



**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN ENERGY NORTHWEST AND CITY OF GOLDENDALE**

As provided under Revised Code of Washington (RCW) 39.34.080, this Services Agreement (the "Agreement") by and between the City of Goldendale, a municipal corporation in the State of Washington, with its principal office located at 1103 S. Columbus Ave., Goldendale, Washington, 98620 (hereinafter referred to as "the City"), and Energy Northwest, a municipal corporation and joint operating agency of the State of Washington and doing business by and through its Business Development Fund, with its principal office located at 345 Hills St., Richland, WA 99352 (hereinafter referred to as "EN").

WHEREAS The City finds that Energy Northwest is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS The City finds that Energy Northwest is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of the City's business; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish the respective roles of the parties for the installation and operation of an Electric Vehicle Service Equipment (EVSE) charging station at the Town House Café (See Exhibit C for description of the premises). The City agrees to be the primary applicant on a grant application, which, if received, will partially fund the EVSE. The City shall act as the grant applicant and if awarded the receiver of grant funds. The City shall have technical responsibilities for compliance of the grant and administrative tasks for record keeping. EN will provide technical support and record keeping and will conduct and oversee all engineering, design and construction activities related to the installation of the EVSE. Both parties will act in good interest of each other.

**ARTICLE II
ADMINISTRATION**

- 2.1 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 2.2 EN's representative shall be: Loreen C. Olds, Procurement Specialist II
- 2.3 The City representative shall be
- 2.4 All notices or other communications hereunder shall be in writing and shall be deemed

given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Agreement

Recipient: CITY OF GOLDENDALE
Attention: Michael Canon
1103 S. Columbus Ave.
Goldendale, WA 98620
(509) 773-3771
mcanon@ci.goldendale.wa.us

EN: ENERGY NORTHWEST
Attention: Loreen Olds
P.O. Box 968, Mail Drop 1035
Richland, WA 99354

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

ARTICLE III RESPONSIBILITIES

- 3.1 EN will draft the written Grant application.
- 3.2 The City shall sign the Round 2 phase 2 Grant application and send the submission electronically via email to Commerce by May 15, 2023.
- 3.3 The City upon the award of grant funds agrees to execute a contract with Department of Commerce and comply for the duration.
- 3.4 EN will provide oversight and support through out the application, award, and compliance process.
- 3.5 The City shall receive invoices from EN and submit to the Department of Commerce for reimbursement within 30 days. Upon payment from Commerce, the Port will transfer the funds to EN within 30 days.
- 3.6 EN will provide Project Management and will oversee all engineering, construction, and commissioning activities related to the installation of the EVSE.
- 3.7 EN will follow through on grant requirements by maintaining the chargers for a five-year life cycle and all Department of Commerce reporting requirements.
- 3.8 EN will own and maintain the chargers.

**ARTICLE IV
DURATION OF AGREEMENT**

This Agreement shall become effective upon full execution of the Grant awarded Contract between the City and Department of Commerce and shall expire sixty days after Energy Northwest receives the last reimbursement from the City for all grant funding.

**ARTICLE V
PAYMENT AND INVOICING**

Invoices will be submitted periodically by EN for payment. The City will request reimbursement from Commerce within 30 days of receipt of EN invoice. The City will pay EN upon receipt and is past due 30 days from receipt of payment from Commerce. If the City has any valid reason for disputing any portion of an invoice, the City will so notify Energy Northwest within 15 calendar days of receipt of invoice.

**ARTICLE VI
PERFORMANCE OF AGREEMENT**

- 6.1 STANDARD OF CARE. EN warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY EN CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.
- 6.2 COMPLIANCE WITH ALL LAWS. Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 6.3 MAINTENANCE AND AUDIT OF RECORDS. Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records documents, and other material for the applicable retention period under federal and Washington law.
- 6.5 TREATMENT OF ASSETS AND PROPERTY. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- 6.6 IMPROPER INFLUENCE. Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis or for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this

Agreement

- 6.7 CONFLICT OF INTEREST. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 6.8 ASSIGNMENT AND SUBCONTRACTING. No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties authorized representatives.

**ARTICLE VII
INDEMNIFICATION**

The City shall indemnify EN, its officers, agents, and employees, from and against any claim, action, judgment, damages, losses and expenses, arising from the City providing equipment or services under this Agreement; provided, to the extent the claim, action, judgment, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the City, its officers, agents, or employees, the City indemnification obligation hereunder shall be limited to its proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction. EN shall indemnify the City, its officers, agents, and employees, from and against any claim, action, judgment, damages, losses and expenses, arising from EN providing equipment or services under this Agreement; provided, to the extent the claim, action, judgment, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of EN its officers, agents, or employees, EN's indemnification obligation hereunder shall be limited to its proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

**ARTICLE VIII
DISPUTES**

In the event of a dispute regarding the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with all parties waiving the right of a jury trial upon de novo review. Venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply, and each party shall pay its own attorney fees and related costs. Arbitration costs incurred mutually, including but not limited to the cost of an arbitrator, shall be equally shared between the parties.

**ARTICLE IX
GENERAL PROVISIONS**

- 9.1 CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS. The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

- 9.2 ASSIGNMENT. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 9.3 SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or application of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
- 9.4 NONSOLICITATION OF EMPLOYEES. During and for one year after the term of this Agreement, the City will not solicit the employment of, or employ EN's personnel, without EN's prior written consent. Similarly, EN shall not solicit the employment of, or employ the City's personnel, without the City's prior written consent.
- 9.5 ENTIRE AGREEMENT; SURVIVAL. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between the City and EN respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.
- 9.6 PUBLIC DISCLOSURE. Both Parties are public entities and subject to the provisions of RCW 42.56. This Agreement and all materials made available under or as a consequence of this Agreement shall be public record as defined in RCW 42.56. Any specific part or material that is claimed to be "proprietary" and/or "confidential" information must be clearly identified as such.
- If a Party receives a public disclosure request from a third party for information marked as "proprietary" or "confidential," that Party will notify the other Party within five business days of such request. The Parties will discuss the appropriate action to be taken, including release of the requested information, seeking a protective order, or other action prior to any release of information. A Party wishing to protect the requested information may, within 10 business days of receiving notice of the request, seek a protective order at its sole expense. The other Party agrees to cooperate in such action. If, as a result of any such judicial proceeding, a court or regulatory authority should order the disclosure of information or documents, both Parties agree to be bound by such order. Neither Party shall be liable for any inadvertent public disclosure of information despite the exercise of reasonable care.
- 9.7 SECTION HEADINGS. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 9.8 REPRESENTATIONS; COUNTERPARTS. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

9.9 RESIDUALS. Nothing in this Agreement or elsewhere will prohibit or limit EN's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed, or gained in connection with this Agreement. EN and the City shall each have the right to use all data collected or generated under this Agreement.

9.10 INTERLOCAL COOPERATION ACT PROVISIONS. All EN personnel utilized in the fulfillment of this Agreement shall be solely within the supervision, direction and control of EN and shall not be construed as "loan servants" or employees of the City.

No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. This Agreement does not contemplate the acquiring, holding, or disposing of real or personal property except as provided.

The administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, file copies of the Agreement with their respective county auditors or, alternatively, post an electronic copy of the Agreement on the Parties' websites.

9.11 EVIDENCE OF AUTHORITY. Upon execution of this Agreement, EN shall provide the City and the City shall provide EN with a copy of the resolution, ordinance, or other authority to execute this Agreement pursuant to RCW 39.34.030(2) and said documents shall be attached hereto and incorporated herein as Exhibit A (Energy Northwest) and Exhibit B (City of Goldendale).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

ENERGY NORTHWEST

CITY OF GOLDENDALE

By:  _____

By:  _____

Name: Loreen C. Olds

Name: Michael Cannon

Title: Procurement Specialist II

Title: Mayor

Date: May 10, 2023

Date: May 4, 2023

ENERGY NORTHWEST - NOTARY FOR CORPORATION

STATE OF Washington)

COUNTY OF Benton)

I, the undersigned, a Notary Public do hereby certify that on this 11th day of May before me personally appeared Loreen Olds to me, known to be Contracting Officer of Energy Northwest, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

Michelle Tiebe Duggan
NOTARY PUBLIC in and for the

State of Washington

residing at Richland, WA

My commission expires on 11-10-25



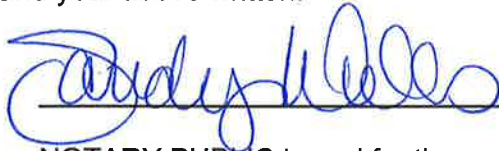
CITY OF GOLDENDALE - NOTARY FOR MUNICIPAL CORPORATION

STATE OF Washington)

COUNTY OF Klickitat)

I, the undersigned, a Notary Public do hereby certify that on this 3 day of
May before me personally appeared
Michael Canon to me, known to be
Mayor of Goldendale WA, the
corporation that executed the within and foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that they were authorized to execute said
instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year above written.



NOTARY PUBLIC in and for the

State of Washington

residing at 51 Morgan Court, Centerville Wa 98613

My commission expires on 04/01/2025



EXHIBIT A
ENERGY NORTHWEST EVIDENCE OF AUTHORITY

EXECUTIVE BOARD

RESOLUTION NO. 2001

**A RESOLUTION AUTHORIZING ENERGY NORTHWEST
TO EXECUTE FUTURE LEASES FOR ELECTRIC VEHICLE
CHARGING STATION**

WHEREAS, the Chief Executive Officer reports that Energy Northwest intends to install electric vehicle charging stations constructed, financed and maintained by Energy Northwest ("Charging Stations") along highway corridors throughout the Pacific Northwest pursuant to its Strategic Plan; and

WHEREAS, the Chief Executive Officer further reports that to install Charging Stations, Energy Northwest will need to enter into numerous long-term (up to 20 years), low-dollar (up to \$15,000) land leases with public and private entities; and

WHEREAS, Energy Northwest has the right and authority pursuant to Revised Code of Washington Section 43.52.300(1), to transmit, deliver, exchange or sell electric energy and to enter into contracts for any such purpose, including the right and authority to lease property pursuant to Revised Code of Washington Sections 43.52.360(2) and 43.52.391; and

WHEREAS, Energy Northwest has the authority to enter into an Interlocal Agreement for the lease of property with public on such terms and conditions as may be mutually agreed upon by the proper authorities of the public entities pursuant to Revised Code of Washington Section 39.33.010; and

Based on the evaluation, analysis and recommendations of the Chief Executive Officer and his staff, the Executive Board, having reviewed the foregoing, finds that the aforementioned types of lease of property for installation of electric vehicle charging stations are in the best interests of Energy Northwest and the ratepayers of the Pacific Northwest,

NOW, THEREFORE, IT IS RESOLVED that:

The Chief Financial Officer of Energy Northwest, or his designee, is authorized to execute on behalf of Energy Northwest, by and through its Business Development Fund, future lease agreements which meet the following criteria:

1. Are solely for the purpose of installation of electric vehicle charging stations; e.g., infrastructure, equipment, and parking stalls;
2. Will result in an aggregate lease that does not exceed twenty (20) years;
3. Whose aggregate lease amount does not exceed \$15,000; and
4. Have received all necessary approvals of the Lessor.

ADOPTED by the Executive Board of Energy Northwest this 24th day of March, 2020.

Chair

ATTEST:

APPROVED AS TO FORM
AND LEGALITY:



Secretary



Counsel

EXHIBIT B

CITY OF GOLDENDALE EVIDENCE OF AUTHORITY

EXHIBIT C

DESCRIPTION OF THE PREMISES

1040 E. Broadway Street, Goldendale, Washington

