



Contract #26-12-04

**INTERLOCAL COOPERATIVE AGREEMENT FOR  
FOUNDATION FOR WATER & ENERGY EDUCATION  
TRI-CITIES STEM CAREER ACADEMY**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as the “Agreement”, entered into this 24th day of March, 2026, between the **PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON**, a municipal corporation of the State of Washington, hereinafter referred to as the “District”, and the **BENTON CONSERVATION DISTRICT, WASHINGTON, FRANKLIN CONSERVATION DISTRICT, WASHINGTON, CITY OF RICHLAND, WASHINGTON, PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON, ENERGY NORTHWEST, WASHINGTON KENNEWICK SCHOOL DISTRICT, WASHINGTON, AND ESD 123, WASHINGTON** hereinafter referred to as “Partners”, and collectively referred to as “Parties”, enter into the following agreement:

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 Foundation for Water & Energy Education (FWEE) has partnered with Chelan PUD to host a career academy in Wenatchee designed to educate high-school students about STEM careers and specifically careers in hydropower, by engaging industry leaders as speakers, facilitating hands-on experiences related to STEM careers, and providing participants with college credits; and

WHEREAS, the academy has been very successful since its inception in 2015 and the goal has been to expand the program and offer to other communities throughout the state; and

WHEREAS, the District and Benton Conservation District approached FWEE about the possibility of bringing the career academy to the Tri-Cities in 2022; and

WHEREAS, the District worked with the Partners to plan, promote, and host a FWEE Tri-Cities STEM Career Academy in to educate high-school students about STEM careers; and

WHEREAS, the District plans to work with the Partners to plan, promote, and host a FWEE Tri-Cities STEM Career Academy in 2026 to educate high-school students about careers in energy, agriculture and STEM; and



WHEREAS, the District has contracted with FWEE to assist with program development, student registration, and to serve as the fiscal agent and purchaser for the event.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

#### AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

1. Term of Agreement. This Agreement shall commence on the date it is signed by the Parties and continue in effect until June 31, 2026, unless sooner terminated as hereinafter provided, or modified by written amendment signed by both parties.
2. Further Agreements. The Parties shall execute a Memorandum of Understanding (“MOU”) or separate agreement setting forth the undertaking of each Party, including other participants who are not otherwise Parties to this Agreement, for the particular collaborative effort. Each of the Parties must approve and authorize the execution of the MOU or separate agreement before the undertaking will be binding upon the Parties. Such MOU or separate agreement shall be attached hereto and incorporated by reference as Exhibit A.
3. Insurance. Each Party shall maintain its membership in a self-insurance program (“self-insurance”) or maintain a commercial general liability insurance policy with an insurer acceptable to the District, insuring against any and all claims for injury to or death of persons and loss of or damage to property arising from an act or omission of a Party or any of its agents, employees, contractors, and representatives. Such self-insurance or insurance shall have liability limits of \$1 million combined single limit for bodily injury and property damage per occurrence and in the aggregate.

Within ten (10) days of the effective date of this Agreement, the Parties shall provide to the District a copy of the insurance policies, agreement, or certificates evidencing the aforesaid insurance coverage required above. Renewal certificates and any changes in terms shall be furnished to the District for approval at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

4. Exchange of Information/Confidentiality. The Parties may exchange information as needed to facilitate the collaborative efforts. To the extent either Party has 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



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the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information.

5. Allocation of Liability/Indemnification. The Parties agree that:
  - a. Each of the Parties to this Agreement shall be solely responsible for any loss, damage, injury, accident, or other casualty, liability, claim, cost or expense of any kind or character, whether known or unknown, arising from the acts or omissions of its employees, agents and contractors and or use of its facilities in connection with this Agreement.
  - b. Each of the Parties to this Agreement shall indemnify and hold the other Parties harmless from liability, obligation or claims arising solely from the 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 action or inaction contributed to the liability, obligation or claim.
6. Administration. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, or holding, or disposing of real or personal property anticipated except as stated above. The District's Project Manager shall be responsible for administering this Interlocal Agreement.
7. Assignment. No Party may assign this Agreement without written consent of the other Parties.
8. 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.
9. Filing. Upon execution of this Agreement, the District shall file a true and complete copy thereof as required by 39.34 RCW.
10. 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.
11. Entire Agreement. This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to



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exist or bind the Parties. There shall be no modification of this Agreement except in writing, signed by the Parties, and referencing this Agreement.

12. 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. In the event disputes cannot be resolved informally at the staff level, then the Parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the Parties to such accordance with the laws of the State of Washington.
  
13. 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.
  
14. Notice. All notices or other communications given with respect to the subject matter of this Agreement shall be in writing, and shall be served on the parties addressed as follows:

Organization	Contact	Email	Address
Benton PUD	Steve Hunter	<a href="mailto:hunters@bentonpud.org">hunters@bentonpud.org</a>	P.O. Box 6270 Kennewick WA 99336
Benton Conservation District	Jack Clark	<a href="mailto:Jack-clark@bentoncd.org">Jack-clark@bentoncd.org</a>	418 N Kellogg Street Suite B Kennewick WA 99336
Energy Northwest	Angela Smith	<a href="mailto:Adsmith@energy-northwest.com">Adsmith@energy-northwest.com</a>	P.O. Box 968 Richland WA 99352
Franklin Conservation District	Kara Kaelber	<a href="mailto:Kara-kaelber@franklincd.org">Kara-kaelber@franklincd.org</a>	1724 E Superior Street Pasco WA 99301
Franklin PUD	Victor Fuentes	<a href="mailto:VFuentes@franklinpud.com">VFuentes@franklinpud.com</a>	P.O. Box 2407 Pasco WA 99302
City of Richland – Energy Services	Jon Amundson	<a href="mailto:jamundson@ci.richland.wa.us">jamundson@ci.richland.wa.us</a>	P.O. Box 190 Richland WA 99352
Kennewick School District	Debbie Smith	<a href="mailto:Debbie.smith1@ksd.org">Debbie.smith1@ksd.org</a>	600 N Arthur Street Kennewick WA 99336
ESD 123	Steve McCollough	<a href="mailto:smccullough@esd123.org">smccullough@esd123.org</a>	3924 W Court Street Pasco WA 99301

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight



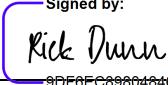
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courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (c) sent by personal delivery, in which case notice shall be deemed delivered upon delivery, or (d) sent by e-mail, in which case it shall be deemed delivered on the e-mail date, assuming proof of delivery is obtained. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

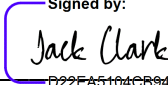
- 15. Termination. The District may, by written notice to Partners, terminate this Interlocal Agreement in whole or in part any time, either for the District’s convenience, or for the default of Partners.
- 16. Authorization. Each party hereby represents and warrants to the other that it is duly authorized to enter into and carry out the terms of this Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto entered in the above and foregoing Interlocal Agreement the day and year first above written.

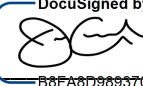
**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON**

Signed by:  
 By: Rick Dunn   
 Title: General Manager  
 Date: 3/26/2026

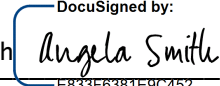
**BENTON CONSERVATION DISTRICT**

Signed by:  
 By: Jack Clark   
 Title: Board Chairman  
 Date: 3/26/2026

**CITY OF RICHLAND**

DocuSigned by:  
 By: Jon Amundson   
 Title: City Manager  
 Date: 3/26/2026

**ENERGY NORTHWEST**

DocuSigned by:  
 By: Angela Smith   
 Title: Chief Communications Officer/Public Affairs Manager  
 Date: 3/30/2026



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

**KENNEWICK SCHOOL DISTRICT**

Signed by:  
By: Victor Fuentes Victor Fuentes  
01E07CD97D72416...

DocuSigned by:  
By: Debbie Smith Debbie Smith  
EA1276BBAT8A40A...

Title: General Manager/CEO

Title: workforce Engagement Coordinator

Date: 3/30/2026

Date: 3/26/2026

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

**FRANKLIN CONSERVATION DISTRICT**

By: \_\_\_\_\_

Signed by:  
By: Kara Kaelber Kara Kaelber  
D847C58AEDEF4D3...

Title: \_\_\_\_\_

Title: District Manager

Date: \_\_\_\_\_

Date: 4/22/2026

**ESD 123**

DocuSigned by:  
By: Steve McCullough Steve McCullough  
B2D0D628A9814B6...

Title: Steve McCullough

Date: 3/26/2026



Contract #26-12-03

**MEMORANDUM OF UNDERSTANDING FOR  
FOUNDATION FOR WATER & ENERGY EDUCATION  
TRI-CITIES STEM CAREER ACADEMY**

IT IS MUTUALLY AGREED THAT:

The purpose of this Memorandum of Understanding (MOU) is to coordinate the functions of **Public Utility District No. 1 of Benton County** (the "District") and **Benton Conservation District, Franklin Conservation District, City of Richland, Energy Northwest, Public Utility District No. 1 of Franklin County, Battelle Memorial Institute PNWD operating - Pacific National Northwest Laboratory under contract DEAC05-76RL01830 (PNNL), Kennewick School District, Benton Rural Electric Association, ESD 123, and UA Local 598 Steamfitters & Pipefitters** (the "Partners"), collectively referred to as "Parties", in carrying out the implementation of the FWEE Tri-Cities STEM Career Academy. This MOU is executed concurrently with and attached by reference to Interlocal Agreement #26-12-04.

1. The following services will be provided by multiple parties as defined in Exhibit A of this MOU.
2. The effective date of this MOU is from March 2, 2026, through August 31, 2026. Any party's participation in this MOU shall terminate upon 10 days' notice to all other parties.
3. The District will provide:
  - a. A professional service agreement with FWEE to assist with program development, student registration, and to serve as the fiscal agent and purchaser for the event, and
  - b. Provide staff time for recruitment and program support.

**Responsibilities of All Parties and Terms of Agreement**

- All parties agree to complete all financial transactions as quickly as possible to ensure that the transfer of funds goes smoothly, and that the reimbursement time is kept reasonable.
- The laws of Washington State shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall be in the Superior Court of the State of Washington, situated in Benton County.
- If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this AGREEMENT.



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The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The parties expressly acknowledge and agrees that its contract and any information parties submit with its contract, or which contractor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose parties contract and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The contractor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by the parties, the District's sole obligation shall be to notify the parties promptly, so that the parties at parties expense and cost, may seek court protection of any of the requested information the parties deems confidential.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

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

DocuSigned by:  
By: Michelle Ochweri  
9C09A75A95C2436...

Title: Manager of Procurement

Date: 3/19/2026

**BENTON CONSERVATION DISTRICT**

Signed by:  
By: [Signature]  
D22EA5104CB94BC...

Title: Board Chairman

Date: 3/19/2026

**CITY OF RICHLAND**

DocuSigned by:  
By: [Signature]  
B8FA8D989370498...

Title: City Manager

Date: 3/19/2026

**ENERGY NORTHWEST**

DocuSigned by:  
By: Angela Smith  
E833F6381E9C452...

Title: Chief Communications Officer/Public Affairs Manager

Date: 3/23/2026



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

Signed by:  
By: Victor Fuentes  
07E07CD97D72416...

Title: General Manager/CEO

Date: 3/25/2026

**BATTELLE MEMORIAL INSTITUTE, PNWD - PNNL**

Signed by:  
By: Shannon Davis  
E8DF8395714242B...

Title: Senior Contract Specialist

Date: 3/25/2026

**BENTON RURAL ELECTRIC  
ASSOCIATION**

Signed by:  
By: Shannon Olsen  
72F8716CBF5646A...

Title: Member Services Manager

Date: 3/19/2026

**FRANKLIN CONSERVATION DISTRICT**

Signed by:  
By: Kara Kaehler  
D847C658AEDEF4D5...

Title: District Manager

Date: 4/22/2026

**KENNEWICK SCHOOL DISTRICT**

DocuSigned by:  
By: Debbie Smith  
EA1276BBA18A40A...

Title: Workforce Engagement Coordinator

Date: 3/19/2026

**UA LOCAL 598 STEAMFITTERS & PIPEFITTERS**

Signed by:  
By: Silas Worley  
7CBEC857200E495...

Title: Training Coordinator

Date: 3/26/2026

**ESD 123**

DocuSigned by:  
By: Steve McCullough  
B2D0D026A961480...

Title: Steve McCullough

Date: 3/22/2026



Contract #26-12-03

EXHIBIT A

**The following will be provided by each organization:**

- **Battelle Memorial Institute PNWD, operators of PNNL:** Staff time for recruitment and program support and lead the STEM Ambassador panel.
- **Benton Conservation District:** Staff time for recruitment and program support.
- **Benton Rural Electric Association:** Staff time for recruitment and program support and contribute an estimated \$1,000 towards cost of hydroelectric turbine kits.
- **City of Richland:** Staff time for recruitment and program support and contribute an estimated \$1,000 towards cost of drones.
- **Energy Northwest:** Staff time for recruitment and program support, facilitate the nuclear technology session, and procurement of twenty-five (25) hard hats and safety glasses.
- **Educational School District 123:** Program support and recruitment, including distribution of marketing materials to each district served by ESD 123. Co-facilitate the Career Pathway sessions throughout the week.
- **Franklin Conservation District:** Staff time for recruitment and program support, facilitate the agriculture session, contribute twenty-five (25) binders, lanyard, and safety vests secure an estimated \$15,000 grant funding from WA Grain Commission.
- **Public Utility District No. 1 of Franklin County:** Staff time for recruitment and program support, work with Grant PUD to facilitate the EV car challenges, and contribute an estimated \$1,000.
- **Kennewick School District:** Staff time for recruitment and program support.
- **UA Local 598 Steamfitters & Pipefitters:** Staff time for recruitment and program support, facilitate trades session, and secure use of training center facilities. Set-up is Thursday, June 18; Academy is Monday, June 22 through Thursday, June 25. Facility will be available from 7:30 a.m. to 5:00 p.m.