

RESOLUTION 2020-U

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
GENERAL PACIFIC FOR ENERGY CONSERVATION KITS**

WHEREAS, the Town of Eatonville receives a biennium allocation of Energy Efficiency Incentive Funds (“EEI”) through Bonneville Power Administration; and

WHEREAS, EEI Funds are made available by Bonneville Power Administration to municipalities for reimbursement; and

WHEREAS, The Town of Eatonville currently has \$91,996.54 available and can only carry over a maximum of \$50,000 each biennium; and

WHEREAS, the purchase and distribution of the energy conservation kits brings the available EEI Funds available to the Town of Eatonville below the \$50,000 balance so there will be no risk of losing the funds; and

WHEREAS, the disbursement of energy conservation kits to residential utility customers will be managed by General Pacific and is a program that is utilized by several local entities; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Mayor is authorized to execute on behalf of the Town the attached agreement between the Town and General Pacific, Inc.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 14th day of December 2020.

Mike Schaub, Mayor

ATTEST:

Miranda Doll, Town Clerk

AGREEMENT
between
General Pacific, Inc. and Town of Eatonville

I. Purpose

The purpose of this Agreement (“Agreement”) is to establish a general working agreement between General Pacific, Inc. (“GenPac”), located at 22414 NE Townsend Way, Fairview, OR 97024, and Town of Eatonville (“Utility”), located at 201 Center St. W, Eatonville, WA 98328. This Agreement shall cover the coordination, purchase, and delivery of energy conservation kits for Utility’s energy efficiency kit program.

II. Background

Utility is contracting GenPac to perform the procurement and delivery of energy efficiency kits to Utility’s residential customers.

The primary goal of the energy conservation kits is to provide energy and water saving products to individuals for installation in their primary residences. The individuals receiving the conservation kits shall be provided the kits free of charge and all billing for GenPac’s products and services will be sent to Utility under this agreement.

III. Agreement

A. The parties agree to the following:

1. GenPac will assemble and deliver kits to specific addresses of Utility’s customers.
2. All conservation kits under this Agreement shall be ordered and delivered between [dates].
3. The kit contents and price are outlined in Exhibit A.

B. Utility agrees to:

1. Provide a list of names and addresses of all recipients of the kits.
2. Provide payment by check for all conservation kit orders within 30 days of being invoiced by GenPac for the shipments.

C. GenPac agrees to:

1. Procure all water and energy conservation products listed in Exhibit A to include in kits.
2. Package and ship kits as specified in Exhibit A based on the address lists provided by Utility.
3. Package kits in such a manner as to help protect product against breakage during transit.
4. Provide Utility USPS documentation as proof of shipment.
5. Provide replacements for products damaged during shipping of kits. All replacement material and shipping charges will be incurred by GenPac.

IV. Termination

Utility may terminate this Agreement at any time upon the default of GenPac or upon public convenience, including but not limited to loss of or reduction in funding. Termination shall be accomplished by providing GenPac with seven (7) days’ written notice. GenPac shall not be entitled to anticipated profit on services not performed, penalties, or termination charges because of such termination.

V. Miscellaneous

- A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- B. In no event shall any party to this agreement be liable to the other party for any special, indirect, incidental, consequential, punitive, or exemplary damages.
- C. No party shall be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of another party or its agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance.
- D. GenPac agrees to defend, indemnify and hold harmless Utility, its appointed and elected officials, officers, directors, employees, and agents from and against any and all liabilities, losses, claims, obligations, demands, costs, damages and expenses, including attorney's fees (collectively, a "Claim") arising out of or in any way related to GenPac's performance of this Agreement, to the extent caused by the negligent acts or omissions of GenPac, its subcontractors, agents, successors and assignees, or anyone directly or indirectly employed by GenPac or anyone for whose acts GenPac supervise or control, regardless of whether or not such Claim is caused in part by Utility. Where a Claim arises from the concurrent fault of the parties to the Agreement, GenPac's obligations under this Section shall only apply to extent of the respective fault of GenPac.
- E. This Agreement shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this Agreement shall be in the State of Washington. Venue for all actions arising pursuant to this Contract shall lie within Pierce County, Washington.
- F. This Agreement embodies the entire agreement and conditions relating to the subject matter hereof. This Agreement may only be amended or modified by an instrument in the writing duly executed by the parties hereto.

The foregoing is acknowledged, accepted, and agreed to by the parties.

GENERAL PACIFIC, INC.

_____ Date _____
Crystal Nisporuk, Conservation Dept. Mgr

General Pacific, Inc.
22414 NE Townsend Way
Fairview, OR 97204

TOWN OF EATONVILLE

_____ Date _____
Mike Schaub, Mayor

Town of Eatonville
201 Center St. W
Eatonville, WA 98328

Exhibit A

Kit Configuration & Pricing

Energy Efficiency Kit - non-request

Contents	Qty/Kit
11W (75W equivalent) general purpose LED light bulbs	4

Delivered Price –	\$16.90
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Energy Efficiency Kit - request/follow-up

Contents	Qty/Kit
8W (65W equivalent) BR30 LED light bulbs	2
11W (75W equivalent) general purpose LED light bulbs	2
15W (100W equivalent) general purpose LED light bulbs	2
High-efficiency Showerhead – 1.75 GPM	1

Delivered Price –	\$33.00
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