

RESOLUTION NO. 12-41  
OF EDMONDS SCHOOL DISTRICT No. 15  
SNOHOMISH COUNTY, WASHINGTON

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Authorize Interlocal Cooperation Agreement  
with Snohomish County Public Utility District (PUD) No. 1  
for Resource Conservation Manager Program

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WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies, and;

WHEREAS, RCW 39.35C, Energy Conservation Projects, authorizes the Snohomish County Public Utility District (PUD) No. 1 to assist the District in developing energy conservation programs, and;

WHEREAS, RCW 54.16.090 authorizes the PUD to enter into this Agreement to provide the District with utility-related services, and;

WHEREAS, the PUD and the District wish to establish a jointly-funded Resource Conservation Manager Program to identify opportunities for cost-effective energy, waste and water conservation measures, to make available to the District any generally available conservation incentives, financial assistance or other programs, and to evaluate the effectiveness of installed conservation measures;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No.15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between the Edmonds School District No.15 and Snohomish County Public Utility District (PUD) No. 1.

Interlocal Cooperation Agreement  
with Snohomish County Public Utility District (PUD) No. 1  
for Resource Conservation Manager Program, Resolution 12-41

2. That the Superintendent or designee of Edmonds School District No.15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperation agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District No.15, Snohomish County, Washington, at a regular meeting thereof this 25<sup>th</sup> day of September, 2012.

Edmonds School District No. 15  
BOARD OF DIRECTORS

\_\_\_\_\_  
Ann McMurray, Board President

\_\_\_\_\_  
Susan Phillips, Vice President

\_\_\_\_\_  
Diana White, Legislative Representative

ATTEST:

\_\_\_\_\_  
Kory DeMun, Board Member

\_\_\_\_\_  
Nick Brossoit, Ed.D.  
Secretary of the Board

\_\_\_\_\_  
Gary Noble, Board Member

Interlocal Cooperation Agreement  
with Snohomish County Public Utility District (PUD) No. 1  
for Resource Conservation Manager Program, Resolution 12-41

**JOINT AGREEMENT  
FOR  
RESOURCE CONSERVATION MANAGER PROGRAM**

THIS JOINT AGREEMENT FOR RESOURCE CONSERVATION MANAGER PROGRAM ("Agreement") is made and entered into as of the 17th day of September, 2012, by and between PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON, a municipal corporation organized and existing under the laws of the State of Washington ("PUD"), and EDMONDS School District a school district organized and existing under the laws of the State of Washington ("School District") (PUD and School District are sometimes referred to individually herein as "Party" and collectively as "Parties").

WHEREAS, the School District and PUD desire to promote conservation of energy, water and solid waste and to increase the awareness of the need to conserve among students, teachers and staff; and

WHEREAS, the School District is authorized and required under Chapter 39.35C of the Revised Code of Washington ("RCW") to identify, develop, finance, and implement cost-effective energy conservation measures, and PUD is authorized by Chapter 39.35C RCW to assist the School District in developing energy conservation programs, to provide generally-available energy conservation incentives to the School District, and to purchase cost-effective energy savings from the School District; and

WHEREAS, pursuant to the authority provided by RCW 54.16.090, PUD is authorized to enter into this Agreement with the School District to provide utility-related services to the School District; and

WHEREAS, the Parties wish to establish a jointly-funded Resource Conservation Manager Program ("RCMP") to identify opportunities for cost-effective energy, waste and water conservation measures in the School District' facilities; to arrange for implementation of such measures; to coordinate actions among the Parties; to make available to the School District any generally available conservation incentives, financial assistance, or other programs; and to evaluate the effectiveness of installed conservation measures.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## **1. TERM AND TERMINATION OF AGREEMENT**

- A. The term of this Agreement ("Term") will commence on the date first set forth above and shall expire at the time stated in the Scope of Work unless sooner terminated by either Party in accordance with subsection 1(B).
- B. Either Party may terminate this Agreement at any time upon providing thirty (30) days' written prior notice of termination to the other Party, whereupon each party shall be relieved of any further obligations under this Agreement.
- C. The Parties may agree to extend this Agreement by executing an addendum to the Agreement in writing stating terms of said extension.
- D. Without in any way limiting the foregoing, no termination of this Agreement at any time shall relieve either Party of any responsibility or liability (including but not limited to any liability for payment) with respect to services performed or obligations undertaken prior to such termination.

## **2. RESOURCE CONSERVATION MANAGER PROGRAM**

In accordance with and subject to the terms and conditions of this Agreement, the School District and PUD hereby agree to jointly operate a Resource Conservation Manager Program as described in this Agreement and the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference ("Scope of Work"). The Parties agree to support the RCMP in accordance with the following requirements:

- A. Resource Conservation Manager Program Staff. PUD shall provide staff, consultants and/or subcontractors to support the RCMP. The PUD shall remain responsible for paying the salary and benefits of PUD employees, and shall provide all required workers' compensation coverage in accordance with the PUD's general workers' compensation program. PUD agrees to request a "Child and Adult Abuse Law" ("CAAL") criminal background check pursuant to RCW 43.43.830-.842, if necessary regarding PUD employees, consultants and/or subcontractors that will provide support for the RCMP. PUD agrees to provide School District with a copy of the CAAL check results provided by the Washington State Patrol pertaining to all PUD personnel, consultants and/or subcontractors who will have access to School District facilities while students are present.

The School District shall provide staff, and/or a third party service provider sufficient to support adequate operation of the RCMP as specified in the Scope of Work and at a level equivalent to no less than .5 FTE. School District RCM staff or other service providers shall report to the School District. All School District employees assigned to the RCMP shall remain employees of the School District, and the School District shall remain responsible for paying the salary and benefits of such employees, and shall provide all required workers' compensation coverage in accordance with the School District's

general workers' compensation program. Should the School District eliminate the position of RCM, or terminate the RCM employee, or if the position remains unfilled for more than six (6) consecutive months after commencement date of this Agreement, PUD may terminate this Agreement upon providing the School District written notice of termination. Should the third party RCM service provider contract be terminated by the School District without the School District providing staff sufficient to support operation of the RCMP, PUD may terminate this Agreement upon providing the School District written notice of termination. Additionally, the School District shall provide PUD with written notice of change of RCM staff or third party RCM service provider within 30 days of such change.

- B. Resource Conservation Manager Program Services. The PUD and the School District shall cooperatively and jointly work to identify and capture energy conservation opportunities in accordance with the Scope of Work. Management of RCMP services shall be provided by the Resource Conservation Manager ("RCM") working on behalf of the School District, with assistance from such other personnel as the RCM may direct. The PUD shall manage its RCMP support to the School District through its own RCMP staff.

### **3. PAYMENT**

- A. Payments. Payments by PUD to the School District for RCMP allowances and incentives shall be made in accordance with this Section and the Scope of Work.
- B. Payments for RCMP Allowances. Payments to the School District for RCMP allowances for software, training and site-based expenditures must be reviewed and approved in advance by PUD RCMP staff. Payments for such approved allowances shall be made within forty-five (45) calendar days of PUD's receipt of an invoice and receipts and other appropriate documentation as may be requested by PUD staff.
- C. Payments for RCMP Incentives. RCMP incentives payments are conditioned upon the School District providing the Yearly Required Deliverables ("Deliverables") as set forth in the Scope of Work to PUD within sixty (60) calendar days of the end of each program year. RCMP incentive payments will be calculated in accordance with the Scope of Work and shall be paid by PUD to the School District within sixty (60) calendar days of receipt of all required Deliverables from the School District. PUD shall provide the School District with a statement setting forth in reasonable detail the basis for the payment, including, if applicable, the measured energy savings achieved by the School District and the calculation of the incentive amount based upon such savings up to the maximum incentive as stated in the Scope of Work.

- D. Address For Payments. The PUD shall remit RCMP allowance and incentive payments to the following address:

Edmonds School District  
2927 Alderwood Mall Blvd  
Lynnwood WA, 98206  
Attn: George Marshall  
Tel.: (425) 431-7245  
Email: MarschallG@edmonds.wednet.edu

#### **4. OBLIGATIONS OF THE SCHOOL DISTRICT**

In accordance with and subject to the terms and conditions of this Agreement, the School District shall provide:

- A. Facility Access. The School District will provide PUD personnel with reasonable access to any School District facilities as necessary for PUD personnel to meet/satisfy any and all terms and conditions of this Agreement. PUD staff shall, to the extent practicable, attempt to minimize the disruption to regularly scheduled School District functions caused by activities undertaken pursuant to this Agreement. The School District may require that PUD staff accompanied by School District personnel if necessary to comply with regularly-observed School District security or safety protocols.
- B. Access to Data. The School District hereby authorizes PUD staff to examine the School Districts' utility consumption records, and further grants such authorization to such other PUD personnel as may reasonably be required to obtain and analyze such records. The School District shall also provide PUD staff access to blueprints, plans, electrical diagrams, and other technical documents reasonably requested by the PUD staff.
- C. Publicity. The School District hereby authorizes the PUD to use information, results, photographs, charts, graphs and other material arising from the RCMP in case studies, promotional materials, and reports to be disseminated to the public, other current or potential participants in the RCMP, other utilities, government agencies, and organizations involved in monitoring and promoting energy and resource conservation, provided that the School District, has opportunity for review and prior approval of any materials related to the School Districts' activities prior to the distribution of said materials, and may, pursuant to Section 6 of this Agreement, designate as confidential any materials that are protected/exempt from public disclosure under the Washington Public Records Disclosure Act (Chapter 42.56 RCW) and/or other applicable state and/or federal law and the PUD shall not disclose such information under this subsection 4(C) unless it determines that the materials designated as confidential by the School District are not protected/exempt from disclosure under applicable law or ordered to disclose/release by a court of competent jurisdiction.

## **5. OWNERSHIP OF INTELLECTUAL PROPERTY**

- A. The School District shall be entitled to apply any and all Intellectual Property developed pursuant to this Agreement to improve energy, waste and water conservation at any of their facilities without payment of any license fee, royalty, or other charge, provided that the School District take all necessary precautions to prevent public disclosure or appropriation of that Intellectual Property.
- B. Except as provided in Paragraph 5(A), any and all Intellectual Property created by or on behalf of the PUD under or in connection with this Agreement, including all such matter which is subject to patent or copyright, shall be the property of the PUD, and all right, title and interest therein and thereto, including but not limited to any and all rights to patent and copyright thereof, shall be vested in the PUD. The School District agrees that the PUD shall be entitled to enter into resource conservation management agreements similar to this Agreement with others and to provide materials or services which are similar or comparable to those provided under this Agreement, and that in connection therewith, the PUD shall be entitled to use and apply any Intellectual Property developed in connection with this Agreement.
- C. The PUD's rights in the Intellectual Property shall include, but not be limited to: (i) the unrestricted and exclusive right to reproduce the Intellectual Property for any lawful purpose, throughout the world; (ii) the exclusive right throughout the world to protect the Intellectual Property by copyright, patent or trademark, including any renewals thereof; (iii) the right to alter, retouch, distort or crop the Intellectual Property in any way; (iv) the right to license, distribute, assign or transfer title in and to the Intellectual Property or copyright of the Intellectual Property, or otherwise dispose of the Intellectual Property or any rights therein or any portion thereof for any purpose and in any manner; and (v) all subsidiary rights therein.
- D. "Intellectual Property" means any and all drawings, artwork, copy, designs, computer software, computer program codes, computer data models, photographs, video tapes, films, slides, tape recordings, mechanicals, writings, jointly developed teaching materials, audio/visual projects, printed or graphic matter, trademarks, copyrights, trade secrets, patents and design patents, including all preparatory materials such as sketches, drafts, out-takes, outlines and drawings, and any and all electronic media in which any of the foregoing are fixed or recorded. The School Districts building and consumption data is not considered Intellectual Property under this Agreement.
- E. For Intellectual Property that is jointly created in the RCMP, created by the parties directly, or created by third parties providing services to either party, each party agrees to obtain advance written permission to the other to use any such Intellectual Property. Public disclosure of any jointly created Intellectual Property shall also require advance written permission of both parties except where other existing agreements require otherwise or where required by law.

## **6. CONFIDENTIALITY**

- A. **Confidentiality Obligations.** Subject to the requirements of the Washington Public Records Disclosure Act, Chapter 42.56 RCW, and other applicable law and the provisions of this Agreement, the Parties agree to maintain the confidentiality of each and all of the information designated in writing as confidential by the other Party and to make every effort not to disclose such confidential information except as allowed under the provisions of this Section 6. The Parties shall take all reasonable and legally available steps to prevent the release of such confidential information to any party other than the signatories to this Agreement, the RCMP staff, and designated personnel, agents, and subcontractors of any of the Parties hereto with a specific need to know such confidential information for the purposes permitted hereunder. Upon the expiration or termination of this Agreement for any reason, each Party shall upon request of the other Party return to the requesting Party any such confidential information which may be in its possession or control, and which has been properly designated as confidential by the requesting Party.
- B. **Information Not Subject to Section.** The provisions of this Section 6 shall not be applicable to information which: (i) is or becomes generally available to the public other than as a direct or indirect result of an intentional or inadvertent disclosure by the receiving Party or anyone to whom the receiving Party transmits the information; (ii) was in the possession of the receiving Party prior to its disclosure to the receiving Party by the disclosing Party, provided that such information is not known to the receiving Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing Party or another party; (iii) becomes available to the receiving Party from a source other than the disclosing Party, provided that such source is not known to the receiving Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing Party or another Party; or (iv) is independently developed by the receiving Party, other than in connection with this Agreement.
- C. **Disclosures Required by Law.** Nothing in this Agreement shall be construed to prohibit or limit any of the Parties to this Agreement from disclosures required or requested under applicable law, and/or regulations, or pursuant to an order and/or judgment of a court of competent jurisdiction. Each Party shall promptly notify the other Party upon receipt of a request for disclosure of confidential information, so that such other Party may, at its own cost and expense, seek a protective order or other appropriate remedy. Under no circumstances whatsoever will a Party other than the Party which has designated the requested information as confidential have any obligation whatsoever to initiate, defend against, or otherwise participate in or in connection with any inquiry, investigation, action, claim, suit, arbitration, or proceeding relating the release of any such confidential information. Nothing herein shall be construed as prohibiting any Party from using confidential information in connection with (i) any claim against the other Party to this Agreement in a dispute arising under or related to this Agreement or (ii) any third party claims for which any Party is seeking indemnification from the other Party to this Agreement. Each Party to this Agreement shall have no liability whatsoever to the other Party for the disclosure or copying of designated confidential information where, in the opinion of legal counsel for the disclosing Party, the disclosing Party is compelled to



permit such disclosure or copying or else risk civil or criminal liability or penalty.

**7. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

A. **PUD Indemnification Obligation.** Except as otherwise provided herein, the PUD hereby indemnifies and agrees to hold harmless and release the School District and its officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments and liabilities, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with (i) any negligent failure of the PUD duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed or observed by or on behalf of the PUD or (ii) any negligence or intentional misconduct of the PUD. The School District shall give reasonable notice to the PUD in writing of any such claim or threatened claim, and the PUD shall, at its own cost and expense, assume the investigation, defense and settlement of any such claim or threatened claim. The School District may, at its own cost and expense, participate in investigating and defending the claim or threatened claim, and, should the School District so participate, the PUD shall cooperate fully with the School District in defending the claim or threatened claim and shall not settle any such claim or threatened claim without the School District's written consent. In the event of any claim against the School District by any employee of the PUD, the indemnification and hold harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PUD under workers compensation acts, disability benefit acts, or other employee benefit acts; and the PUD hereby specifically and expressly waives the immunity of the PUD under such acts, and agrees that the foregoing waiver was mutually negotiated by the parties; provided, however, that the PUD's waiver of immunity by the provisions of this section extends only to claims against the PUD by or on behalf of the School District under or pursuant to this Agreement, and does not include, or extend to, any claims by the PUD's employees directly against the PUD.

B. **School District Indemnification Obligations.** Except as otherwise provided herein, the School District hereby indemnifies and agrees to hold harmless and release the PUD and its elected officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments and liabilities, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with (i) any negligence or intentional misconduct of the School District, or (ii) any negligent failure of the School District to duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed or observed by or on behalf of the School District.

The PUD shall give reasonable notice to the School District in writing of any such claim or threatened claim, and the School District shall, at its own cost and expense, assume the investigation, defense and settlement of any such claim or threatened claim. The PUD may, at its own cost and expense, participate in investigating and defending the claim or threatened claim and, should the PUD so participate, the School District shall cooperate fully with the PUD in defending the claim or threatened claim and the School District shall not settle any such claim or threatened claim without the PUD's written consent. In the event of any claim against the PUD by any employee of the School District, the indemnification and hold harmless obligations herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the School District under workers compensation acts, disability benefit acts, or other employee benefit acts; and the School District hereby specifically and expressly waive the immunity of School District under such acts, and agree that the foregoing waiver was mutually negotiated by the parties; provided, however, that the School District waiver of immunity by the provisions of this section extends only to claims against the School District by or on behalf of the PUD under or pursuant to this Agreement, and does not include, or extend to, any claims by the School Districts' employees directly against the School District.

- C. Liability Arising From Actions of the RCMP. The Parties hereby recognize that the employees of the PUD and the School District that are participating in the RCMP under this Agreement are acting jointly on their behalf of each Party. The Parties therefore agree that any liability arising under this Agreement from any action of said RCMP staff shall be divided equally among them, except where the RCMP is acting under the sole and direct instruction of one Party, and the claimed liability is directly caused by the RCMP staff's action taken to carry out that instruction, in which case the instructing Party shall be responsible for that liability in proportion to its degree of fault. Where joint liability of the parties arises under this paragraph 7(C), the PUD shall oversee and direct the defense of any such losses, claims, damages or lawsuits provided that the parties shall cooperate in the formulation of any such defense, and the PUD may not settle any such claim without the written authorization of the School District, and provided further that the cost of any such defense shall be divided equally among the parties.
- D. Insurance. The PUD and the School District shall procure and maintain for the duration of this Agreement comprehensive general liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage that may arise from the actions of the PUD, the School District, their agents, assigns, employees, subcontractors, or representatives under this Agreement; provided that the PUD may satisfy its obligations under this provision through its self-insured retention fund. Each party, upon request of any other party, shall produce a certificate of insurance demonstrating its compliance with the requirements of this provision. At the time of enactment of this Agreement both parties have provided the other with copies of their statements of self-insurance and they are compliant with the above noted insurance requirements.

- E. Nothing contained in this Section or Agreement shall be construed to create a liability or a right of indemnification by any third party.
- F. Survival. The provisions of this Section 7 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## **8. NOTICES AND OTHER COMMUNICATIONS.**

- A. Any notice required or permitted to be given under or pursuant to this Agreement shall be in writing and shall be delivered to the other Party either in person or by First Class mail to its Designated Representative at the address set forth below. Notices delivered in person shall be effective upon delivery. Notices sent by mail shall be effective on the third day after mailing.

If to the PUD:                      Public Utility District No. 1 of Snohomish County, Washington  
2320 California Street, Box 1107  
Everett, WA 98206  
Attn: Allison Grinczel  
Tel.: (425) 783-8275  
FAX: (425) 267-6636  
Email: aagrinczel@snopud.com

If to SCHOOL DISTRICT:  
Edmonds School District No. 15  
2927 Alderwood Mall Blvd  
Lynnwood WA, 98206  
Attn: George Marschall  
Tel.: (425) 431-7245  
Email: MarschallG@edmonds.wednet.edu

- B. Either Party may change its Designated Representative or the address to which notices should be sent by giving notice of such change in accordance with the requirements of Subsection 8(A).

## **9. MISCELLANEOUS**

- A. Integration Clause. This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements with respect to the subject matter of this Agreement. The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. The headings used herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- B. No Third Party Beneficiaries. Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third

party.

- C. Waivers. Except as otherwise provided herein, or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by either Party of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified in this Agreement. Such waiver of notice or acceptance of shorter notice by either Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required under this Agreement.
- D. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- E. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.
- F. Rules of Construction. Whenever in this Agreement the context so suggests, references to the masculine shall be deemed to include the feminine, references to the singular shall be deemed to include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive. No provision of this Agreement shall be construed in favor of or against either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which such provision or any other provision or provisions of this Agreement is or are inconsistent with any prior draft thereof.
- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). Except for disputes subject to informal dispute resolution or binding arbitration under Section 3 of this Agreement, venue shall be in the Superior Court for Snohomish County, Washington.
- H. Definitions. Unless otherwise required by the text of this Agreement, all technical terms contained herein shall have the meaning ordinarily assigned to them in the electric utility industry.
- I. Counterparts. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- J. Signature Clause. Each of the undersigned signatories represents and warrants that he or she has all necessary and proper authorization to execute and deliver this Agreement on behalf of the Party on behalf of which he or she is signing.

K. Filing/Listing of Agreement. As an interlocal agreement and pursuant to RCW 39.34.040, this Agreement shall be filed by PUD with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**EDMONDS SCHOOL DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH  
COUNTY, WASHINGTON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

School Board approval date:  
September 25, 2012

# ATTACHMENT A \_\_\_\_ SCOPE OF WORK for Resource Conservation Manager Program Services

**Program Objective:** Edmonds School District ("Edmonds SD") agrees to establish a Resource Conservation Manager Program ("RCMP"), including a Resource Conservation Manager ("RCM" or "Resource Conservation Manager"), which will provide coordination and leadership for effective and efficient management of all utility resources used in the Edmonds SD organization including, but not limited to: electricity, natural gas, water, wastewater, refuse, and recycling. The RCM will develop and implement a plan to achieve savings by coordinating efficient operations and quality maintenance with low-cost actions and behavioral changes by users of the facilities. Snohomish County PUD ("PUD") will provide allowance and incentives to assist the Edmonds SD with development and operation of the Edmonds SD RCMP.

**Type of Agreement:** Edmonds SD shall provide either a 90% Edmonds SD staff member or a third party Resource Conservation Manager service provider to provide the centralized energy accounting, monitoring and reporting functions, and to provide the technical on-site implementation of operational recommendations.

**Term:** This Joint Agreement for a Resource Conservation Manager Program shall expire on Dec 31, 2015, unless extended in writing in accordance with Section 1 of the Agreement. Each year at the time of savings true-up the Scope of Work will be amended to reflect the agreed upon savings, Facility Action Plans, etc. for the next year of the Agreement.

- Initial Program Baseline: SY2011 – 2012 (Sept 1, 2011 to Aug 31, 2012)
- Program Year Four Baseline: SY2012 – 2013 (Sept 1, 2012 to Aug 31, 2013)
- Program Year Five Baseline: SY2013 – 2014 (Sept 1, 2013 to Aug 31, 2014)
- Program Year Six Baseline: SY 2014 – 2015 (Sept 1, 2014 to Aug 31, 2015)

**Services:** The following list of RCMP components has been developed to support School Districts RCMPs. Tasks and deliverables associated with the successful completion and payments of incentives are described for each measure. All of the tasks specified for each section must be completed within 60-days of the end of each program year in order to receive payment associated with those tasks.

**Table 1: RCM Allowances and Incentives Provided**

	RCMP Services or Components	Allowance / Incentive	Term	Allowance / Incentive Amount	
1	Energy Accounting Software Allowance	Allowance	3 years	\$2,000/yr	
2	RCM Training Allowance	Allowance	3 years	\$3,000 Total	
3	Site-Based Expenditures Allowance	Allowance	3 years	\$2,500 Total	
4	RCM Incentive – Year Four	Savings Based	1 Year	Agreed upon kWh savings at \$.02/kWh	\$0.005/ECM
5	RCM Incentive – Year Five	Incentive & ECM Bonus	1 Year	Agreed upon kWh savings at \$.015/kWh	\$0.01/ECM
6	RCM Incentive – Year Six		1 Year	Agreed upon kWh savings at \$.01/kWh	\$0.015/ECM

### **Section 1: RCMP Savings Targets, Baseline & Initial Program Requirements**

The RCMP has non-binding target energy reduction goals for each year of the RCMP. The target goals are as follows:

- Year 4: 2% total electrical (kWh) energy reduction
- Year 5: 2% total electrical (kWh) energy reduction
- Year 6: 2% total electrical (kWh) energy reduction

The initial baseline year shall be the previous years' annual electricity usage for the year prior to the Participant joining the RCMP. The savings target will be established using actual data at the time of eligibility. The savings incentives will be determined and payment made within 60-days of receipt of required deliverables at the end of performance years. The School District will be expected to:

1. Continued retention of an RCM or dedicate 90% staff time to RCM activities. The PUD may request access to and an opportunity to review records of the number of hours spent by the RCM or dedicated staff on activities related to the RCMP.
2. Allow the PUD to promote School District's success and program efforts via case-studies and other materials to help educate and advance resource conservation efforts.

### **Section 2: RCM Allowances**

#### **Energy Accounting Software Allowance**

The PUD will provide an allowance of \$2,000/year for the purchase of, or yearly fee, of an energy management accounting, or dashboard software. The Accounting Software Allowance can be applied to any RCM-related Accounting Software, or energy dashboard system with prior PUD RCMP Managers' approval. At a minimum, the accounting software should include:

- The ability to track energy on a monthly basis
- Provides presentation tools (graphs, charts, etc.)

If the customer is also participating in the Puget Sound Energy (PSE) RCMP, and utilizing the PSE-provided accounting software, additional energy management software may not be needed.

The PUD will determine energy savings and/or incentive payments from PUD billing data. The software allowance cannot be used for labor payments of people inputting manual billing data into accounting software.

#### **Training Allowances**

Training Allowances are offered to organizations for outside training of their direct employees. Each customer receives a total of \$3,000 in Training Allowance over the entire three-year term of the agreement.

Third party organizations are not eligible for Training Allowances. While third-party organizations are not eligible to receive Training Allowances, direct employees within a participating organization whose job is related to energy management activities (custodial staff, building managers, building directors, etc.) may use this Training Allowance.

## **ATTACHMENT A \_\_\_\_ SCOPE OF WORK for Resource Conservation Manager Program Services**

The Training budget can be applied toward Building Operator Certification (BOC) program, or applied to any other equivalent RCM-related training course with prior approval from the PUD RCMP Manager. The participant will coordinate with the PUD RCMP Manager on the procedure for each approved training expenditure invoice. Training funds will not be allocated to cover travel, lodging or other meal costs associated with participation in training activities.

- Training expenditures that may be approved include:
  - Memberships in RCM or energy management related professional associations
  - Subscription, or purchase of technical delivery materials
  - Energy efficiency related training
  - Professional development activities as pre-approved by the PUD RCMP Manager

After training has been completed, and if requested by the PUD, the customer agrees to:

- Submit a copy of the student's project coursework, or copy of completion certificate
- Present an overview of their project, or course attended to PUD and/or other RCM personnel

### **Site-Based Expenditures Allowance**

The Site-Based Expenditures provides cash allowances to a customer for purchase of behavioral change supplies, or internal training. Each customer may spend of up to a total of \$2,500 for the entire term of the three-year agreement on Site-Based Expenditures.

Site-Based Expenditures may include:

- Signs to remind staff and/or occupants to turn off lights
- Activities such as building-to-building contests to save energy or other resources
- Prizes for essay contests related to resource conservation
- Classroom, assembly or brown-bag lunch programs with resource conservation focus
- Training of building occupants, and/or staff on implementation of behavioral measures
- Creating informational displays that highlight resource conservation goals and successes
- Other similar activities as approved by the PUD RCMP Manager

To Qualify for Site-Base Expenditures, customer must agree to:

1. Receive prior PUD RCMP Manager approval for the Site-Based Expenditures
2. Identify participating buildings, verifiable measures, or activities that will reduce electricity usage
3. Provide inspections as necessary to evaluate on-going implementation of measures and provide corrective education as necessary
4. Submit a final report of effectiveness of the measure(s)
5. Submit a final receipt or invoice to the PUD



**Section 3: Yearly Savings Based Incentives & Required Deliverables**

Each year of the RCMP agreement, the PUD will offer a savings-based, kWh reduction incentive. In order to qualify for each incentive, the customer agrees to provide yearly deliverables in order to justify the savings achieved.

**Yearly Required Deliverables**

In order to qualify for each of the Yearly Savings Based Incentive payments, the RCMs must provide the PUD with annual deliverables. The PUD will provide a template for each of the deliverables; deviation from the template will generally be acceptable with prior approval from the PUD. These items are due no later than 60-days after the program years' end. The RCMP Deliverables are:

1. RCMP Annual Report. The Annual Report shall included at a minimum:
  - a. Customer Information
  - b. Annual Energy Use
  - c. Annual Energy Savings
  - d. RCM Activities Performed
    - i. Utility Billing Auditing / Adjustments
    - ii. Education
    - iii. Operations & Maintenance
    - iv. Capital Projects
    - v. New Construction Projects
    - vi. Green Power / Renewable Energy Projects
    - vii. Education / Behavioral Changes
    - viii. Training
    - ix. Other/ Misc.
  - e. Adjustments to RCM Building Profile
2. Facility Action Plans (FAPs). Facility Action Plans were required for each building within the customers' RCMP profile at the end of the first program year. FAPs will be required for each program year as follows:
  - a. Years 4 – 6: Updated FAPs for the top 30% of the entire RCM energy profile, or a minimum of 20% of the buildings. If significant occupancy or square footage changes have occurred, the FAP for that building is also required. The PUD RCMP Manager will work with the RCM at the end of each program year to determine the FAPs required for Years 4 - 6. Additional FAPs updates are encouraged, and can be submitted to the PUD.
3. A Conservation Policy. This initial Conservation Policy is due at the end of Year 4, and any updates from the original policy provided at the end of Years 5 - 6. This policy can be very useful for implementing RCMP initiatives and can serve as guidance if adopted at higher levels within the organization.
4. If requested, RCM's are required to attend a PUD Annual Meeting

### Yearly Savings Based Incentives

The Savings Based Incentive for years 4 - 6 will be calculated at an adjustable rate as specified in Table 1 for the agreed upon RCMP savings achieved in each year of the Agreement. The incentive will be determined using PUD billing data and payment made within 60-days of the receipt of deliverables at end of each year.

Only savings achieved relative to occupant and behavioral practices and improvements in operation and maintenance (O&M) practices will be considered for the savings based incentive. To determine kWh savings, energy usage will be adjusted for facility upgrades (capital Energy Conservation Measures (ECMs), weather (all-electric facilities only), and other major facility changes.

The Energy Conservation Measure (ECM) Bonus will offer a payment based on electrical energy efficiency projects initiated by the RCM, and executed by the participant, with an increasing amount offered for each year (see Table 1).

- The ECM Bonus will be calculated at the time of the RCM yearly payment
- Only qualifying energy efficient upgrades that receive a PUD incentive will be given this bonus; ECM bonus will not apply to equipment upgrades due to normal wear and tear/life-cycle upgrades or projects that do not qualify for PUD incentives

In order to ensure there is adequate yearly budget to pay for all of the RCMP components, incentive caps on the yearly incentives are set for each customer. The yearly incentive cap is based on the initial baseline total electrical (kWh) energy used within the RCMP profile.

Table 2: Incentive Caps on Yearly Incentive Payments

Program Year	Incentive Cap
Year 4	\$22,600
Year 5	TBD (based on Facility Profile)
Year 6	TBD (based on Facility Profile)

### Section 4: Yearly Targets & Actual Savings

Table 3 is a non-binding, preliminary estimate of the savings projections from implementing RCMP activities within the School District facilities. Table 4 is/will be completed with the actual RCMP savings as savings are achieved.

Table 3: Edmonds School District Savings Projections (This table was completed based on agreed upon baseline energy consumption)

Category	Projected Annual kWh Savings	Projected Savings Based Incentive	Projected Electricity Cost Avoidance @ \$.07/kWh
Year 4 Savings – Target 2%	360,566	\$9,014	\$25,240
Year 5 Savings – Target 2%	353,354	\$8,834	\$24,735
Year 6 Savings – Target 2%	346,287	\$8,657	\$24,240
<b>Total Projected Savings</b>	<b>1,060,207</b>	<b>\$26,505</b>	<b>\$74,215</b>

ATTACHMENT A \_\_\_\_ SCOPE OF WORK for Resource Conservation Manager Program Services

Table 4: Edmonds School District Actual RCM Savings

Category	RCMP Annual kWh Savings	RCMP Savings Based Incentive	Projected Electricity Cost Avoidance @ \$.07/kWh
Year 1 Savings	1,267,678	\$38,030.34	\$88,738
Year 2 Savings	454,950	\$13,648.50	\$31,817
Year 3 Savings	TBD	\$	\$
Year 4 Savings	TBD	\$	\$
Year 5 Savings	TBD	\$	\$
Year 6 Savings	TBD	\$	\$
RCM Running Total Savings	1,722,628	\$51,679	\$120,555

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## Edmonds School District RCMP RCM Program Facility List

Program Year:					Baseline			Notes
Program Year (date range):					SY2012 - 2013			
No.	Facility Name	Address	City	Square Footage (SF)	kWh	EUI (kWh/SF)	% of Entire Profile	
1	Administration (ESC)	20420 68TH AVE W	Lynnwood	57,400	906,720	15.80	5.0%	
2	Alderwood Elementary	2000 200TH PL SW	Lynnwood	36,869	165,860	4.49	0.9%	
3	Alderwood Middle	20000 28TH AVE W	Lynnwood	93,882	594,080	6.33	3.3%	
4	Beverly Elementary	5221 168TH ST SW	Lynnwood	48,020	247,800	5.16	1.4%	
5	Brier Elementary	3825 232ND ST SW	Brier	43,919	188,800	4.30	1.0%	
6	Brier Terrace Middle	22200 BRIER RD	Brier	89,256	475,800	5.33	2.6%	
7	Cedar Valley Elementary	19200 56TH AVE W	Lynnwood	64,729	466,640	7.21	2.6%	
8	Cedar Way Elementary	22222 39TH AVE W	Mountlake Terra	53,819	223,840	4.16	1.2%	
9	Chase Lake Community	21601 84TH AVE W	Edmonds	57,697	453,360	7.86	2.5%	
10	College Place Elementary	20401 76TH AVE W	Edmonds	48,180	304,607	6.32	1.7%	
11	College Place Middle	7501 208TH ST SW	Lynnwood	87,031	521,200	5.99	2.9%	
12	Edmonds Elementary	1215 OLYMPIC AVE	Edmonds	34,726	193,520	5.57	1.1%	
13	Edmonds Woodway High	21400 76TH AVE W	Edmonds	208,912	1,829,100	8.76	10.1%	
14	Hazelwood Elementary	3300 204TH ST SW	Lynnwood	51,453	266,000	5.17	1.5%	
15	Hilltop Elementary	20425 DAMSON RD	Lynnwood	49,723	255,785	5.14	1.4%	
16	Lynndale Elementary	7200 191ST PL SW	Lynnwood	39,043	232,680	5.96	1.3%	
17	Lynnwood Elementary	18638 44TH AVE W	Lynnwood	45,460	251,840	5.54	1.4%	est. meter reads in summer
18	Lynnwood High (new)	18218 NORTH RD	Bothell	217,597	1,612,040	7.41	8.9%	
19	Madrona Non Graded	9300 236TH ST SW	Edmonds	85,505	356,480	4.19	2.0%	
20	Maintenance	2927 ALDERWOOD MALL BLVD	Lynnwood	65,000	256,040	3.94	1.4%	
21	Maplewood K-8	8500 200TH ST SW	Edmonds	76,554	649,760	8.49	3.6%	
22	Martha Lake Elementary	17500 LARCH WAY	Lynnwood	50,753	257,200	5.07	1.4%	
23	Meadowdale Elementary	6505 168TH ST SW	Lynnwood	57,111	361,360	6.33	2.0%	
24	Meadowdale High	6002 168TH ST SW	Lynnwood	197,306	1,695,300	8.59	9.4%	
25	Mountlake Terrace Elementary	22001 52ND AVE W	Mountlake Terra	40,412	267,360	6.62	1.5%	
26	Mountlake Terrace High	21601 44TH AVE W	Mountlake Terra	211,950	2,075,400	9.79	11.5%	

## Edmonds School District RCM Program Facility List

Program Year: Program Year (date range):					Baseline SY2012 - 2013			
No.	Facility Name	Address	City	Square Footage (SF)	kWh	EUI (kWh/SF)	% of Entire Profile	Notes
27	Oak Heights Elementary	15500 18TH AVE W	Lynnwood	49,355	266,434	5.40	1.5%	
28	Seaview Elementary	8426 186TH ST SW	Edmonds	49,420	299,600	6.06	1.7%	
29	Sherwood Elementary	22901 106TH AVE W	Edmonds	43,283	213,040	4.92	1.2%	
30	SLH - Old WW High	23200 100TH AVE W	Edmonds	148,740	704,400	4.74	3.9%	
31	Spruce Elementary	17405 SPRUCE W/AY	Lynnwood	43,022	267,400	6.68	1.6%	
32	Stadium (Football)	7600 212TH ST SW	Edmonds	7,068	284,400	40.24	1.6%	
33	Stadium scoreboard	7719 216TH ST SW	Edmonds		2,041		0.0%	
34	Terrace Park Elementary	5409 228TH ST SW	Mountlake Terra	71,664	455,040	6.35	2.5%	est. meter reads in summer
35	Transportation	3003/9 ALDERWOOD MALL	Lynnwood	65,000	152,582	2.35	0.8%	
36	Warehouse	19800 BIRCH WAY	Lynnwood	9,600	32,959	3.43	0.2%	
37	Westgate Elementary	9601 220TH ST SW	Edmonds	44,237	220,000	4.97	1.2%	new construction
38	Meadowdale Middle	6500 168TH ST SW	Lynnwood	102,925				Leased to another entity
39	Melody Hill	6205 222ND ST SW	Mountlake Terra	37,663				Leased to another entity
40	Woodway Elementary	9521 240TH ST SW	Edmonds	37,291				
				Totals	2,746,623			
Baseline Revision for Program Year 5 (see notes)								
Baseline Revision for Program Year 6 (see notes)								
Program Year SF Totals								

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5.

**Board Agenda****Meeting Date:** 09/25/2012**Submitted By:** Manuel Juzon, Business Services (2L)

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**Information****Subject**

Resolution No. 12-41, Interlocal Cooperation Agreement with Snohomish County PUD No. 1 for Resource Conservation Manager Program

**Recommendation**

It is recommended that the Board approve Resolution No. 12-41, Interlocal Cooperation Agreement with Snohomish County PUD No. 1 for Resource Conservation Manager Program.

**Background**

The District and Snohomish County Public Utility District (PUD) No. 1 agree to establish a Resource Conservation Manager Program (RCMP), which will provide coordination and leadership for effective and efficient management of all utility resources used in the District, to include electricity, natural gas, water, wastewater, refuse and recycling. The RCMP will develop and implement a plan to achieve savings by coordinating efficient operations and quality maintenance with low-cost actions and behavioral changes by users of the facilities. PUD will provide allowances and incentives to assist the District with the development and operation of the District RCMP.

This Agreement is a continuation of the three-year RCMP that expired in August 31, 2012. This Agreement will be in effect until August 31, 2015.

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**Fiscal Impact**

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**Attachments**

ILA Snoco PUD No. 1 RCMP Sep 2012

ILA SNOCO PUD 1 RCMP Program Sep 2012 Board Action Doc

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**Form Review****Inbox**

Business & Operations Exec Dir  
Superintendent's Office

**Reviewed By**

Stewart Mhyre  
Jo Ann Kerns

**Date**

09/18/2012 10:13 AM  
09/18/2012 10:35 AM

**Form Started By:** Manuel Juzon**Started On:** 09/18/2012 09:03 AM**Final Approval Date:** 09/18/2012

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