



**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN ENERGY NORTHWEST AND CITY OF CONNELL,
FOR LEASE AGREEMENT AND ELECTRIC VEHICLE CHARGING STATION
MAINTENANCE**

As provided under RCW Title 39, Chapter 39.34, this Agreement for Leasing Services (the "Agreement") is by and between City of Connell, a municipal corporation in the State of Washington, with its principal office located at 104 E. Adams St., Connell, WA 99326 (hereinafter referred to as "City of Connell"), 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 "Energy Northwest" or "EN").

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

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

- 1.1 The purpose of this Agreement is to establish the respective roles of the parties in the lease of property owned by City of Connell located at 211 S. Columbia Ave., Connell, WA 99326, for the purpose of EN's lease of property hosting an Electric Vehicle Charging Station (EVCS) containing one Level 3 DC Fast Charger and one Level 2 Charger.

**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 Energy Northwest's technical representative shall be Ross Rebich.
- 2.3 Energy Northwest's commercial representative shall be Cassandra Otto
- 2.4 City of Connell's representative shall be Cathleen Koch.

**ARTICLE III
FUNDING AND MAINTENANCE**

- 3.1 City of Connell shall provide a portion of the property at 211 S. Columbia Ave., Connell, WA 99326, containing a concrete pad adjacent to the parking area as well as two parking spaces plus ADA hatching for one Level 3 DC Fast Charging Station and a Level 2 Electric Vehicle Charger, as identified in Exhibit C attached hereto and incorporated by reference.
- 3.2 EN will own the electric vehicle charging station equipment and will charge the general public a fee for the use of the charging stations.
- 3.3 EN shall be responsible to maintain the charging stations, including the repair and replacement of the charging stations when needed.

**ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT**

- 4.1 This Agreement shall become effective upon full execution hereof and shall expire on December 31, 2027 with the option to extend for another five-year term upon agreement of the parties via formal amendment.
- 4.2 Upon termination of this Agreement, and if the Agreement is not extended, EN will remove the charging stations and return the space to its pre-installation condition.
- 4.3 The Parties agree that part of the consideration for entering into this Agreement is for the lease and maintenance of an electric vehicle charging station that was financed in whole or in part by a grant from the Washington State Department of Transportation with the commitment that the Project operates for the expected life span of five years.
- 4.4 **DEFAULT AND TERMINATION FOR CAUSE** - In the event either party is in default of the terms of this agreement, the other party may terminate this agreement after giving the defaulting party ten (10) days written notice to cure such default.

**ARTICLE V
OWNERSHIP**

- 5.1 Nothing in this Agreement is intended to modify or impede City of Connell's ownership of the property upon which the charging stations will be located. EN shall retain full ownership of the charging stations and associated infrastructure to serve the charging station during the term of this Agreement. Once this lease is complete and approved by City of Connell, EN will allow the general public reasonable access to the charging stations.

**ARTICLE VI
LEASE PAYMENT**

- 6.1 On an annual basis, beginning one year from the date the charging stations are operational, EN shall pay City of Connell 15% of the annual gross revenues received from public use of the charging stations. A detailed revenue report and calculation upon which the lease payment is based shall accompany the payment.

**ARTICLE VII
PERFORMANCE OF AGREEMENT**

- 7.1 STANDARD OF CARE. Energy Northwest 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 ENERGY NORTHWEST 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.
- 7.2 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.
- 7.3 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.
- 7.4 ON-SITE INSPECTIONS. Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 7.5 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.
- 7.6 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 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.
- 7.7 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.

7.8 **NOTICE.** 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 Section.

If to Energy Northwest:

Attn: Cassandra Otto, M/D 1035
P. O. Box 968
Richland, WA 99352-0968
Telephone: (509) 377-8778
Email: csotto@energy-northwest.com

If to City of Connell:

Attn: Cathleen Koch
104 E Adams St.
Connell, WA 99326
Telephone: (509) 234-2701 x1234
Email: ckoch@Connellwa.org

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 VIII INDEMNIFICATION

8.1 City of Connell shall indemnify Energy Northwest, its officers, agents, and employees, from and against any claim, action, judgment, damages, losses and expenses, arising from Energy Northwest 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 Energy Northwest, its officers, agents, or employees, City of Connell'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.

Energy Northwest shall indemnify City of Connell, its officers, agents, and employees, from and against any claim, action, judgment, damages, losses and expenses, arising from City of Connell 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 City of Connell, its officers, agents, or employees, Energy Northwest'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 IX DISPUTES

9.1 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 Franklin County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be awarded its

attorney fees and related costs. An award of arbitration costs incurred will be determined by the arbitrator.

**ARTICLE X
GENERAL PROVISIONS**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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 City of Connell and Energy Northwest respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.
- 10.5 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 (5) 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 ten (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.

10.6 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.

10.7 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.

10.8 RESIDUALS. Nothing in this Agreement or elsewhere will prohibit or limit Energy Northwest'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. Energy Northwest and City of Connell shall each have the right to use all data collected or generated under this Agreement.

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

No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement.

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.

10.10 EVIDENCE OF AUTHORITY. Upon execution of this Agreement, Energy Northwest shall provide City of Connell and City of Connell shall provide Energy Northwest 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 Connell).

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 CONNELL:

By: Cassandra Otto

By: Lee Borrow

Name: Cassandra Otto

Name: LEE BORROW

Title: Lead Procurement Specialist

Title: MAYOR

Date: 12/12/2022

Date: 12/05/22

ENERGY NORTHWEST - NOTARY FOR CORPORATION

STATE OF WASHINGTON)

COUNTY OF BENTON)

I, the undersigned, a Notary Public do hereby certify that on this 12 day of December before me personally appeared Cassandra Otto to me, known to be Lead Procurement Specialist 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 11/10/2025



CITY OF CONNELL - NOTARY FOR MUNICIPAL CORPORATION

STATE OF Washington)

COUNTY OF Franklin)ss.

I, the undersigned, a Notary Public do hereby certify that on this 5 day of December before me personally appeared Lee Barrow to me, known to be Mayor of City of Connell, 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.

Marissa Ortiz

NOTARY PUBLIC in and for the

State of Washington

residing at Connell

My commission expires on September 9, 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.



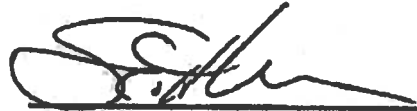
Chair

ATTEST:



Secretary

APPROVED AS TO FORM
AND LEGALITY:



Counsel

EXHIBIT B

CITY OF CONNELL EVIDENCE OF AUTHORITY

EXHIBIT C

CITY OF CONNELL LOCATION INFORMATION

PTN OF OWRN WITH IN SE4 NE4 36-14-31 DAF: START AT A PT 200' N OF IN E SIDE OF COLUMBIA AVE W/S R/W TO TPOB: TH S 200' PARA TO COLUMBIA AVE R/W; TH ELY FOL S E RR R/W UNTIL SD R/W INTERS W/LN DRAWN AS A N-S EXTENSION OF E SIDE OF ALMIRA ST; TH N ON SD N-S EXTENSION OF E SIDE ALMIRA ST UNTIL A PT IS REACHED WH IS 35' S OF INTERS OF SD N-S EXTENSION OF ALMIRA ST W/N BDR OF OWRN CO RR R/W; TH NW GENERALLY IN A STRAIGHT LN WH INTER SECTS W/PT (WH IS TPOB) ON E EDGE COLUMBIA AVE 200' N OF INTERS OF E EDGE OF COLUMBIA AVE W/SOUTHERN BDR OF OWRN CO RR R/W. ALL W/IN THE PLAT OF KLINDWORTH ADDN

FRANKLIN COUNTY WASHINGTON

TAXSIFTER

Aumentum

[SIMPLE SEARCH](#) [SALES SEARCH](#) [HEETSIFTER](#) [COUNTY HOME PAGE](#) [CONTACT](#) [DISCLAIMER](#)

[PAYMENT CARTON](#)

John A. Rosenau
 Franklin County Assessor 1016 N. 4th Ave Bldg. A104 Pasco, WA 99301

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

| | | | |
|--------------|--|--------------|-----------------|
| Parcel#: | 109831361 | Owner Name: | CITY OF CONNELL |
| DKR Code: | 91 - Undeveloped - Land | Address1: | |
| Situs: | | Address2: | PO BOX 1200 |
| Map Number: | 143136-41-000000-000-0000 | City, State: | CONNELL WA |
| Status: | EXEMPT FULL YEAR | Zip: | 99326-1200 |
| Description: | PTN OF OWRN WITH IN SE4 NE4 36-14-31 DAF: START AT A PT 200' N OF IN E SIDE OF COLUMBIA AVE W/S R/W TO TPOB: TH S 200' PARA TO COLUMBIA AVE R/W; TH ELY FOL S E RR R/W UNTIL SD R/W INTERS W/LN DRAWN AS A N-S EXTENSION OF E SIDE OF ALMIRA ST; TH N ON SD N-S EXTENSION OF E SIDE ALMIRA ST UNTIL A PT IS REACHED WH IS 35' S OF INTERS OF SD N-S EXTENSION OF ALMIRA ST W/N BDR OF OWRN CO RR R/W; TH NW GENERALLY IN A STRAIGHT LN WH INTER SECTS W/PT (WH IS TPOB) ON E EDGE COLUMBIA AVE 200' N OF INTERS OF E EDGE OF COLUMBIA AVE W/SOUTHERN BDR OF OWRN CO RR R/W. ALL W/IN THE PLAT OF KLINDWORTH ADDN | | |
| Comment: | CORRECTED OWNERSHIP BACK TO KLINDWORTH, WRONG OWNERSHIP TRANSFERRED JM 3-5-02. | | |

| 2023 Market Value | | 2023 Taxable Value | | 2023 Assessment Data | |
|-------------------|------------------|--------------------|------------|----------------------|--------------------|
| Land: | \$107,300 | Land: | \$0 | District: | 200 - DISTRICT 200 |
| Improvements: | \$0 | Improvements: | \$0 | Current Use/DFL: | No |
| Permanent Crop: | \$0 | Permanent Crop: | \$0 | | |
| Total | \$107,300 | Total | \$0 | Total Acres: | 1.00000 |

Ownership

| Owner's Name | Ownership % | Owner Type |
|-----------------|-------------|------------|
| CITY OF CONNELL | 100 % | Owner |