

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF RICHLAND**

**PURPOSE: FOR THE CONSTRUCTION OF AN 115KV TRANSMISSION HIGHWAY
CROSSING AND INSTALLATION OF 115KV SWITCH**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as “Interlocal Agreement”, entered into this 12th day of March 2024, the City of Richland, Washington, a municipal corporation, hereinafter referred to as the “City”, and Public Utility District #1 of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the “District”, and together hereinafter referred to as the “Parties” enter into the following agreement:

WHEREAS the Parties are each authorized by statute to design, construct, and operate electric transmission and distribution for the purpose of providing retail electric service to their respective customers; and

WHEREAS the parties previously entered into a interlocal agreement (BPUD Contract #17-21-08) to provide for the coordinated design, construction, and operation of their individually owned transmission segments in the Project Area collectively referred to and the Sunset Road to Reata 115kv Transmission Line; and

WHEREAS the City has constructed its segment of transmission line from its future Dallas Road Substation to just south of the District’s Reata Substation except for a crossing over I-82; and

WHEREAS the City’s intention is that this line cross Interstate 82 and terminate on a new Bonneville Power Administration structure located on the north side of Interstate 82; and

WHEREAS the City’s initial line design did not include a sectionalizing switch necessary to isolate the section of line between the District’s Reata Substation and the City’s future Dallas Road Substation; and

WHEREAS the City initially planned to partner with Bonneville Power Administration (BPA) to include the construction of the crossing in BPA’s construction efforts taking place in the same area; and

WHEREAS the District, recognizing the need for increased transmission switching flexibility, requested to install a 115kv transmission switch at the Reata Substation end of the City’s transmission line, intersecting the City’s transmission line; and

WHEREAS the District agrees to install the transmission crossing on behalf of the City, at the City’s expense, and to install the 115kv transmission switch and associated structure at the District’s expense; and

WHEREAS the work covered under this agreement can be defined by three specific tasks:

1. The District will procure necessary materials for the City’s transmission crossing.
2. The District will construct the City’s transmission crossing with ownership of the crossing to be vested in the City upon City’s acceptance of the work.

3. The District will construct a 115kv Switch with line dropping capabilities and its associated structure.

WHEREAS there is mutual benefit to the City and the District to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The District will procure materials, furnish qualified personnel, and provide equipment for construction of the City's transmission crossing. The District shall invoice the City actual costs incurred, with an estimated overall amount of \$21,370.88, and not to exceed amount of \$26,713.60.

Section 2. The City will coordinate with District personnel to schedule work in WSDOT right-of-way per the City's WSDOT Utility Franchise. The City will manage WSDOT scheduling and provide work zone traffic control as required by WSDOT.

Section 3. The District will obtain the Land Use Agreement (LUA) with BPA for the additional Structure in Bonneville Power Administration right-of-way.

Section 4. The District will install a 115kv transmission switch and associated structure at the Reata Substation end of the City's transmission line, intersecting the City's line just south of BPA's structure 4/2. The District will supply the switch, pole, and line hardware to facilitate the switch installation. This infrastructure will be owned by the District.

Section 5. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 6. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

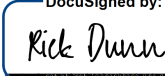
Section 7. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property anticipated. The District is designated as the administrator of the project.

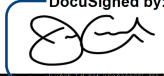
Section 8. This Agreement shall be effective upon execution by both parties and posting and/or recordation as required by RCW 39.34.040 and shall remain in effect until the Project is accepted by the City as complete. Either party may terminate this Agreement without cause upon 30 days written notice to the signatory identified below; provided, however, that in the event the City terminates this Agreement after work has commenced, the City shall pay for the work performed.

Section 9. This Interlocal Agreement shall be filed or posted as provided by RCW 39.34.040.

PUBLIC UTILITY DISTRICT NO. 1 OF
BENTON COUNTY

CITY OF RICHLAND

DocuSigned by:

By: _____
Rick Dunn, General Manager

DocuSigned by:

By: _____
Jon Amundson, ICMA-CM Richland City
Manager

Date: 5/21/2024

Date: 5/23/2024 Contract No. 25-21-09

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Heather Kintzley, City Attorney