



Contract #23-12-03

**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 25th day of April, 2023, 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 has agreed to work with the Partners to plan, promote, and host a FWEE Tri-Cities STEM Career Academy from June 20, 2023, to June 23, 2023 at Kennewick High School to educate high-school students about STEM careers; 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 August 31, 2023, 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 the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information.



Contract #23-12-03

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 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



Contract #23-12-03

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	hunters@bentonpud.org	P.O. Box 6270 Kennewick WA 99336
Benton Conservation District	Jack Clark	Jack-clark@bentoncd.org	418 N Kellogg Street Suite B Kennewick WA 99336
Energy Northwest	Angela Smith	Adsmith@energy-northwest.com	P.O. Box 968 Richland WA 99352
Franklin Conservation District	Kara Kaelber	Kara-kaelber@franklincd.org	1724 E Superior Street Pasco WA 99301
Franklin PUD	Scott Rhees	srhees@franklinpud.com	P.O. Box 2407 Pasco WA 99302
City of Richland – Energy Services	Jon Amundson	jamundson@ci.richland.wa.us	P.O. Box 190 Richland WA 99352
Kennewick School District	Debbie Smith	Debbie.smith1@ksd.org	600 N Arthur Street Kennewick WA 99336
ESD 123	James Kindle	jkindle@esd123.org	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 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



Contract #23-12-03

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

By: Rick Dunn DocuSigned by: Rick Dunn

Title: General Manager

Date: 4/27/2023

BENTON CONSERVATION DISTRICT

By: Jack Clark DocuSigned by: Jack Clark

Title: Board Chair

Date: 4/27/2023

CITY OF RICHLAND

By: Jon Amundson DocuSigned by: Jon Amundson

Title: City Manager

Date: 4/26/2023

ENERGY NORTHWEST

By: Angela Smith DocuSigned by: Angela Smith

Title: Chief Communications Officer/Public Affairs Manager

Date: 4/26/2023



Contract #23-12-03

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

KENNEWICK SCHOOL DISTRICT

By: Scott Rhees DocuSigned by:
Scott Rhees
F3A9BEE250EC451...

By: Debbie Smith DocuSigned by:
Debbie Smith
EA1276BBA18A40A...

Title: General Manager

Title: workforce specialist/Community Engagement Coordinator

Date: 5/1/2023

Date: 5/4/2023

FRANKLIN CONSERVATION DISTRICT

By: Kara Kaelber DocuSigned by:
Kara Kaelber
CB166D29152C4F3...

Title: Education Director

Date: 4/26/2023

ESD

By: Steve McCullough DocuSigned by:
Steve McCullough
B2D0D028A9814B6...

Title: Steve McCullough

Date: 4/27/2023

Initial Jim Kindle JK DS

Initial Kristi Hofheins KH DS

Initial Michelle Dearlove MD DS