

**INTERLOCAL AGREEMENT  
BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM  
FOR THE INSTALLATION OF CITY OWNED AND OPERATED  
ELECTRIC VEHICLE CHARGERS**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is entered into by and between WHATCOM COUNTY, a Washington municipal corporation (the “County”), and the CITY OF BELLINGHAM, a Washington municipal corporation (the “City”), pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (“RCW”).

**WHEREAS**, the City is preparing to commence a public works project known as the Electrification of Transportation Project (EF-154) (the “Project”) which includes the installation of certain equipment as set out herein on County owned property located at 401 Grand Avenue, Bellingham, WA, and legally described in Exhibit A, which is attached hereto and incorporated by reference (the “Project Site”); and

**WHEREAS**, the County desires dedicate (2) parking spots at the Project Site as shown on Exhibit A, which is incorporated herein by reference, as dedicated electric vehicle (EV) charging locations (“Charging Locations”) for use by the City, the County and the general public, subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, the County and the City agree as follows:

**TERMS AND CONDITIONS**

1. **The Project.** The Project generally consists of the installation of one (1) Level-2 EV charging station at the Project Site (“Charging Equipment”), to be used by both staff from the City, and the County, subject to any fee schedule adopted by the City. The Project may include, but is not limited to, electrical conduit, roadway surface repair, concrete foundations, and related infrastructure improvements. The County will review and, in its discretion, approve the City’s proposed design and construction schedule prior to and as a condition to the City commencing any field work.

2. **City Responsibilities.** The City is solely responsible for all aspects of the Project, including but not limited to, the design, bidding, equipment purchase and payment, and construction administration and oversight of the City’s installation of the Charging Equipment, all at its expense. The City will be responsible for obtaining all permits necessary and following all permitting conditions required for the Project. The City shall thereafter operate, repair and maintain the Charging Equipment to ensure reliability, all at its expense.

3. **Inspection.** The Project tasks are expected to occur in order to allow the County to review field construction conditions. Prior to the County’s acceptance of the project, the County

and the City will jointly inspect the completed Project to identify any construction issues to be remedied by the City's contractor. If the County does not inspect the Project and accept or reject such work in writing within ten (10) business days after receipt of a written request from the City to inspect the completed Project, then the County shall be deemed to have affirmatively issued the County's final acceptance of the Project without further action required. The City's written request for the County to inspect, and the County's written acceptance or rejection of the work, may be in electronic form.

4. **Consideration.** There is no monetary payment due from the City to the County under this Agreement.

5. **Term of Agreement.** This Agreement shall remain in place for 10-years from the date of execution below after which point it shall be renewed upon mutual agreement from both the County and the City.

6. **Representatives.** The parties designate the following person as their representatives for the Project and this Agreement. All notices, demands, requests, consents and approvals that are required to be given shall be in writing and directed to:

The County: Rob Ney, Facilities Manager 3720 Williamson Way Bellingham, WA 98226	The City: Freeman Anthony, Project Engineer 104 W. Magnolia St. Suite 109 Bellingham, WA 98225
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7. **No Third-Party Beneficiary.** No other right, privilege, or immunity of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein, except as specifically noted herein.

8. **Amendment.** No modification or amendment of their Agreement may be made except by a written document approved by the County and the City respectively.

9. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party hereto, the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

10. **Neutral Authorship.** Each provision of this Agreement has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

11. **No Liability.** The County and the City are independent governments. Except as expressly provided herein, neither party shall be liable for the acts or omissions of the other or their respective public officials, employees or agents.

12. **Interlocal Agreements Remain Binding and Enforceable.** Unless specifically noted herein, the Agreement does not modify, amend or revoke any existing interlocal agreement between the County and the City and each such interlocal agreement shall remain binding and enforceable agreements under their respective terms.

13. **Governing Law.** This Agreement and the rights of the parties hereto, shall be governed by and constructed in accordance with the laws of the State of Washington and the parties agree that in any such action, venue shall lie exclusively in the Superior Court for the State of Washington, Whatcom County, Washington.

14. **Entire Agreement.** The entire understanding between the County and the City is contained in this Agreement (including recitals, the exhibits, and the terms), and this Agreement shall supersede all of their previous understandings and agreements, with respect to the subject matter of this Agreement, provided, however this Agreement does not supersede or amend any previous written agreements between the County and the City unless expressly stated herein.

15. **Indemnification.** To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party from claims, demands, damages, causes of action, or suits of any kind arising from such party's acts or omissions under this Agreement. For purposes of this provision the term "party" includes the party itself and its employees, agents, consultants, subconsultants, contractors and subcontractors. Such duty to defend, indemnify and hold harmless shall extend to and apply to any claim demand, damages, causes of action, or suit made by the indemnifying party's employee, and to this limited extent only, the parties waive any exclusivity protection afforded by the Washington State Industrial Insurance Act, RCW Title 51.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023 for **WHATCOM COUNTY** by:

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive

Approved as to Form

\_\_\_\_\_  
Brandon Waldron, Deputy Prosecuting Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023 for the  
**CITY OF BELLINGHAM** by:

Department Approval

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Public Works Director

Attest:

Approved as to Form

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Office of the City Attorney