

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**ELIZABETH KOSA
DIRECTOR**




NATURAL RESOURCES
322 N. Commercial Street, 2nd Floor
Bellingham, WA 98225-4042
Phone: (360) 778-6230
Fax: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Members of the Whatcom County Council

THROUGH: Elizabeth Kosa, Public Works Director

FROM: Gary S. Stoyka, Natural Resources Manager 

RE: Whatcom County Electric Vehicle Infrastructure Study- Interlocal Agreement

DATE: August 22, 2023

Attached for your review and approval is an interlocal agreement with Whatcom County and Whatcom Council of Government for your review and signature.

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, enter into an interlocal agreement for the sum of \$5,000 with Whatcom Council of Governments for evaluating siting options for electric vehicle charging infrastructure countywide.

Background and Purpose

Whatcom County will manage a consultant contract on behalf of the County and Whatcom Council of Governments. The contract will result in an electric vehicle infrastructure study to assess existing electric vehicle infrastructure conditions, review existing policies and codes impacting electric vehicle charger installation, and infrastructure siting prioritization. This interlocal agreement outlines the project administration, traffic analysis, and reporting requirements.

Funding Amount and Source

This contract is in the amount of \$5,000. The funding source is Whatcom Council of Governments.

Please contact Lauren Clemens at extension 6241, if you have any questions or concerns regarding the terms of this contract.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202308025

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources
Contract or Grant Administrator:	Lauren Clemens
Contractor's / Agency Name:	Whatcom Council of Governments

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 169122

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
- Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days. Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 5,000
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Interlocal agreement with Whatcom Council of Governments for electric vehicle infrastructure study

Term of Contract: _____ Expiration Date: 12/31/2024

- | | | |
|-------------------|--|-------------------------|
| Contract Routing: | 1. Prepared by: <u>Lauren Clemens</u> | Date: <u>08-23-2023</u> |
| | 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>8/28/2023</u> |
| | 3. AS Finance reviewed: <u>Amy Martin</u> | Date: <u>8/29/2023</u> |
| | 4. IT reviewed (if IT related): <u>DS</u> | Date: _____ |
| | 5. Contractor signed: <u>BSR</u> | Date: _____ |
| | 6. Executive contract review: <u>DocuSigned by: Satpal Sidhu</u> | Date: <u>9/18/2023</u> |
| | 7. Council approved, if necessary: <u>AB2023-572</u> | Date: <u>9/12/2023</u> |
| | 8. Executive signed: <u>Satpal Sidhu</u> | Date: <u>9/18/2023</u> |
| | 9. Original to Council: _____ | Date: _____ |

**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 9/18/2023, 2023 for **WHATCOM COUNTY**:

DocuSigned by:
Satpal Sidhu 9/18/2023
1192C7C18B664E3...
Satpal Singh Sidhu
County Executive


DEPARTMENTAL APPROVAL:

DocuSigned by:
Elizabeth Kosa 9/15/2023
870E242DD76C408...
Elizabeth Kosa
Public Works Director

APPROVED AS TO FORM:

DocuSigned by:
Christopher Quinn 9/18/2023
EC466EF5C88B4FD...
Christopher Quinn
Senior Deputy
Prosecuting Attorney

EXECUTED this 9/15/2023 day of _____, 2023 for **WCOG**:

DocuSigned by:
 9/15/2023
41A11E3304894C2...

Hugh Conroy, Director

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Elizabeth Kosa
Director**



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MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Elizabeth Kosa, Public Works Director *EK*

FROM: Gary Stoyka, Natural Resources Manager *GS*
Lauren Clemens, Climate Action Manager

DATE: December 17, 2024

RE: Electric Vehicle Infrastructure Study- Interlocal Agreement- Time Only Extension

Please find attached for your review a copy of Amendment No. 1 to interlocal agreement 202308025 with the Whatcom Council of Governments. The authorized amendment will be signed electronically through DocuSign.

Requested Action

Public Works respectfully requests that the County Executive approves and signs this amendment.

Background and Purpose

The following is a time-only extension of an interlocal agreement between Whatcom Council of Governments and Whatcom County Public Works- Climate Action to manage a consultant contract for completion of an electric vehicle infrastructure study. The Kittelson & Associates contract scope includes an assessment of existing electric vehicle infrastructure conditions across Whatcom County, a review of existing policies and codes impacting electric vehicle charger installation, and infrastructure ownership models and funding opportunities. The time extension will allow for a presentation to the Whatcom Council of Governments policy board meeting in January and a presentation to Council committee in March 2025.

Funding Amount and Source

No additional funds are provided for the extension of this interlocal agreement date from 12-31-2024 to 3-31-2025.

Please contact Lauren Clemens at extension 6241, if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202308025-1

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources/ Climate Action
Contract or Grant Administrator:	Lauren Clemens
Contractor's / Agency Name:	Whatcom Council of Governments

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202308025

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: 9-18-2023 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 156310

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 5000
 This Amendment Amount:
 \$ 0
 Total Amended Amount:
 \$ 5000

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Amendment to extend interlocal agreement with Whatcom Council of Governments for Electric Vehicle Infrastructure Planning from 12-31-2024 to 3-31-2025.

Term of Contract: 9-15-2023 Expiration Date: 3-31-2025

Contract Routing:	1. Prepared by: <u>Lauren Clemens</u>	Date: <u>12-5-2024</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>12-13-2024</u>
	3. AS Finance reviewed: <u>N/A</u>	Date: _____
	4. IT reviewed (if IT related): <u>N/A</u>	Date: _____
	5. Contractor signed: <u>[Signature]</u>	Date: _____
	6. Executive contract review: <u>[Signature]</u>	Date: <u>12/26/2024</u>
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Whatcom County Contract No.
202308025-1

Amendment No. 1
Whatcom County Contract No. 202308025
INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND
WHATCOM COUNCIL OF GOVERNMENTS

THIS AMENDMENT is to the Interlocal Agreement between Whatcom County and Whatcom Council of Governments, dated 9-15-2023 and designated "Whatcom County Contract No.202308025." In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through 3/31/2025.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect: 12/31/2024, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Whatcom Council of Governments have executed this Amendment on the date and year below written.

DATED this _____ day of 12/26/2024, 2024

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

WHATCOM COUNCIL OF GOVERNMENTS:

WHATCOM COUNCIL OF GOVERNMENTS

Signed by:

Hugh Conroy 12/19/2024
41411E3304894C2
HUGH CONROY, DIRECTOR

WHATCOM COUNCIL OF GOVERNMENTS

314 E Champion St
Bellingham, WA 98225

Hugh Conroy
(360) 676-6974
hugh@wcog.org

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by:
Laura Frolich 12/20/2024
D7CB7F60168A4EE...
Elizabeth Kosa
Public Works Director

Approved as to form:

Signed by:
Christopher Quinn 12/26/2024
EC466EF5C88B4FD...
Christopher Quinn
Chief Civil Deputy Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: DocuSigned by:
Satpal Sidhu 12/26/2024
1192C7C18B664E3...
Satpal Singh Sidhu
Whatcom County Executive