AMENDMENT NO. 2 MUNICIPAL SERVICES CONTRACT FOR ENERGIZE THURSTON 2025

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the "City"), and **SOUTH PUGET SOUND HABITAT FOR HUMANITY**, a Washington non-profit corporation, (the "Agency").

RECITALS

- 1. On January 22, 2025, the City and the Agency entered into a Municipal Services Agreement ("Agreement").
- 2. As originally executed, the term of the Agreement was to expire on June 30, 2025, with compensation not to exceed Five Hundred Eighty-One Thousand Four Hundred and Eighty-Three and No/100 Dollars (\$581,483.00).
- 3. The Agreement also provides that any amendment to the Agreement must be in writing and signed by both parties.
- 4. The City applied for and was awarded \$122,030.00 of United States Department of Energy Efficiency and Conservation Block Grant funding to administer rebates for heat pump water heater retrofits.
- 5. On June 04, 2025, the Agreement was amended (Amendment No. 1) to increase the compensation to an amount not to exceed Seven Hundred Three Thousand Five Hundred Thirteen and No/100 Dollars (\$703,513.00), to expand the scope of work, and to extend the contract to December 31, 2025.
- 6. The City and the Agency now want to amend the Agreement again to increase the budget and extend the term of the contract to June 30, 2026.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 4 C. of the Agreement, **Compensation and Method of Payment**, as previously amended by Amendment No. 1, is hereby amended to read as follows:

City shall reimburse the Agency for services performed under this contract in an amount not to exceed Seven Hundred Three Thousand Five Hundred and Thirteen Dollars and 00/100 (\$703,513.00)Seven Hundred Twenty-Three Thousand Five Hundred Thirteen Dollars- and 00/100 (\$723.513.00)-payable within 30 days of receipt of a properly completed invoice as set forth in this section.

- 2. Exhibit "B-1" entitled BUDGET, is hereby replaced with Exhibit "B-2" entitled AMENDED BUDGET attached to this Amendment and hereby made part of the Agreement.
- 3. All remaining provisions of the Agreement, as Amended by Amendment No. 1, and not here amended or supplemented, remain as written and continue in full force and effect.

IN WITNESS WHEREOF, the City and the Agency have executed this **Amendment No. 2** of the Agreement as of the date of the last authoring signature below.

By:
Steven J. Burney, City Manager
Date of Signature:
APPROVED AS TO FORM:
Michael M. Young
Senior Deputy City Attorney
SOUTH PUGET SOUND HABITAT FOR HUMANITY
Ву:
Elizabeth Walker, CEO
Date of Signature:

CITY OF OLYMPIA

Exhibit "B<u>-2</u>" AMENDED BUDGET

Funding	Budget for Subsidized Installations Activity	Income	Amount
Source	/ tourity	Qualification	
	HEAR-eligible appliance/service installation	0-80% AMI	\$254,223.03
HEAR	HEAR-eligible appliance/service installation	80-120% AMI	\$169,482.01
	Operations/ Staff Time for HEAR-funded installations		\$57,777.96
Climate Program	HEAR-eligible appliance/service installation	0-80% AMI	\$52,800.00 <u>\$72,800.00</u>
General Fund	HEAR-eligible appliance/service installation	80-120% AMI	\$35,200.00
	Operations/ Staff Time for Climate Program General Funding-funded installations		\$12,000.00
	Heat pump water heater installation	0-80% AMI	\$64,431.84
EECBG			
	Heat pump water heater installation	80-120% AMI	\$42,954.56
	Operations/ Staff Time for HEAR-funded installations		\$14,643.60
TOTAL			\$703,513.00 \$723,513.00