

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**201705023-1**

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental/Green Direct Program
Contract or Grant Administrator:	Tawni Helms
Contractor's / Agency Name:	Puget Sound Energy
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201705023</u>	
Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: <u>Various</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>Net of charge &amp; credit on utility bills</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: This amendment delays and extends the 10 year green direct utility program by two years from 2020 to 2030. This is consistent with the construction delays attributed to the wind power project driving this program.	
Term of Contract:	Expiration Date:

Contract Routing:	1. Prepared by: Tawni Helms	Date: 10/29/2020
	2. Attorney signoff: Christopher Quinn	Date: <u>11-17-2020</u>
	3. AS Finance reviewed: Brad Bennett	Date: <u>11-17-2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



Puget Sound Energy  
P.O. Box 97034  
Bellevue, WA 98009-9734  
PSE.com

October 28, 2020

Mr. Satpal Singh Sidhu  
County Executive  
Whatcom County  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225

**Re: First Amendment to Schedule 139 Voluntary Long-Term Renewable Energy Service Agreement**

Dear Mr. Sidhu:

Puget Sound Energy ("PSE") and Whatcom County ("Customer") previously entered into that certain Schedule 139 Voluntary Long-Term Renewable Energy Service Agreement, dated as of May 17, 2017, between PSE and Customer (the "Service Agreement"). Subsequent to the execution of the Service Agreement, the Washington Utilities and Transportation Commission (the "Commission") approved Resource Option Energy Charges under PSE's Schedule No. 139 Voluntary Long-Term Renewable Energy Purchase Rider ("Schedule 139"). PSE desires to amend the Service Agreement as set forth herein to reflect these revisions to Schedule 139 approved by the Commission, which revisions have the effect of reducing Resource Option Energy Charges under the Service Agreement for calendar years beginning 2020, and adjusting the start of the terms to reflect the actual start date in November 2020.

This First Amendment to the Service Agreement (the "First Amendment") confirms the mutually agreed upon updates to the Service Agreement that are consistent with the revisions to Schedule 139 approved by the Commission.

1. Section 6 of the Service Agreement is amended in its entirety and replaced with the following Section 6:
  6. Term. The term of this Service Agreement shall commence in calendar year 2020, on the first day of the Customer's normal billing cycle, in the first month following the commencement of commercial operation of the Resource Option, and delivery therefrom of energy to the Company sufficient to satisfy the obligations set forth in this Service Agreement. This Service Agreement terminates in calendar year 2030 after 10 billing cycles during such calendar year.

2. Table 1 in Section 7 of the Service Agreement is amended in its entirety to read as follows:

Table 1

Calendar Year	2020	2021	2022	2023	2024	2025
Rate per kWh	\$0.04367	\$0.04454	\$0.04543	\$0.04634	\$0.04727	\$0.04822

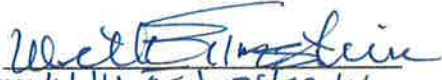
  

Calendar Year	2026	2027	2028	2029	2030	
Rate per kWh	\$0.04918	\$0.05016	\$0.05117	\$0.05219	\$0.05323	

3. Capitalized terms used in but not otherwise defined in this First Amendment have the meanings given to such terms in the Service Agreement.
4. Except as amended by this First Amendment, the Service Agreement is hereby ratified and confirmed in all respects and shall continue in full force and effect according to its terms.
5. This First Amendment will be governed by and interpreted, construed and enforced in accordance with the law of the State of Washington.
6. This First Amendment may be executed by in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A signed copy of this First Amendment delivered by means of a facsimile machine or electronic transmission in portable document format (pdf) shall be treated in all manner and respects as an original signed version thereof delivered in person.

Please indicate your acceptance of the foregoing by signing and returning the enclosed copy of this letter.

Very truly yours,  
**PUGET SOUND ENERGY**


By:   
Name: Will E. Hestekin  
Title: Director Product Development

**AGREED AND ACKNOWLEDGED:**

**Whatcom County**

By:   
Name: Satpal Singh Sidhu  
Title: County Executive

Approved as to form:

  
C. Quinn per email 11-17-2020  
Prosecuting Attorney