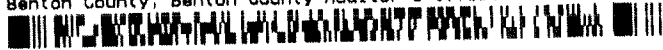


REC'D B. PUD

AUG 19 2016

FINAL

2016-021288 AGR
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Benton PUD
Benton County, Benton County Auditor's Office



RETURN TO:
Benton PUD
PO Box 6270
Kennewick, WA 99336

BENTON PUD CONTRACT # 16-21-23
CITY OF RICHLAND CONTRACT #125-6
FRANKLIN PUD CONTRACT #8953

**INTERLOCAL COOPERATIVE AGREEMENT FOR INSTALLATION OF ELECTRIC
VEHICLE CHARGING STATIONS
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, PUBLIC
UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON, AND THE CITY OF
RICHLAND, WASHINGTON**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Agreement", entered into this 19th day of April, 2016; PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, a municipal corporation of the State of Washington; hereinafter referred to as "Benton", PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON; a municipal corporation of the State of Washington, hereinafter referred to as "Franklin", and the CITY OF RICHLAND, a municipal corporation of the State of Washington, hereinafter referred to as "City", collectively referred to as "Parties" and individually as "Party" enter into the following agreement:

I. RECITALS

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with

other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; AND

WHEREAS, the Mid-Columbia Energy Initiative (MCEI) was formed through the Tri-City Development Council (TRIDEC) with a mission to focus on economic development that capitalizes on local infrastructure, resources, and expertise in the energy sector, while retaining and recruiting businesses and jobs that promote solutions to current and future energy challenges; AND

WHEREAS, MCEI is working towards bringing about the realization that the Tri-City region is primed to become the nation's recognized leader in solving energy challenges; AND

WHEREAS, Sustainability and minimizing your carbon footprint have become common objectives for many individuals and businesses, particularly the next generation of energy consumers; AND

WHEREAS, Electric vehicles are a key component to the carbon reduction objectives being promoted by federal and state legislators; AND

WHEREAS, There are now over two dozen all-electric and plug-in hybrid electric vehicle models currently in the market from various manufacturers and at least two dozen additional models that are slated to be available in the near future; AND

WHEREAS, Electric vehicles may represent an opportunity for utilities to preserve or even grow revenues in an era when most are experiencing small or declining load-growth rates; AND

WHEREAS, TRIDEC is the lead economic development organization for Benton and Franklin counties; AND

WHEREAS, Installation of a network of electric vehicle charging stations throughout the Tri-Cities area may contribute to economic development by attracting business travelers and tourists from metropolitan areas in the state with a high concentration of electric vehicles and by increasing the sustainability label of the area; AND

WHEREAS, Collaboration by Benton, Franklin, and the City through participation in MCEI to install electric vehicle charging stations will provide an opportunity for sharing technical, administrative and marketing services and for demonstrating unity and commitment to making tangible investments in energy infrastructure supportive of the MCEI mission and vision for the Tri-Cities area.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

II. AGREEMENT

- 1. Interlocal Cooperation.** RCW Chapter 39.34 (the Interlocal Cooperation Act hereafter referred to as the “Act”) authorizes public entities to jointly exercise those powers which have been granted by statute to each party individually. The Parties have entered into this Agreement to provide for the coordinated and cooperative installation of electric vehicle charging stations. Nothing contained in this Agreement shall be deemed to allow any Party to exercise any powers which it has not been granted by law. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

- 2. Purpose.** The purpose of this Agreement is to establish a framework within which the Parties will work to develop plans and promote the installation of an electric vehicle charging network throughout the Tri-Cities area and within the service areas of the respective Parties. Collaboration between the Parties will be facilitated through membership and active participation in the MCEI. TRIDEC staff, resources and facilities are available to support collaboration of the Parties and other community partners, recruitment of area businesses and sites for hosting electric vehicle charging stations and for marketing and branding efforts associated with this Agreement.

- 3. Responsibilities of Parties.** Each Party agrees to:
 - a. Identify a primary and secondary point of contact for the administration of this Agreement.
 - b. Identify a lead and alternate representative to the MCEI committee and to commit to regular and active participation in meetings and work efforts necessary to achieve mutually beneficial outcomes associated with this Agreement.
 - c. Engage their respective governing bodies and staff members in efforts supportive of the purpose of this Agreement.
 - d. Coordinate charging station site selection with other Parties to ensure an overall strategic deployment of facilities and equipment and to provide opportunities for sharing technical and administrative resources to the mutual benefit of the Parties.
 - e. Work with the other Parties and TRIDEC staff to develop a common marketing

brand for the electric vehicle charging stations that will support economic development efforts and the mission and vision of the MCEI.

4. Cooperative Purchasing.

- a. The Parties, in negotiating for the purchase of goods and services associated with electric vehicle charging stations, agree to extend the privileges of said negotiation to the other Parties to the extent permitted by law, and agreed upon by the Parties hereto, and the vendors.
- b. Each party accepts responsibility for compliance with all bid laws and any additional or varying laws and regulations governing its purchases. Purchases by a Party or Parties against the bid awards of another shall be affected by a purchase order directed to the vendor who contracted to furnish goods or services through the bid process.
- c. The contracting Party accepts no responsibility for the performance of any purchasing contract by the vendor for another Party, and accepts no responsibility for the payment of any purchases by the other Party(ies).
- d. The individual Parties may contract independently for the purchase of electric vehicle charging station equipment, with notice to the other Parties.
- e. The terms and conditions of this section shall remain in force until canceled by an individual Party, which cancellation may be effected with notice to the other Parties.
- f. The Parties agree to add the following language, or similar language, to solicitations for goods and services associated with electric vehicle charging stations.
 - i. *It is also the intent of this document to make available to other local government entities of the State of Washington, by mutual agreement with the successful bidder and properly authorized inter-local purchasing agreements as provided for by R.C.W. 39.34, the right to purchase the same equipment, product or service at the prices quoted and for the period of the contract. Each bidder shall indicate on the Proposal form if they will honor political subdivision orders in accordance with contract terms and conditions, in addition to orders from the _____.* The _____ *does not accept any responsibility for purchase orders issued by other public agencies.*

5. **Allocation of Costs.** The Parties shall be responsible for their own costs associated with administering this Agreement and shall retain ownership of the equipment and facilities associated with electric vehicle charging stations in their respective service areas unless agreed to otherwise.
6. **Administration.** This Agreement shall not require formation of any new governance entity. The Agreement will be jointly administered by the Parties pursuant to RCW 39.34.030(4). Coordination of the activities and meetings associated with this Agreement shall be facilitated through the Parties active participation in the MCEI.
7. **Exchange of Information/Confidentiality.** The Parties may exchange information as needed to facilitate the collaborative efforts. To the extent the Parties have access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, and social security numbers, a Party shall not exchange that information if it would become a public record subject to disclosure. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information. This section shall remain in effect beyond the termination of this Agreement.
8. **Allocation of Liability/Indemnification.** The Parties agree that:
 - a. Each of the Parties to this Agreement shall be solely responsible for the acts or omissions of its employees, agents and contractors.
 - b. Subject to the provisions of Section 4 c., each of the Party(ies) to this Agreement shall indemnify and hold the other Party harmless from liability, obligation or claims arising solely from the negligent actions or omissions of the indemnifying Party, to the extent permitted by law. In the event the liability, obligation or claim arises from the joint action or inaction of the Parties, then each Party shall be responsible to the extent that its negligent action or inaction contributed to the liability, obligation or claim.
 - c. Each of the Parties to this Agreement shall indemnify and hold the other Party(ies) harmless from any environmental claims and liabilities that derive from transport, installation, maintenance, use, ownership or decommissioning of the Parties' separate equipment and facilities, and will also indemnify each other for any such claims deriving from the Parties' individual transport, installation, maintenance, use, or decommissioning of Shared Property, to the extent otherwise allowed by law. The Parties shall defend and share equally in environmental claims or liability deriving from Shared Property for which neither Party has greater responsibility.

- d. This section shall remain in effect beyond the termination of this Agreement.
9. **Non-Delegation/Non-assignment.** No Party may delegate the performance of any contractual obligation to a third Party unless mutually agreed in writing. No Party may assign this Agreement without the written consent of the other Parties.
10. **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
11. **Term and Termination.** This Agreement shall commence on the date it is signed by the Parties and end on the fifth anniversary date of the Agreement. The parties may by mutual agreement extend the term of this Agreement in one year installments. Any Party may withdraw from this Agreement with ninety (90) days written notice to the non-withdrawing Parties. Any liability or obligation incurred by the withdrawing Party prior to the date of withdrawal and not satisfied prior to the date of withdrawal shall remain in the obligation or liability of the withdrawing Party and must be satisfied within thirty (30) days from the date of withdrawal.
12. **Compliance with Law.** The Parties to this Agreement shall comply with all **applicable** federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
13. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
14. **Dispute Resolution/Venue.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level.
15. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
16. **Notices.** All notices required by this Agreement shall be considered given when delivered in person, by confirmed facsimile, or sent by first class U.S. mail, postage prepaid, duly placed in the U.S. mail, or by overnight delivery service, directed to the

attention of the following:

Benton:

Chad Bartram
General Manager

Franklin:

Tim Nies
General Manager

City:

Robert Hammond
Energy Services Director

17. **Evidence of Authority.** This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the others with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit A (Benton), Exhibit B (Franklin) and Exhibit C (City). A copy of the executed Agreement shall be filed with the Benton County auditor as provided in RCW 39.34.040.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: *Chad Bartram*

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Date: _____

attention of the following:

Benton:
Chad Bartram
General Manager

Franklin:
Tim Nies
General Manager

City:
Robert Hammond
Energy Services Director

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In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: _____

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: 

Title: General Manager

Date: May 31, 2016

CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Date: _____

Benton:
Chad Bartram
General Manager

Franklin:
Tim Nies
General Manager

City:
Robert Hammond
Energy Services Director

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In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

By: _____

Title: General Manager

Title: _____

Date: April 26, 2016

Date: _____

CITY OF RICHLAND, WASHINGTON

By: *C. Reents*
Cynthia D. Reents, ICMA-CM *HR*

Title: City Manager

Date: 6/8/16