

**RESOLUTION NO. 1596  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN AMENDMENT TO PERSONAL SERVICES AGREEMENT  
WITH TRM ENERGY SOLUTIONS, LLC FOR LAUNCH AND PERMITTING PHASES OF  
PRINEVILLE RENEWABLE ENERGY PROJECT**

**Whereas**, on June 28, 2022, the City of Prineville (“City”) approved personal services contact with TRM Energy Solutions, LLC (“TRM”) for the launch and permitting phases of the Prineville Renewable Energy Project (“PREP”).

**Whereas**, the original estimate of the Work to be performed by TRM was \$1,775,000.00; however, the maximum commitment from the City was \$300,000.00.

**Whereas**, on June 1, 2023, the Scope of Work was amended to include an Operations Plan and Agreement that added \$200,000.00 to the overall costs of the Project but did not increase the maximum commitment from the City.

**Whereas**, the actual costs for the Project has exceeded estimates, and is within the Scope of Work within the Amendment, attached hereto and incorporated herein.

**Whereas**, the City was unable to secure additional legislative funds due to the prioritization of the multifamily housing infrastructure.

**Whereas**, an amendment is required to the personal services contract for the Project to be completed.

**Whereas**, the City and TRM have negotiated an Amendment to the Personal Services Agreement (“Amendment”), attached to this Resolution and incorporated herein.

**Whereas**, City staff believes it is in the best interest of the City to approve and execute the Amendment.


NOW, THEREFORE, the City of Prineville resolves that the attached Amendment is hereby approved and that the City Manager is authorized to sign such Amendment on behalf of the City.

Approved by the City Council this 28<sup>th</sup> day of May, 2024.

  
Rodney J. Beebe, Mayor

Stephen P. Uffelman, Council President

ATTEST:

  
Lisa Morgan, City Recorder

**SECOND AMENDMENT TO PERSONAL/PROFESSIONAL, TECHNICAL, OR  
EXPERT SERVICES CONTRACT**

THIS SECOND AMENDMENT to Personal/Professional, Technical, or Expert Services Contract (“Second Amendment”), effective as of the date last written below, is made and entered into by and between the City of Prineville, an Oregon municipal corporation, hereinafter referred to as “City,” and “TRM Energy Solutions, LLC,” an Oregon limited liability company, hereinafter “Consultant” or “Contractor.” Both City and Contractor shall be known as “Party” and collectively “Parties.”

**RECITALS**

- A. Effective July 1, 2022, the Parties entered into a Personal/Professional, Technical, or Expert Services Contract (“Contract”) in which Contractor agreed to perform the “Work” as set forth in the Contract
- B. Effective June 1, 2023, the Parties entered into an Amendment to Personal/Professional, Technical, or Expert Services Contract (“Amendment”) that extended the Contract to December 31, 2024, and added the Operations Plan and Agreement to the Scope of Work.
- C. The estimated price for the Work is more than initially expected. The actual costs of the project are now estimated at \$2,315,000.00.
- D. The City was unable to obtain legislative funding due to Oregon’s prioritization of multifamily housing infrastructure projects.

NOW, THEREFORE, for good and adequate consideration, the Parties agree to amend the Agreement as follows:

- 1. The Parties hereby agree that the Contract shall expire on December 31, 2025.
- 2. Consideration is hereby amended to read as follows:

The compensation payable to Contractor under this Contract is the amount not-to-exceed **EIGHT-HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$850,000.00)**; however, each Party understands that the Work has been estimated at a total of **TWO MILLION THREE-HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$2,315,000.00)**. The additional funding shall be dependent on grant revenues or other sources of income and City will not pay Contactor any amount more than the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contact. If the maximum compensation is increased by amendment of this Contact, the amendment must be fully effective before the Contactor performs Work subject to the amendment.

- 3. The Scope of Work within the Contract is amended as set forth in Exhibit A of this Second Amendment, attached hereto and incorporated herein.


4. **Reaffirmation of Contract.** Except as modified by this Amendment, all terms and conditions of the Contract are reaffirmed and remain unmodified and in full force and effect.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles and electronic transmittals of signed documents shall be binding as though they were an original as such signed document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below:

**CONTACTOR**

**TRM ENERGY SOLUTIONS, LLC**  
an Oregon limited liability company

By:   
Rob Broberg  
Its Manager

Date: 5-28-24

**CITY**

**CITY OF PRINEVILLE**  
an Oregon Municipal Corporation

By:   
Steve Forrester  
Its City Manager

Date: May 28, 2024

Launch Phase Deliverables	(Approximately 9 months)	
1	<b>Site Control</b>	\$25,000
	Renew Power Option	
2	<b>Fuel Supply</b>	\$125,000
	Executable Fuel Supply Agreement - TRM / COP	
	Updated Financial Modeling	
	Financial Package developed for potential customer	
3	<b>Customer Development</b>	\$75,000
	Meetings with Senators in DC	
	Meetings with Apple	
	Meetings with Facebook	
	Present Framework for power purchase agreement	
4	<b>Funding Work</b>	\$75,000
	OSFM - Application/submission	
	Congressional Directed Spending - Support	
	Wood Innovations Grant - Application/submission	
	Oregon State Directed Spending - Application/submission	
5	<b>PacifiCorp All Source RFP Draft</b>	\$35,000
	Respond to PacifiCorp All Source RFP	
6	<b>PPA Negotiations</b>	\$150,000
	Develop Contract Framework	
	Present to prospective customers	
	Evolved into project acquisition discussions	
8	<b>PacifiCorp Interconnection</b>	\$175,000
	Required study cost and decisions	
7	<b>Develop Operations Plan and Agreement</b>	\$200,000
	Framework for Operating Discipline	
	Major maintenance scope and schedule	
	Regular maintenance scope and schedule	
	Operational Labor Schedule	
	Link of Process Flow Diagram to maintenance requirements	
	Consultation with West Fraser Energy Manager for real world data related to BREF	
	Consultation with Sierra Pacific Energy System Manager for real world data related to BREF	
	<b>Total</b>	<b>\$1,160,000</b>
Permitting Phase Deliverables	(Approximately 18 months)	
1	<b>Air Permit</b>	\$215,000
	Identification and design of emission control equipment	
	Application and submission for permit	
	Attend up to 2 public hearings	
	Air Permit Application Fees	
2	<b>Private Transmission Option</b>	\$200,000
	Design of private transmission line	
	Development of easements description for COP	
	Develop cost estimate of transmission line	
3	<b>Design Work</b>	\$840,000
	Design detail enhanced for manufacture efficiency	
	Update basis of design to match current realities on the ground	
	Land Use Support	
	Complete LVI Design	
	Budgetary Forecast	
4	<b>Interconnection Process Assistance</b>	\$100,000
	Attend interconnection process meetings	
	Assist with information needed to complete applications	
	Technical Support required for Utility Negotiation	
5	<b>Development of Financial Package</b>	\$100,000
	Project financial model	
	Align financial package with requirements of potential lenders	
	Bridge financial model with completed project entitlements	
	<b>Total</b>	<b>\$1,455,000</b>
<b>Launch and Permitting Phases Total</b>		<b>\$2,615,000</b>