

## **INTERLOCAL AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATION PROJECT**

This is an Interlocal Agreement (Agreement), dated this 5<sup>th</sup> day of December, 2016, by and between the Mason Transit Authority, a Washington municipal corporation (MTA) and Public Utility District No. 3 of Mason County, a Washington municipal corporation, (PUD 3) and collectively referred to as the "Parties". In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

### **RECITALS**

**WHEREAS:** It is the mission of MTA to provide transportation choices that connect people, jobs, and community, increasing the quality of life in Mason County.

**WHEREAS:** It is the mission of PUD 3 to always provide customers with safe, reliable economical electrical services, 24/7. PUD 3 provides primarily carbon-free energy to the community which is environmentally-ideal for charging electric vehicles. PUD 3 is a leader in energy innovation through conservation, community renewables, demand response, electric vehicles, energy efficiency, and distributed generation.

**WHEREAS:** Electric vehicles (EV) are becoming increasingly popular across Washington. However, before there can be a widespread transition to the electrification of transportation for commuting, travel, and tourism, a sufficient network of electric vehicle service equipment (EVSE, or "charging stations") must be created in order to reduce range anxiety for potential owners.

**WHEREAS:** MTA and PUD 3 desire to improve opportunities clean electrically powered transportation by providing an opportunity for users of electric vehicles to charge their vehicles in downtown Shelton;

Now, therefore it is agreed between the MTA and PUD 3 as follows:

1. PUD 3 shall purchase or provide the following electric vehicle service equipment for installation at Mason Transit's new Low Impact Parking facility in downtown Shelton, Washington at PUD 3's sole and exclusive expense.
  - i. One DC Quick Charger - This equipment requires a three-phase, 480 volt electrical connection, which is available for service on site.
  - ii. One 80 Amp Level 2 EVSE charger and pedestal mount – This equipment requires a single-phase, 240 volt electrical connection, which is available for service on site.

2. PUD 3 shall purchase or provide educational signage and branding on or around the charging stations, which shall include reference to the Mason Transit Authority and Mason PUD 3. Messaging regarding the benefits of being a public power community, intergovernmental partnerships, and serving PUD 3's clean renewable electricity for transportation will be prominent themes. PUD 3 will work with MTA and park designers to determine appropriate installation methods for signage.
3. PUD 3 will partner with MTA to showcase the partnership and the new, clean energy service available at the downtown Shelton parking lot project through various media, news, and advertising channels.
4. MTA shall procure and install all necessary EV signage in the parking area, and in the vicinity to notify travelers of the available charging facilities.
5. The electric vehicle charging infrastructure shall also include, according to EV best practices, a dedicated NEMA 6-50 outlet and a dedicated NEMA 5-30 outlet in weather resistant housing. These access points will be made accessible to electric vehicle owners adjacent to the other EV stalls in the parking area. MTA shall be responsible for the installation of this infrastructure along with other electrical work.
6. MTA shall secure all required permits for installation and perform the physical installation of the charging stations during site construction. The work shall include trenching and conduit according to PUD 3 design specifications and final inspections and testing at MTA's sole and exclusive expense. Upon installation PUD 3 shall convey title to all the equipment by a bill of sale.
7. The electric vehicle charging infrastructure shall be separately metered by a PUD 3 advanced meter, with a dedicated PUD 3 electrical account for the purpose of detailed energy monitoring and data collection. PUD 3 will waive the initial application and equipment fees for the setup of the electrical service that serves the EV equipment.
8. After installation, MTA shall provide electrical service and an internet connection to the charging stations at MTA's sole and exclusive cost. MTA shall be sole owner of the charging stations and facilities, and be responsible for the cost of maintaining the installations for the duration of the project.
9. MTA shall determine if they would like to contract with a third-party company to operate a point of sale program for the electric vehicle service equipment in order to generate revenue that will offset the cost of installation and the energy needed to run the chargers. MTA will be

responsible for the installation and maintenance of all point of sale equipment, contracts, and fees. PUD 3 will not be named in any of the contracts or agreements. Further, it is understood that MTA, or a designated service contractor, is not a "reseller of electricity provided by PUD 3". The electricity delivered through the electric vehicle service equipment is for the sole purpose of charging electric vehicles for clean transportation.


10. MTA shall be responsible for all energy costs and utility billings for the life of the project.
11. Once the units are installed and commissioned, PUD 3 will otherwise step out of the project and allow MTA to exclusively own and manage the electric vehicle infrastructure, with the exception of education and marketing opportunities as they come available.
12. The term of this agreement shall be TEN (10) years from the date of installation and commissioning.
13. There are no additional parties intended to be benefited under this agreement. There are no other agreements or representations, written or oral, concerning the subject matter of this agreement.
14. This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be in Mason County, Washington, unless otherwise mutually agreed in writing by the parties.
15. No amendments or variations of the terms and conditions of this Agreement shall be valid unless they are in writing and signed by all of the parties thereto.
16. The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
17. None of the Parties shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each party shall utilize its best good faith

efforts to perform under this Agreement in the event of any such occurrence or circumstance.


18. This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, which shall remain in full force and affect.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written;

Mason Transit Authority:

  
By: Danette Brannin, General Manager 12/5/16  
Date

PUD No. 3:

  
Annette Creekpau, Manager 12/13/16  
Date