

**INTERLOCAL AGREEMENT**

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This Interlocal Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency** (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and the **Puget Sound Regional Council** (hereinafter referred to as the "PSRC"), 1011 Western Ave # 500, Seattle, WA 98104.

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**WHEREAS**, the Agency's Strategic Plan Objective 2.1 is to reduce emissions of greenhouse gases from transportation; and

**WHEREAS**, a regional approach to electrifying vehicles and investing in charging infrastructure is essential for reaching state and local climate and transportation goals; and

**WHEREAS**, member jurisdictions in the four-county region need guidance, information, and resources as they plan for an electrified transportation future; and

**WHEREAS**, the resources available to support electrification infrastructure and policies are currently housed by numerous local, state, and federal agencies, and the disjointed nature of these resources has made it difficult for jurisdictions to plan for an electrified transportation future; and

**WHEREAS**, the Agency has partnered with PSRC since 2019 to implement the Regional Electric Vehicle (REV) Collaborative, and the two organizations are uniquely positioned to facilitate a regional approach to transportation electrification; and

**WHEREAS**, the Agency's Board of Directors deems it desirable to enter into an Agreement with the PSRC to develop a web-based clearinghouse of information, funding opportunities, tools, and resources to support regional transportation electrification; and

**WHEREAS**, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.; and

**NOW, THEREFORE**, the Agency and the PSRC mutually agree as follows:

1. **Purpose and Scope of this Agreement.** The purpose of this agreement is to define the partnership between the Agency and the PSRC to create a clearinghouse website on a third-party platform to support regional transportation electrification efforts in King, Kitsap, Pierce, and Snohomish Counties. The goals of this clearinghouse are to: (1) Provide the information, tools, and resources jurisdictions need to help them electrify; (2) Develop a user-friendly online clearinghouse for information sharing; (3) Provide the technical resources that enable electrification; (4) Allow jurisdictions to promote their best practices and success stories through a public platform; and (5) Update the clearinghouse according to a maintenance plan developed under this agreement with new and relevant information for the benefit of stakeholders. This Agreement does not involve the direct exchange of funds between the parties. The parties agree to work together and carry out the scope of work as described

below. Task timelines, leads, and maximum hours are defined in subsection B, Duties of the Agency and PSRC, below.

### **A. Scope of this Agreement**

#### **Task 1. Research and Planning**

- a. **Determine website needs:** The Agency will research existing models of clearinghouse websites and identify primary components and functionality needs of the website to best serve stakeholders.
- b. **Establish website hosting:** The PSRC will outline the proposed budget for a third-party website hosting platform for the first three (3) years of operation. The PSRC will enter into an agreement with the hosting platform and will be responsible for payment of hosting fees in year one. The PSRC will work with the Agency to identify a plan for Agency contributions to hosting fees in subsequent years; the PSRC and the Agency will finalize that plan at least 90 days before the end of the first year of paid site hosting. Absent an agreement, the Agency will be responsible for payment of hosting fees in year two and the parties will split the fees in year three. The cost for hosting any individual year of the website shall not exceed \$ 500 annually.
- c. **Content collection and development:**
  - i. The Agency will research and collect existing content for the website including, but not limited to, resources on the basics of electrification, electrification planning maps and tools, funding opportunities, equitable electrification resources, and others. The Agency will develop up to three (3) new electrification resources and materials if a need for new resources or materials is determined by the Agency.
  - ii. The PSRC will research and collect existing content for the website including, but not limited to, resources to help jurisdictions demonstrate alignment with Vision 2050, Comprehensive Plan guidance, model language for ensuring electrification in building codes, and others. The PSRC will develop up to three (3) new resources and materials if a need for new resources or materials is determined by the PSRC.
- d. **Develop project communications and website maintenance plan:** The Agency will develop a Clearinghouse Communications Plan and Website Maintenance Plan. The PSRC will review and provide input on these plans. The plan will include steps to address what will happen to the website if the parties mutually agree that it no longer needs to be hosted or if this agreement is terminated pursuant to Section 6 of this agreement.

- e. **Set performance measures:** The Agency will establish performance measures to track the website's success. The PSRC will review and provide input on the performance measures. PSRC will provide website analytics and other data needed to monitor website performance against the measures established by the Agency.

**Task 2: Pre-Launch Stakeholder Outreach and Engagement**

- a. **Stakeholder identification:** The PSRC will identify the primary stakeholder audiences for the website, such as municipal and county government partners, transportation and land-use planners, utilities, transit agencies, and others. The Agency will assist the PSRC in stakeholder identification.
- b. **Stakeholder outreach:** The Agency and the PSRC will jointly conduct stakeholder outreach including collecting input from member jurisdictions and other stakeholders on website needs and priorities. This outreach may take the form of co-hosting specific workshops or making presentations at planned meetings of existing committees or boards. The Agency and the PSRC will jointly determine outreach activities, but both parties will independently determine the respective staff and resources it will use to conduct outreach activities.

**Task 3: Draft and Launch Clearinghouse Website**

- a. **Development of website:** PSRC staff will take the primary role in developing the clearinghouse website on a third-party hosting platform. Both the PSRC and the Agency will have administrative privileges to access the platform to support long-term maintenance.
- b. **Website launch & promotion:** The PSRC will aim to launch the website by the end of Summer 2022. The PSRC and the Agency will jointly promote the clearinghouse website to identified stakeholders, as outlined in the clearinghouse communications plan.

**Task 4: Website Maintenance and Performance Tracking**

- a. **Maintain website:** The Agency and the PSRC will jointly maintain the website by adding and updating content, in accordance with the website maintenance plan.
- b. **Update maintenance plan:** The Agency and PSRC will review and update the website maintenance plan and performance measures 6 months after the website launch.

**Task 5: Project Management and Administration:** The Agency and PSRC will attend bi-weekly project meeting and maintain project email correspondence.

**B. Duties of the Agency and the PSRC**

Table 1 defines the lead agency for each task and defines estimated maximum person-hours for each task and sub-task listed in the Scope of Work, above.

**Table 1. Lead Agency by Task and Estimated Maximum Hours**

Task	Anticipated timeline	Task Lead	PSCAA maximum hours	PSRC maximum hours
<b>1: Research and Planning</b>				
1a. Determine website needs	April-June '22	PSCAA	10 hours	
1b. Establish website hosting	July '22	PSRC		5 hours
1ci. Agency content collection & development	June-September '22	PSCAA	20 hours	
1cii. PSRC content collection & development	July-September '22	PSRC		20 hours
1d. Develop project communications & website maintenance plans	July '22	PSCAA	15 hours	
1e. Set performance measures	July '22	PSCAA	5 hours	
<b>2: Pre-Launch Stakeholder Outreach and Engagement</b>				
2a: Stakeholder identification	July '22	PSRC	2 hours	2 hours
2b: Stakeholder outreach	August '22	PSCAA/PSRC	20 hours	20 hours
<b>3: Draft and Launch Clearinghouse Website</b>				
3a. Development of website	August-September '22	PSRC	2 hours	20 hours
3b. Website launch and promotion	September-October '22	PSCAA/PSRC	10 hours	10 hours
<b>4: Website Maintenance</b>				
4a. Maintain website	September '22-Dec '24	PSCAA/PSRC	5 hrs/month	5 hrs/month
4b. Update maintenance plan	6-months post-website launch	PSCAA/PSRC	5 hours	2 hours
<b>5: Project Management and Administration</b>				
	Ongoing	PSCAA/PSRC	3 hrs/month	3 hrs/month

2. **Term.** The effective date of this Agreement shall commence when executed by both parties. This Agreement shall remain in effect until terminated by the parties in accordance with Section 6, "Termination," or until June 30, 2025, whichever comes first.

3. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this Agreement. By written correspondence, including e-mail, the parties may change the contract person of information listed in this section.

<b>PSRC</b>	<b>Agency</b>
Kelly McGourty	Project Manager: Kelly O'Callahan
Puget Sound Regional Council	Puget Sound Clean Air Agency
1011 Western Ave., Suite 500 Seattle, WA 98104	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 206-971-3601	Phone: 206-689-4905
E-mail address: KMcGourty@psrc.org	E-mail address: KellyO@pscleanair.gov

4. **Public Records Act Requests.** Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the Agency and PSRC are considered public records. The State of Washington's Public Records Act requires that public records must be promptly disclosed by the Agency and the PSRC upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108). The Agency and the PSRC will work promptly to make non-exempt public records relating to the clearinghouse website available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

5. **Changes.** The parties may, from time to time, require changes in this Agreement. The parties shall mutually agree to the changes by written amendment to this Agreement.

6. **Termination.** Either party may terminate this Agreement at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination.

7. **Assignment.** The work performed under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

8. **Indemnification.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

9. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations, and standards necessary for the performance of this Agreement.

10. **Non-discrimination.** During performance of this Agreement, the parties shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies, including but not limited to, Title VI of the Civil Rights Act and all implementing regulations.

This Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

**PUGET SOUND CLEAN AIR AGENCY**

**PUGET SOUND REGIONAL COUNCIL**


By:   
Christine Cooley  
Executive Director

By:   
Josh Brown  
Executive Director

Date: 7/28/22

Date: 7/26/22

Approved as to Form:

By:   
Jennifer A. Dold  
General Counsel

Date: 7/27/22

Interlocal Short Form, Form No. 61-201 (Rev. 08/2021) eac