

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	905900 / Construction
Contract or Grant Administrator:	James P. Karcher, P.E.
Contractor's / Agency Name:	City of Bellingham

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 #: 201706030

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): n/a CFDA#: n/a

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: CRP 916002

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):
 \$ 156,070.00
 This Amendment Amount:
 \$ 93,930.00
 Total Amended Amount:
 \$ 250,000.000

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:

This contract amendment provides additional project background and outlines the financial obligations of both the County and the City of Bellingham in the mutual decision to not construct the Phase 2 Horton Rd. extension, CRP 916002.

Term of Contract: Not to Exceed _____ Expiration Date: Upon project completion

Contract Routing:	1. Prepared by: <u>D. Burghart</u>	Date: <u>9-27-21</u>
	2. Attorney signoff: <u>Chris Quinn</u>	Date: <u>9/30/21</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>9/29/21</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**INTERLOCAL AGREEMENT
CITY OF BELLINGHAM - WHATCOM COUNTY
DESIGN OF WEST HORTON ROAD EXTENSION
FIRST AMENDMENT**

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between the City of Bellingham (the "City") and Whatcom County (the "County") (collectively, the "Parties") to amend that certain Interlocal Agreement between the Parties dated July 26, 2017 (City Contract No. 2017-0460; County Contract No. 201706030) regarding the design of the West Horton Road Extension.

WITNESSETH:

WHEREAS, the City and the County desire to extend West Horton Road from its current terminus westward to Northwest Drive ("West Horton Road Extension"); and

WHEREAS, the West Horton Road Extension is located partially within Bellingham City limits (from its current western terminus to Aldrich Road) (the "City Segment") and partially within unincorporated Whatcom County (from Aldrich Road west to Northwest Drive) (the "County Segment"); and

WHEREAS, the portion south of the center of the right of way in the County Segment lies within the Bellingham Urban Growth Area; and

WHEREAS, the City and the County entered into an interlocal agreement dated July 26, 2017 (City Contract No. 2017-0460) ("Agreement") to transfer \$1,000,000 of County Surface Transportation Program (STP) Grant Funding to the City to coordinate the design and cost sharing through the design phase of the West Horton Road Extension (the "Project"); and

WHEREAS, STP Grant Funding is paid by Federal Highways Administration (FHWA) through Washington State Department of Transportation (WSDOT) and Whatcom Council of Governments (WCOG); and

WHEREAS, the Project was divided into two phases: (1) West Horton Road Extension – Phase 1 (City Segment) and (2) West Horton Road Extension – Phase 2 (County Segment); and

WHEREAS, the City acted as the lead agency for the Project on behalf of both the City and County; and

WHEREAS, the City completed design of the City Segment and took the County Segment to 30% design status; and

WHEREAS, the City has received \$403,612.07 in STP grant reimbursement for the full design of the City Segment and 30% design of the County Segment of the Project; and

WHEREAS, the City and County no longer desire to construct this Phase 2 County segment, in the Urban Growth Area, due to the high cost of environmental mitigation and the lack of funding to construct within the next 8-10 yrs as required by the Grant; and

WHEREAS, the City and County have coordinated with WCOG and WSDOT to deobligate the \$1,000,000 of County STP Grant Funding because the full Project will not be completed; and

WHEREAS, the STP Grant Funds originally obligated to the Project must be repaid so that those dollars can be re-obligated to another project in the region; and

WHEREAS, the County and City, in coordination with WCOG and WSDOT, have determined that the County Marine Drive Reconstruction project is an appropriate project for the re-obligation of the \$1,000,000 of County STP Grant Funding; and

WHEREAS, the County and City desire to enter into this First Amendment to set forth the terms and conditions for repayment and re-obligation of the STP Grant Funding initially allocated to the Project; and

WHEREAS, the City will provide the County with all products produced by the design Consultant for the County Segment of the design. This will likely include but is not limited to the following: i.e. topo base map & points, wetland delineation data & reports, Geotech report and CAD files for the design, and all permit applications with exhibits.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the City agree to amend the Agreement as follows:

I. CITY'S RESPONSIBILITIES

1.1 The City shall perform no further design work for the County Segment and shall have no further obligations under the Agreement except as stated in this First Amendment.

1.2 The City shall reimburse WSDOT in the sum of \$403,612.07, representing the full amount of STP Grant Funding expended on the Project for both the City Segment and the County Segment.

1.3 The City shall invoice the County in the amount of \$250,000 which shall be considered the County's fair share of STP Grant funds utilized through April 2021 for design of the County Segment of the Project.

II. COUNTY'S RESPONSIBILITIES

2.1 The County shall pay the City \$250,000 within 30 days of invoicing by the City.

2.2 The County shall coordinate with WCOG and WSDOT to reallocate the de-obligated Project funds (\$1,000,000) to the County's Marine Drive Reconstruction project, keeping the region whole in terms of Federal funding.

III. TERMINATION OF AGREEMENT

Upon fulfillment of the obligations contained in this First Amendment the Agreement shall terminate automatically.

EXECUTED this _____ day of _____, 2021 for **WHATCOM COUNTY** by:

Approved as to Form:

County Executive

Approved via Email - ca/sm

Sr Deputy Prosecuting Attorney-Civil Div *9/30/21*

EXECUTED this 10 day of September, 2021 for the **CITY OF BELLINGHAM**
by:

Mayor

Departmental Approval

Public Works Director

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney

