

INTERAGENCY Amendment*Department of Enterprise Services*

Date: May 6, 2015
 Agreement No: K2364
 Project No.: 2014-241
 Amendment No: 2

**Interagency Agreement Between the
 State of Washington
 Department of Enterprise Services
 and
 Spokane Transit Authority**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and Spokane Transit Authority, 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 Lighting, Mechanical and Controls Upgrade outlined in the McKinstry Essention, LLC Energy Services Proposal dated September 17, 2014.

1.2 **Additional Mechanical and Controls Upgrades outlined in the McKinstry Essention, LLC Energy Services Proposal dated April 29, 2015.**

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 \$60,000.00. Anticipated billing date for this Amendment is July 1, 2015.

4.2 Energy Project Management Fee for the work described in Section 1.2 is \$0.00.

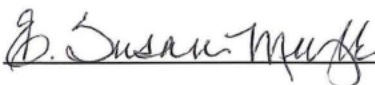
The new total Agreement value remains \$60,000.00.

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.

Spokane Transit Authority



 CEO
 Title
 5-11-15
 Date

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



 William J. Frare, P.E.
 Public Works Administrator
 Title
 6/5/15
 Date

K2364am2m