

AMENDMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF SUMAS

This AMENDMENT to the Energy Conservation Agreement Contract 17ES-11554 (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and CITY OF SUMAS (Sumas), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”.

This Amendment No. 02 (Amendment) replaces section 1 of the Agreement to extend the term of the Agreement through September 30, 2028; adds terms and conditions for the new Energy Efficiency Tracking System; updates section 6, Payment of Approved Invoice Payment Amounts; updates the Uncontrollable Forces clause in section 11(b); and updates the contact information in Exhibit A.

BPA and Sumas agree:

1. TERM

This Amendment shall take effect on the date signed by both Parties.

2. AMENDMENTS TO BODY OF THE AGREEMENT

(a) Section 1, Term shall be deleted and replaced with the following:

“This Agreement takes effect on the date signed by the Parties. This Agreement expires on September 30, 2028, unless terminated earlier as provided in section 13, Termination. Performance by BPA and Sumas shall commence on October 1, 2017, with the exception of those actions required prior to that date included in section 3(a) and section 3(b). All obligations under this Agreement shall be preserved until discharged or satisfied.”

(b) Section 2(b) shall be deleted and replaced with the following:

“(b) “Available Implementation Budget” means the amount available for BPA to purchase Energy Savings from a specific Program Participant at a given point in time equal to the Program Participant’s Initial Implementation Budget, plus any applicable Carryover Amount, plus or minus any applicable Implementation Budget Transfers, minus any applicable Approved Invoice Payment Amounts.”

(c) A new section 2(c) shall be added as follows and all subsequent definitions in section 2 shall be renumbered accordingly:

“(c) “Bonneville Energy Efficiency Tracking System” or “BEETS” means the reporting system established by BPA and intended to supersede BPA’s IS2.0 reporting system.”

(d) The definition of “Rollover Amount” in section 2(l) shall be revised and moved to a new section 2(d) as follows. All subsequent definitions in section 2 shall again be renumbered accordingly:

“(d) “Carryover Amount” means an amount of a Program Participant’s budget remaining at the end of a given Rate Period that may carry forward to increase the amount of that Program Participant’s Available Implementation Budget for the following Rate Period.”

(e) Section 3(c) shall be deleted and replaced with the following:

“(c) **Carryover Amount**

As applicable and in accordance with the terms and conditions in the Implementation Manual, BPA shall calculate Sumas’s Carryover Amount and incorporate a Carryover Amount into Sumas’s Available Implementation Budget for each Rate Period. By November 15, 2017, and no later than November 15 every two years thereafter, BPA shall notify Sumas of its applicable Carryover Amount for the remainder of the Rate Period.”

(f) Section 5 shall be deleted and replaced with the following:

“**5. INVOICING PROCESS**

BPA will notify Sumas when Sumas shall stop submitting invoice packages to BPA through IS2.0 and start submitting invoice packages and invoices to BPA through BEETS or its successor.

(a) **Documentation and Submittal of Invoice Packages**

Sumas shall comply with the documentation requirements in the Implementation Manual.

As applicable, Sumas shall execute and maintain a BPA Customer Portal Access and Use Agreement in order to submit invoice packages to BPA while still reporting through IS2.0.

Whether seeking Self-Funded Energy Savings or for BPA payment for Energy Savings, Sumas shall submit its invoice packages, including any required reports and documentation, in accordance with the reporting requirements in the Implementation Manual. If there is a disagreement regarding the completeness or accuracy of any submitted invoice

packages, as applicable, then BPA shall work with Sumas to resolve such issues.

If BPA determines that any Program Participant's third-party contractor falsified information reported to BPA, then BPA shall have the right to prohibit all Program Participants from reporting, for payment, Measures implemented with the assistance of that contractor. If such action is taken, BPA will notify all Program Participants in accordance with Exhibit A.

(b) **Performance Payments**

For purposes of this Agreement, Performance Payment shall have the meaning as defined in the Implementation Manual.

When BPA notifies Sumas of its Initial Implementation Budget for the upcoming Rate Period pursuant to section 3(b) above, BPA shall also notify Sumas of its Performance Payment classification category and rate for the upcoming Rate Period. BPA's Performance Payment classification categories, rates, caps, and certain terms and conditions of Sumas's receipt of such, shall be as stated in the Implementation Manual.

If Sumas is seeking BPA payment for Energy Savings, then City of Sumas may receive, elect to receive, or opt out of a Performance Payment. Instructions for Sumas to receive, elect to receive, or opt out of Performance Payments, and the applicable time frame(s) that Sumas has to claim Performance Payments will be included in the Implementation Manual. If Sumas opts out of a Performance Payment for a given invoice package submitted using IS2.0, then Sumas may not claim Performance Payments for that invoice package at a later date. Using BEETS, Sumas must claim any applicable Performance Payments for any invoice approved by BPA within a given Rate Period by the end of that Rate Period.

BPA shall not apply Performance Payments for any Self-Funded Energy Savings.

BPA will deduct any applicable Performance Payments from Sumas's Available Implementation Budget.

(c) **BPA Review of Invoice Packages, Creation of Invoice Reports, and Determination of Approved Invoice Payment Amounts**

After BPA receives an invoice package from Sumas, BPA shall conduct a timely review process to determine whether: the Measures submitted conform to the requirements of this Agreement and the Implementation Manual, Sumas has otherwise followed the terms and conditions of this Agreement

and the Implementation Manual and Sumas has adequate Available Implementation Budget.

After BPA has conducted its review process above, which may include an oversight review pursuant to section 7 below, BPA will notify Sumas of any accepted Measures and, as applicable, BPA will notify Sumas that it may submit an invoice for accepted Measures. BPA will not accept Measures that are not in compliance with the requirements of this Agreement.

BPA shall create and make available to Sumas an itemized invoice report that states the accepted Energy Savings and the Approved Invoice Payment Amount.

In no event shall the Approved Invoice Payment Amount exceed Sumas's Available Implementation Budget."

- (g) The first paragraph of section 6 shall be deleted and replaced by the following:

"BPA agrees to purchase and Sumas» agrees to sell Energy Savings in accordance with this Agreement. BPA shall pay Sumas any Approved Invoice Payment Amounts, as determined under sections 5(b), 5(c) and 8 of this Agreement and in accordance with sections 10 and 13 of this Agreement. Such payment shall be due no later than 30 days after BPA accepts the invoiced Energy Savings and makes available the itemized invoice report to Sumas pursuant to section 5(c) above. All payments to Sumas will be made electronically."

- (h) The second paragraph of section 7 shall be deleted and replaced with the following:

"During the invoice package review process outlined in section 5(c) above (or where BPA otherwise deems necessary), BPA may select Sumas's invoice package for oversight review. If BPA selects an invoice submitted by Sumas to conduct oversight review BPA shall notify Sumas and the Parties shall coordinate accordingly."

- (i) Section 11(b) shall be deleted and replaced with the following:

"(b) floods, earthquakes, fire, or other natural disasters; terrorist acts; and epidemics, pandemics; and"

- (j) The last sentence of the first paragraph of section 13(a) shall be deleted and replaced with the following:

"Sumas may not submit invoice packages for implemented Measures after Sumas has submitted a notice of termination."

- (k) The last sentence of the second to last paragraph of section 13(b) shall be deleted and replaced with the following:

“Further, Sumas shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Sumas for Measures for which Sumas had not yet submitted an invoice package.”

- (l) The second to last sentence of section 13(c) shall be deleted and replaced with the following:

“Further, Sumas shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Sumas for Measures for which Sumas had not yet submitted an invoice package.”

3. EXHIBIT REVISION

Exhibit A shall be deleted and replaced by the attached Revision No. 02 to Exhibit A.

4. SIGNATURES

This Amendment may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Amendment as of the last date indicated below.

CITY OF SUMAS

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name Bruce Bosch
(Print/Type)

Name Jamae Hilliard Creecy
(Print/Type)

Title Mayor

Title Vice President Energy Efficiency

Date _____

Date _____

Revision No. 02, Exhibit A
NOTICES AND CONTACT INFORMATION
Effective on the Date Executed by the Parties

This revision updates the BPA contact information in section 1(b) of Exhibit A.

1. NOTICES AND CONTACT INFORMATION

(a) **Notices**

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have the means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change consistent with this section. Parties shall deliver notices to the following person and address:

(b) **Contact Information**

If to Sumas:

City of Sumas
PO Box 9
Sumas, WA 98295

Attn: Sunny Aulakh
Public Works Director
Phone: 360-988-5711
E-Mail: saulakh@cityofsumas.com

If to BPA:

Bonneville Power Administration
Seattle Customer Service Center
915 Second Ave, Suite 3360
Seattle, WA 98174-3360
Attn: Melissa Podeszwa -PEM-Seattle
Energy Efficiency Representative
Phone: 206-220-6772
E-Mail: mjpodeszwa@bpa.gov

2. REVISIONS

When a Party to this Agreement requests a change to their contact information included in section 1(b) of this exhibit, then the requesting Party must send notice of such requested change to the other Party. BPA may unilaterally revise this exhibit to implement such requested changes to section 1(b). All other revisions to this exhibit shall be by mutual agreement of all the Parties.