

**INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY AND WHATCOM COUNCIL OF GOVERNMENTS FOR
COUNTYWIDE ELECTRIC VEHICLE INFRASTRUCTURE PLANNING**

WHEREAS, the Whatcom Council of Governments (WCOG) and Whatcom County (County) have a mutual interest in coordinating countywide transportation planning; and

WHEREAS, the Whatcom County Climate Action Plan commits Whatcom County to promoting increased utilization of electric, hybrid, and alternative fuel vehicles with a focus on installing electric charging stations in strategic locations that prioritize underserved populations; and

WHEREAS, WCOG is designated as the Regional Transportation Planning Organization (RTPO) for Whatcom County and is principally responsible for preparing, updating, and coordinating the regional transportation plan; and

WHEREAS, a coordinated effort to plan for publicly accessible electric vehicle (EV) charging is needed to strategically pursue and secure future state and federal electric vehicle infrastructure funding.

NOW, THEREFORE, Whatcom County and the Whatcom Council of Governments agree as follows:

1. SCOPE OF WORK

Task 1 – Project Administration: The County will manage the administration of a consultant contract for a countywide electric vehicle plan on behalf of the County and WCOG. Tasks in the consultant contract will include:

1. Assessing existing electric vehicle infrastructure conditions, including:
 - a. analysis of data on the local electric vehicle market, current existing public charging infrastructure, and vehicle registration or sales data
 - b. evaluation of existing and upcoming financial incentives and relevant state and federal grant opportunities
 - c. review of current efforts related to planned expansion of electric vehicle charging infrastructure, including utility scale charging deployment
2. Review of existing policies and codes impacting electric vehicle charger installation, including:

- a. Any building and zoning codes and permitting requirements that impact electrical wiring and installation of electric vehicle chargers
 - b. Parking codes and design standards, such as ADA-accessibility design requirements
 - c. Projections of population and traffic data to inform EV adoption projections
 - d. Future projected housing makeup that would impact the proportion of public and private electric vehicle chargers
3. Site Assessment & Prioritization:
- a. Aggregate information collected through the existing conditions, policy, and code analysis to project the number of public EV charging sites needed across Whatcom County
 - b. Identify the charging level, number, and location (e.g., workplace, multifamily, public access) of EV charging sites needed to support countywide demand based on existing and anticipated infrastructure needs
 - c. Determine the top prioritized public access locations for installations, including an evaluation of existing infrastructure and projected required infrastructure for planned installations
4. Cost estimates
- a. Order of magnitude cost estimates for installation of recommended electric vehicle infrastructure.

Task 2 – Traffic Analysis & Coordination: WCOG will provide traffic modelling and traffic counts to determine possible demand for electric vehicle charging, as well as leading coordination with regional partners and act as a primary point of contact with Washington State Department of Transportation, as needed.

Task 3 – Reporting: Periodic project status reports will be provided to the County and WCOG by the contracted consultant. Whatcom County and WCOG will be jointly responsible for reporting to jurisdictional partners, including the Whatcom County Climate Collaborative.

2. TERM

(a) This agreement shall be effective September 12, 2023 and shall be effective until the completion of the contracted work by December 31, 2024.

(b) This Agreement may be terminated for convenience by either party after giving of ninety (90) days written notice to the other party whereupon payment for time and effort expended up to and including the date of termination shall be paid in full.

(c) This agreement may be terminated for cause by either party after giving the defaulting party thirty (30) days written notice of default and an opportunity to cure.

3. PAYMENT

- (a) To contribute to consultant costs for the services specified in the Scope of Work, WCOG shall reimburse the County for up to a maximum amount of \$ 5000 incurred for contractor costs for the countywide electric vehicle plan. The maximum amount shown above may not be exceeded unless agreed to in writing by each party.
- (b) Payments to the contractor will be made by the County.
- (c) The County shall promptly review and process invoices in accordance with its usual procedures.

4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT

The persons responsible for administration of this Agreement shall be:

Lethal Coe
Principal Planner
WCOG
314 E. Champion St.
Bellingham, WA 98229
Phone: (360) 676-6974

Lauren Clemens
Climate Action Manager
Whatcom County
322 N. Commercial St.
Bellingham, WA 98225
Phone: (360) 778-6241

5. LEGAL RELATIONS

In performing the services outlined in this Agreement, neither party is acting as the agent or employee of the other; rather, each party is acting as an independent contractor. Each party agrees to defend, indemnify, and hold harmless as to all claims for damages arising out of activities it undertakes arising out of this Agreement.

6. LIABILITY

WCOG agrees to release, defend and indemnify the County from any claims, damages or liabilities arising out of the acts or omissions of WCOG, its staff members and its contractors in the performance of this Agreement. Likewise, the County agrees to defend and indemnify the WCOG from any claims, damages or liabilities arising out of the acts or omissions of the County, its staff members and its contractors in the performance of this Agreement.

7. MODIFICATIONS

The terms of this Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

8. APPLICABLE LAW

In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising here from shall be in the Superior Court of the State of Washington in and for Whatcom County.

9. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

11. RECORDATION

Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

EXECUTED this _____ day of _____, 2023 for **WHATCOM COUNTY**:

Satpal Singh Sidhu
County Executive

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:

Elizabeth Kosa
Public Works Director

Christopher Quinn
Senior Deputy
Prosecuting Attorney

EXECUTED this _____ day of _____, 2023 for **WCOG**:

Hugh Conroy, Director