# INTERLOCAL AGREEMENT
## BETWEEN THE
## CITY OF SEQUIM
## AND
## PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY
## FOR
## ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the undersigned parties are public agencies as defined by Chapter 39.34, Revised Code of Washington and are authorized to enter into cooperative actions and to cooperate with each other for mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Sequim ("City") and the Public Utility District No. 1 of Clallam County ("PUD") both desire to improve the availability to the public of electric vehicle (EV) charging infrastructure in Sequim in support of sustainability goals for both agencies as well as to encourage visitors for economic development; and

WHEREAS, both parties desire to work together to place two Level 2 (standard speed) Electric Vehicle Charging Stations in a mutually agreeable location in the southwest corner of an existing parking lot which is PUD property located at the northeast corner of E. Washington and Govan Street in the city of Sequim, Washington;

NOW, THEREFORE, be it agreed in accordance with RCW 39.34:

1. AUTHORIZATION: The undersigned agencies are hereby authorized and directed to achieve the objectives of this Agreement.

2. OBJECTIVE: The primary objective of this Agreement is to provide a facility for charging electric vehicles in the city of Sequim.

3. RESPONSIBILITIES:

3.1 PUD Responsibilities

a. The PUD retains the rights and responsibilities of ownership of the real property.

b. The PUD grants the City and any assigns the right of access to the property for charging station construction and maintenance purposes.

c. PUD also grants the City the exclusive use of the real property on which the charging station infrastructure will be located for no cost other than what is specified in this Agreement.

d. In 2019, the PUD will purchase at its sole expense, two Level 2 EV charging stations agreeable to both agencies. Specs to include: minimum 32A; NEMA 3R, 4 or 4x rating; "universal" plugs; mounting equipment and pedestal(s); and wheel stops.

e. In 2019, the PUD will pay, at its sole expense, the cost of connecting electrical and data network service to the charging stations from its network to the Point of Demarcation (on the south side of the substation fence).

f. The PUD will track electrical demand in 5-minute increments for the charging stations and share findings with the City.

g. The PUD will pay one-half of the cost of the purchase, maintenance and repair of mutually-agreed signage for the EV charging stations.

h. The PUD will inspect and maintain the electrical panel to include torqueing and will maintain the parking lot and premises, including landscaping, in a safe condition and in good repair to the extent that charging station use by the public is feasible. All such maintenance and inspections are at PUD's sole cost and expense.

3.2 City Responsibilities

a. In 2019, the City will construct and pay for trenching, conduit, and cable installation, at its sole cost and expense, from the Point of Demarcation to the charging station installation location, including landscaping repair.

b. In 2019, the City will perform and pay for permitting and contracting with appropriate entities for installation, electrical connection, testing, and commissioning of the charging station infrastructure purchased under 3.1.d. The City will pay for such activities at its sole cost and expense.

c. The City will paint the pavement and bollards and maintain the paint, at its sole cost and expense, according to mutually agreed plans.

d. The City will own the charging station infrastructure and maintain insurance to cover its replacement value in the event of loss or damage.

e. The City has the option to subscribe with a charging station vendor for payment processing, technical support, and O&M of charging stations, and to charge a fee or charge no fee for station use at its sole

discretion. Any fees generated by the charging stations belong solely to the City.

f. The City will pay PUD for electrical service to the charging stations at the regular commercial rate.

g. The City will track costs associated with use of the charging stations and report findings to the PUD upon request.

h. The City will pay one-half of the cost of the purchase, maintenance and repair of mutually-agreed signage for the EV charging stations; the City will pay 100% of the cost of signage installation.

i. The City will maintain the charging station infrastructure in a safe condition, in good repair, and so as not to interfere with PUD's use of the remaining portion of the property.

4. LIABILITY: Each agency is responsible for the wrongful or negligent actions of its employees as their respective liability appears under the laws of the State of Washington and/or Federal Law. This Agreement applies to the fullest extent of the law and is not intended to diminish or expand such liability.

4.1. To that end, each agency promises to hold harmless and release the other from and against any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, agents, officers and officials. Such liability is apportioned among the parties or other at-fault persons or entities in accordance with the laws of the State of Washington.

4.1.1 Each agency expressly agrees that the indemnification provided here constitutes an express waiver of immunity under RCW 51, Industrial Insurance. This waiver is solely for the purpose of this indemnification. The provisions of this section survive expiration or termination of this Agreement.
*City* (Initials) _____ *PUD* (Initials) _____

4.2. Nothing herein is interpreted to:

4.2.1. Limit the ability of an individual or agency to exercise any right, defense, or remedy which a party may have with respect to third parties or the individual(s) whose action or inaction give rise to loss, claim or liability, including but not limited to an assertion that the individual was acting beyond the scope of his or her employment.

4.2.2. Cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions will be the sole responsibility of the individual against whom said judgment is rendered and/or his or her

municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

5. WAIVER OF SUBROGATION: The City and PUD release and forever discharge each other from and against all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release applies only to the extent that such claim, loss or liability is covered by insurance.

6. EXECUTION: This Agreement may be executed in any number of counterparts, each of which is deemed to be an original as against any party whose signature appears thereon, and all of which together constitute one and the same instrument. This Agreement becomes binding when one or more counterparts hereof, individually or taken together, bears the signature of all of the parties reflected hereon as the signatories.

7. FILING: As provided by RCW 39.34.040, prior to its entry in force this Agreement must be recorded with the Clallam County Auditor or filed on each agency's web site by subject.

8. AMENDMENTS: This Agreement may only be amended by written agreement of all the undersigned agencies.

9. SEVERABILITY: If any section of this Agreement is adjudicated to be invalid, such action does not affect the validity of any section not so adjudged.

10. TERM AND TERMINATION; SURVIVABILITY OF PROVISIONS: This Agreement is expected to be in force for a minimum of five years and may automatically renew for two 5-year terms unless terminated by giving the other party 60 calendar days' prior written notice.

10.1 If the City initiates termination, the charging station infrastructure becomes the PUD's sole property. If the City terminates this Agreement before the end of the initial five-year term, the City will compensate the PUD for the cost of anticipated power use through the end of the five-year term, based on the average usage from the prior year.

10.2 If the PUD initiates termination, the PUD will remove the charging station infrastructure in a timely and reasonable workmanlike manner as directed by the City at the PUD's sole expense and deliver the charging station infrastructure to the City.

10.3 Termination pursuant to this section relieves both parties of all further obligations under this Agreement except that any liability resulting from any act or omission which occurred during the term will survive the expiration or other termination.

11. DEFINITIONS:

11.1 Charging Station: Equipment supplying electric energy for recharging electric vehicles.

11.2 Charging Station Infrastructure: Includes the equipment and hardware associated with recharging electric vehicles, including pedestals and other mounting components, chargers, plugs, signs, and electrical and data connections on the charger side of the transformer.

11.3 Point of Demarcation: Usually a service meter is the point after which electrical equipment is the property of and maintained by the user, and before which it is the property of and maintained by PUD. For purposes of this Agreement, a secondary transformer/ junction box to be paid for and installed by PUD adjacent to the meter will be the Point of Demarcation.

11.4 Premises: The real property upon which the Charging Stations are located.

11.5 Signage: Includes required signs according to City code designating available infrastructure and applicable restrictions on parking as well as directional and informational signs.

12. NOTICE: All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

**CITY**:

Clerk's Office
City of Sequim
152 West Cedar Street
Sequim WA 98382
(360) 681-3428

**With a separate copy addressed to the City Attorney.**

**PUD**:

Public Utility District No. 1 of Clallam County
Attn: Mattias Jarvegren
PO Box 1000
Carlsborg, WA 98324
(360) 565-3263

This provision is not intended to apply to informal communications, which are commonly conducted by email.

The effective date of this Interlocal Agreement is the 10th day of June, 2019.

CITY OF SEQUIM

Dennis Smith, Mayor

APPROVED AS TO FORM

Kristina Nelson-Gross
City Attorney

ATTEST/AUTHENTICATED:

Karen Kuznek-Reese, MMC,
City Clerk

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

APPROVED AS TO FORM

Simon Barnhart
Attorney for Clallam County PUD

ATTEST/AUTHENTICATED:

Clerk of the Board

# SEMACONNECT NETWORK SETUP WORKSHEET

The SemaConnect Network is the web-based platform that gives you access and tools to manage your station(s). This worksheet provides the information needed to add your Organization to the platform. SemaConnect is configured in an Organization – Location – Station structure. An Organization may have multiple Locations and a Location may have multiple Stations.

Sequim City / Clallam PUD

Name of Organization, as you wish it to appear on SemaConnect Network

## Organization Contact

Provide the primary point of contact for your Organization.

Ann Soule

Name

Resource Manager

Title

152 W Cedar St

Address

Sequim, WA 98382

City, State, Zipcode

360-582-2436

Primary Phone

360-683-4908

Secondary Phone

asoule@sequimwa.gov

Email Address

## Administrator

Provide contact information for the person who will be an Administrator for your Organization. The person in this role will have the authority to edit Station and Location information, create/modify access and pricing policies, add Administrators and Users.

Ann Soule

Name

asoule@sequimwa.gov

Email Address

360-582-2436

Phone Number

## Location Information: Provide the following information for each Location (please complete this and the next sheet for each Location.) The Station Name will display on the station's LCD screen (16 Character limit).

Sequim Downtown / Clallam PUD

Location Name, as you would like it to appear on SemaCharge

150 N Govan Ave.

Location Address

Sequim, WA 98382

City, State, zipcode

Pacific

Timezone

## Facilities Contact

Provide an on-site Facilities Contact for each Location. The Facilities Contact will be our field service contact.

Ty Brown

Name

Operations Manager

Title

360-912-3220

Phone

tbrown@sequimwa.gov

E-mail

# Station Information:

## Station Access Type: (This selection may be changed at any time).

**A** **NONE**
No EV driver can use the station. Station is disabled.
Station will display Red LED's.

**B** **OPEN ACCESS**
Any EV driver can use the station FREE of charge. User activation via the SemaConnect Network is not required.

**C** **PUBLIC**
Any EV driver can use the station. Session authorization is required.
Owner must set a Pricing Plan. Separate Member and Non-Member Pricing Plans may be established.

**D** **MEMBERS ONLY**
Only EV drivers registered to your Organization may use the station. SemaConnect Network activation is required.
Owner must set a Member Pricing Plan.

**Station Visibility**: Select ***Yes*** to post the station on Public Locator Maps. Select ***No*** to not post the station posted on Public Locator Maps. (This selection may be changed at any time.)

| Station Serial Number | Station Name (Limit – 16 Characters) | Do you want your stations to be visible? Y/N | Station Access Type |
|---|---|---|---|
| BAE909875 | 1-North Post N | Yes | C |
| BAE909876 | 2-North Post S | Yes | C |
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# Pricing Policy Worksheet:

The SemaConnect Network allows a Parking Fee ($/hr), Energy Fee ($/kWh) or Combination Parking/Energy Fee. (Caution: Energy Fee pricing is regulated by State. Verify legality before implementing Energy Fee pricing.) Contact your Account Manager for more information.

**Parking Fee**

***Your station will charge for the time a vehicle is plugged into the station. The session ends when the station is unplugged from the vehicle.***

Provide the dollar amount per hour to setup a Parking Fee policy. Please write or type out your desired parking fee below.

| |
|---|
| Duration pricing will be implemented with no time-of-day or membership considerations.<br><br>Until Jan 1st when our new fee is effective there will be no charge for any length of time. Upon notice, the duration pricing will be as follows: Free for first 3 hours, then $10 per hour thereafter charged in 15-minute increments until vehicle is unplugged. |

**Energy Fee**

***Your station will charge for the amount of energy (kWh) transferred to a vehicle. Charges will end when energy stops flowing to the vehicle.***

Provide the dollar amount per kilowatt to setup an Energy Fee policy. Please write or type out your desired parking fee below.

| |
|---|
| N/A |

SemaConnect

# Network Services
# Invoice and Revenue Remittance Registration

## Bill-To Address

City of Sequim
Organization Name

152 W Cedar St
Bill-To Address

Sequim, WA 98382
City, State, Zip Code

Sue Hagener, Finance Department
Attention: Contact Name or Department

360-683-4129
Phone Number

utilpay@sequimwa.gov
Email Address

## Remit-To Address (*if different from above*)

SAME
Organization Name

Remittance Address

City, State, Zip Code

Attention: Contact Name or Department

Phone Number

Email Address

I, the undersigned, do hereby certify that I am authorized by the above named organization ("Organization") to provide this information to SemaConnect, Inc. ("SemaConnect"). I understand the following to be true:

I am solely responsible for any errors and omissions with regard to the information provided through this document and I acknowledge that it is my responsibility to notify SemaConnect, in writing, of any changes to this information.

SemaConnect

SemaConnect will invoice annually for stations registered on the SemaConnect Network. Invoicing will commence the first year after initial sale.

SemaConnect will remit the revenue accrued from charging sessions at stations registered on the SemaConnect Network at least once every calendar quarter. SemaConnect reserves the right to choose the date for forwarding a remittance after the close of each calendar quarter.

SemaConnect reserves the right to deduct any and all bank fees from the revenues collected on behalf of the Organization prior to remittance. Bank fees include, but are not limited to credit card transaction fees levied by financial institutions.

SemaConnect is not responsible for the collection of any unpaid balances due from entities that may use the Organization's stations.

David Martinez
Signature of Authorized Representative

8/6/19
Date

David Garlington
Printed Name

Public Works Director
Title

4961 Tesla Drive, Suite A, Bowie, MD 20715
p: 301.352.3730 | f: 301.352.4232 | semaconnect.com