



**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
ENERGY NORTHWEST AND CITY OF GRANDVIEW, WASHINGTON
FOR LEASE OF LAND AND PROCUREMENT, INSTALLATION AND MAINTENANCE
OF AN ELECTRIC VEHICLE CHARGING STATION**

As provided under RCW Title 39, Chapter 39.34, this Agreement for Professional Services (the "Agreement") is by and between the City of Grandview, Washington, a municipal corporation in the State of Washington, with its principal office located at 207 W. 2nd Street, Grandview, WA 98930 (hereinafter referred to as "Grandview"), 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 Street, Richland, WA 99352 (hereinafter referred to as "Energy Northwest" or "EN").

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

WHEREAS Grandview finds that Energy Northwest is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Grandview'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 in the lease of property owned by Grandview located at 115 W. Wine Country Road, Grandview, WA 98930 (Yakima County Parcel No. 230923-12543), and the funding, procurement, installation, and maintenance of one DC Fast Charger and one smart-pole integrated Level 2 charging station on the leased premises.

**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 representative shall be: Sherri Schwartz.
- 2.3 Grandview's representative shall be Cus Arteaga.

**ARTICLE III
FUNDING, CONSTRUCTION AND MAINTENANCE**

3.1 Grandview shall provide a portion of the following-described real property:

Section 23 Township 09 Range 23 Quarter NE: Plat
GRANDVIEW (B-6): Block 4 Lot 4 THRU 9

more commonly referred to as Yakima County Parcel No. 230923-12543. The property within said parcel subject to this lease agreement shall consist of a portion of the parcel adjacent to the parking area as well as two parking spaces plus ADA hatching for the installation of one DC Fast Charger and one smart-pole integrated Level 2 charging station, as identified in Exhibit C attached hereto and incorporated by reference.

- 3.2 EN will purchase and install the equipment on Grandview's property at Yakima County Parcel No. 230923-12543.
- 3.3 Grandview will reimburse EN for costs associated with the purchase and installation of the electric vehicle charging station (EVCS) from the proceeds of Grant Agreement – Q1 2021 electric Vehicle Charging Grant that Grandview received from Pacific Power. Reimbursement from Grandview to EN for this project shall not exceed \$75,639.00.
- 3.4 Costs of purchasing and installing the EVCS in excess of \$75,639.00 will be paid by EN.
- 3.5 EN will maintain a customer agreement with Pacific Power for the utility line extension/upgrade necessary for installation of the EVCS.
- 3.6 EN will own the electric vehicle charging station equipment and will charge the general public a fee for the use of the charging stations.
- 3.7 EN and/or its assigns shall be responsible to maintain the charging stations after they have been placed into service, including the repair and/or replacement of the charging stations if needed.

**ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT**

- 4.1 This Agreement shall become effective upon full execution hereof and shall expire on the last day of the month of the fifth anniversary of the date of full execution, 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-charging station form, or transfer ownership of the charging stations to Grandview for a price agreed upon by both parties at that time.
- 4.3 The Parties agree that part of the consideration for entering into this Agreement is for the construction and maintenance of an EVCS that was financed in whole or in part by a grant

from Pacific Power with the commitment that the Project operates for the expected life span of 10 years. In the event of Grandview's termination of this lease or failure to support the expected life span of the Project remaining in the service territory of Pacific Power, Grandview agrees to reimburse Energy Northwest the prorated amount due on the life span of the Project. In no event shall Grandview's reimbursement obligation under this section be an amount greater than \$75,639.00.

**ARTICLE V
PAYMENT AND INVOICING – REIMBURSEMENT OF PROCUREMENT AND
INSTALLATION COSTS**

- 5.1 Invoices will be submitted upon completion of construction by Energy Northwest for payment by Grandview. Payment is due upon receipt and is past due thirty days from receipt of invoice. If Grandview has any valid reason for disputing any portion of an invoice, Grandview will so notify Energy Northwest within thirty (30) calendar days of receipt of invoice by Grandview, and if no such notification is given, the invoice will be deemed valid. The portion of an invoice which is not in dispute shall be paid in accordance with the procedures set forth herein. That portion of the invoice in dispute shall be resolved in accordance with Section 10 of this Agreement within thirty (30) days of the receipt by Energy Northwest of the notice from Grandview as provided in this section.
- 5.2 Grandview shall pay all state, local sales and use taxes applicable to goods and services provided under this Agreement. Energy Northwest shall include sales tax charges, separately identified, in the Energy Northwest invoices to Grandview.
- 5.3 Where public work will be performed for Grandview, Energy Northwest shall pay the workers at least prevailing wages, as stated in RCW Title 39.12.

**ARTICLE VI
LEASE PAYMENT**

On an annual basis, beginning one year after the date the charging stations are operational, EN shall pay Grandview 5% of the annual net 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
OWNERSHIP**

Nothing in this Agreement is intended to modify or impede Grandview'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 installation is complete and approved by Grandview, EN will allow the general public reasonable access to the charging stations.

**ARTICLE VIII
PERFORMANCE OF AGREEMENT**

- 8.1 **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.

- 8.2 **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.
- 8.3 **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.
- 8.4 **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.
- 8.5 **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.
- 8.6 **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.
- 8.7 **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.
- 8.8 **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.
- 8.9 **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:

Energy Northwest
Attn: Sherri Schwartz, M/D 1040
P. O. Box 968
Richland, WA 99352-0968
Telephone: (509) 372-5072
Fax: (509) 377-4357
Email: schwartz@energy-northwest.com

If to Grandview:

City of Grandview
207 W. 2nd Street
Grandview, WA 98930
Attn: Cus Arteaga
City Administrator
Office Phone: (509) 882-9211
Email: carteaga@grandview.wa.us

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 IX INDEMNIFICATION

Grandview 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, Grandview'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 Grandview, its officers, agents, and employees, from and against any claim, action, judgment, damages, losses and expenses, arising from Grandview 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 Grandview, 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 X 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 Yakima 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 XI TERMINATION

Any party hereto may terminate this Agreement upon sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party in accordance with Section 7.9. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE XII GENERAL PROVISIONS

- 12.1 **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.
- 12.2 **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.
- 12.3 **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.
- 12.4 **NONSOLICITATION OF EMPLOYEES.** During and for one (1) year after the term of this Agreement, Grandview will not solicit the employment of, or employ Energy Northwest's personnel, without Energy Northwest's prior written consent. Similarly, Energy Northwest will not solicit the employment of, or employ Grandview's personnel, without Grandview's prior written consent.
- 12.5 **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 Grandview and Energy Northwest respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

12.6 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 (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.

12.7 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.

12.8 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.

12.9 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 Grandview shall each have the right to use all data collected or generated under this Agreement.

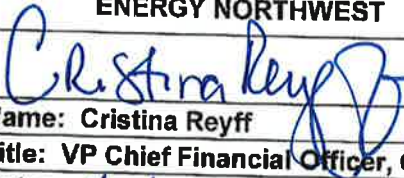
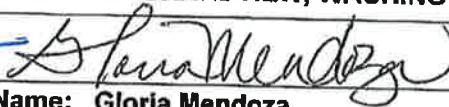
12.10 INTERLOCAL COOPERATION ACT PROVISIONS. All Energy Northwest personnel utilized in the fulfillment of this Agreement shall be solely within the supervision, direction and control of Energy Northwest and shall not be construed as "loan servants" or employees of Grandview.

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.

12.11 EVIDENCE OF AUTHORITY. Upon execution of this Agreement, Energy Northwest shall provide Grandview and Grandview 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 (Grandview).

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 GRANDVIEW, WASHINGTON
	
Name: Cristina Reyff	Name: Gloria Mendoza
Title: VP Chief Financial Officer, CRO	Title: Mayor
Date: 4/21/22	Date: 4/12/2022

ENERGY NORTHWEST - NOTARY FOR CORPORATION

STATE OF Washington)

COUNTY OF Benton) ss.

I, the undersigned, a Notary Public do hereby certify that on this 21st day of April before me personally appeared Cristina Reyff to me, known to be VP Corporate Finance 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.

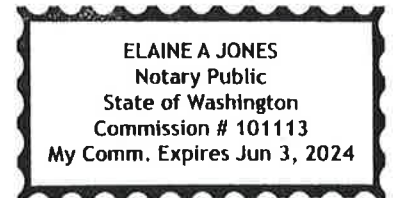
Elaine Jones

NOTARY PUBLIC in and for the

State of Washington

residing at West Richland

My commission expires on June 3, 2024



CITY OF GRANDVIEW - NOTARY FOR MUNICIPAL CORPORATION

STATE OF WASHINGTON)

COUNTY OF YAKIMA)_ss.

I, the undersigned, a Notary Public do hereby certify that on this 12th day of April, 2022 before me personally appeared GLORIA MENDOZA to me, known to be the Mayor of the City of Grandview, the municipal 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 Grandview

My commission expires on 11/15/2024

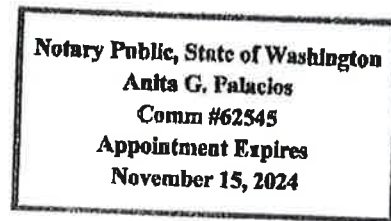


EXHIBIT A

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 GRANDVIEW EVIDENCE OF AUTHORITY

RESOLUTION NO. 2022-12

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATIVE
AGREEMENT BETWEEN ENERGY NORTHWEST AND THE CITY OF GRANDVIEW,
WASHINGTON FOR LEASE OF LAND AND PROCUREMENT, INSTALLATION AND
MAINTENANCE OF AN ELECTRIC VEHICLE CHARGING STATION**

WHEREAS, the City of Grandview, a municipal corporation and Energy Northwest, a municipal corporation and joint operating agency of the State of Washington have agreed upon the terms set forth in the Interlocal Cooperative Agreement Services between Energy Northwest and City of Grandview, Washington for lease of land and procurement, installation and maintenance of an electric vehicle charging station in the form attached as Exhibit A; and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Interlocal Cooperative Agreement with Energy Northwest in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign an Interlocal Cooperative Agreement between Energy Northwest and the City of Grandview, Washington for lease of land and procurement, installation and maintenance of an electric vehicle charging station in the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 12, 2022.

MAYOR



ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT C

