001…....4,000,000 | 66,700 | 25,000 |
| 2,000,001…....3,000,000 | 62,500 | 23,400 |
| 1,500,001…....2,000,000 | 58,300 | 21,800 |
| 1,000,001…....1,500,000 | 51,600 | 19,300 |
| 900,001. ...… 1,000,000 | 43,800 | 16,400 |
| 800,001…….....900,000 | 41,300 | 15,400 |
| 700,001…….....800,000 | 38,300 | 14,400 |
| 600,001…….....700,000 | 36,500 | 13,700 |
| 500,001…….....600,000 | 33,800 | 12,600 |
| 400,001…….....500,000 | 30,200 | 11,300 |
| 300,001…….....400,000 | 25,800 | 9,700 |
| 200,001…….....300,000 | 20,700 | 7,700 |
| 100,001…….....200,000 | 14,400 | 5,400 |
| 50,001…….....100,000 | 7,800 | 3,500 |
| 20,001…….....50,000 | 4,200 | 2,000 |

The project management fee on projects over $6,000,000 is 1.15% of the project cost. The maximum DES termination fee is $25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.

2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and energy service proposal. No termination fee will be charged unless the CLIENT AGENCY decides not to proceed to construction based on an energy services proposal that identifies projects that met the CLIENT AGENCY'S cost effectiveness criteria.

3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or $25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.

4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

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# ATTACHMENT C – SCOPE OF WORK

Energy/Utility Conservation Projects

**MEASUREMENT & VERIFICATION SERVICES**

Statewide Energy Performance Contracting Program

If requested DES will provide the following measurement and verification services following the Notice of Commencement of Energy Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification (M&V) report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and recommend approval of any ESCO invoice vouchers for payment by the Client Agency.

2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and the Client Agency that may impact achieved energy savings.

3. Attend a meeting or meetings with the Client Agency and the ESCO to review and discuss the annual M&V report.