

Joint Powers Agreement for Building Energy Benchmarking Professional Services

THIS AGREEMENT is made and entered into between County of Hennepin and governmental units as provided in Section 2 and as defined in Minnesota Statutes § 471.59, subd. 1 (the “Party” or “Parties” depending on context).

WHEREAS, pursuant to the provisions of Minnesota Statutes § 471.59, the Parties are authorized to enter into agreements to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit; and

WHEREAS, the Parties wish to share their purchasing powers in order to secure the most favorable terms and conditions for the purchase of building energy benchmarking professional services;

WHEREAS, the Parties agree to take part in the County of Hennepin’s Building Energy Benchmarking Collaborative;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Parties hereto as follows:

1. This Joint Powers Agreement (“Agreement”) will become effective upon the execution of each Party and shall continue in full force and effect for all executing Parties, until a Party withdraws in accordance with the provisions of this Agreement.
2. Any “governmental unit”, as defined in Minnesota Statutes § 471.59, is eligible to become a Party to this Agreement and may do so by execution of this Agreement. Upon execution, the Agreement becomes effective as to the signing governmental unit and the signed Agreement shall be transmitted to the Contract Administrator. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts together shall constitute one and the same Agreement.
3. The Hennepin County Administrator, or his/her designee or successor, will be the Contract Administrator and will be responsible for maintaining the records related to the administration of this Agreement. Each Party shall designate a contact person and provide written notice to all other Parties of the name and pertinent contact information for the Party’s contact person. The Contract Administrator's responsibility may be transferred to another Party.
4. Subject to the provisions of this Agreement, the Parties may make joint purchases or make purchases using any other Party's existing contracts for building energy benchmarking professional services.

5. This Agreement applies to all purchases made through a competitive solicitation process or by direct negotiations as allowed by Minnesota Statutes § 471.345, or as permitted by other Minnesota Statutes applicable to each Party, at the prices and terms available.
6. When making a joint purchase, the joint purchasers shall first consult with each interested purchaser to ensure that the requirements and specifications of the interested purchasers meet the needs of the joint purchasers and are included in the solicitation documents.
7. Prior to completing a purchase using another Party's existing contract, a Party shall enter into and execute its own purchasing document with the contract vendor.
8. Each Party shall make payment directly to the contract vendor according to the established procedures of the paying Party.
9. No Party shall assume any responsibility for the accountability of funds expended by any other Party or the issuance of any purchasing document by any other Party.
10. Each Party shall be separately accountable for its own expenditures of public funds made hereunder.
11. As mutually agreed upon, the Parties may share the costs associated with any shared bidding or solicitation process.
12. Each Party shall abide by all applicable state and federal law, rules and regulations.
13. Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Parties and the results thereof.
14. Any Party may withdraw from this Agreement by sending the Contract Administrator a notice to withdraw. Such withdrawal shall not void any purchases for which another Party has executed a purchasing document with the withdrawing Party's contract vendor or to any joint purchase made by the other Parties and the withdrawing Party.
15. Any amendments or modification to this Agreement, except for a withdrawal by any Party, shall be in writing and shall not be effective until executed by all Parties to this Agreement.
16. Each Party shall agree to the building energy benchmarking collaborative terms set forth in Exhibit A attached when executing a purchase document under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Joint Powers Purchasing Agreement to be signed and approved by the proper officers of each of the contracting Parties, and attested by the proper officer, on the dates written below.

Reviewed by
Counsel for Party (if needed)

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____

Its: _____

Date: _____

GOVERNMENTAL UNIT

By: _____

Its: _____

Date: _____

Exhibit A
Building Energy Benchmarking Collaborative Terms

Definitions:

Building energy benchmarking collaborative: As part of this agreement, Parties will agree to take part in Hennepin County's program to promote and support the passing of building energy benchmarking ordinances by interested governmental units.

Building energy benchmarking ordinance: This is the ordinance that each Party will pass to establish a building energy benchmarking program within their governmental unit.

Terms:

Building Energy Benchmarking Ordinance Reporting Deadline. The Parties will have an initial benchmarking deadline of June 1st every year. The Parties can choose to include a grace period, extensions, or exemptions- commonly used during the first year of implementation.

Data Reporting Tool. The Parties will agree to use Energy Star Portfolio Manager to collect data from building owners to report as part of the building energy benchmarking program.

Dataset. The Parties will provide an initial covered buildings list based on tax assessor data and CoStar data about each building and assist in updating that information annually.

Exemptions. The Parties will agree to the building exemptions established by the Consultant as part of the building energy benchmarking collaborative. A list of those exemptions can be provided upon request.

Program Manager. The Parties shall designate a Program Manager that acts as the primary person of contact for the Party. The Program Manager will be involved in the day to day activities of the building energy benchmarking collaborative. The Program Manager will need to be available for consultation and authoritative regulation.

Utilities to be Reported. The Parties shall require energy and water data to be reported for all covered buildings. Energy meaning electricity, natural gas, steam, heating oil, or other product sold by a utility for use in a building, or renewable on-site electricity generation, for purposes of providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities. Water does not include the building's sewer and wastewater consumption. Parties agree to make the building energy use intensity and Energy Star scores available to the public for each building reporting.

Violations. The Parties will be responsible for issuing, enforcing and collecting any violations or fees associated with the implementation of the building energy benchmarking ordinance.

Website. The Parties will provide a link to the program website with details about ordinance requirements, who is required to comply, deadlines for submissions, how-to-guides, benchmarking best practices, frequently asked questions, forms to apply for exemptions, and resources to help owners implement energy efficiency projects.