

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202307029

Originating Department: _____	
Division/Program: (i.e. Dept. Division and Program) _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p>	
<p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p>	
<p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p>	
<p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p>	
<p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p>	
<p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p>	
<p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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: _____	
Term of Contract: _____	
Expiration Date: _____	

Contract Routing:	1. Prepared by: _____ Date: _____ 2. Attorney signoff: _____ Date: _____ 3. AS Finance reviewed: _____ Date: _____ 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Executive contract review: _____ Date: _____ 7. Council approved, if necessary: <u>AB2023-503</u> Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____
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**INTERLOCAL AGREEMENT
CITY OF BELLINGHAM - WHATCOM COUNTY
CONSTRUCTION OF THE
SAMISH WAY & GALBRAITH LANE CROSSWALK**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the **CITY OF BELLINGHAM** (the "City") and **WHATCOM COUNTY** (the "County") to coordinate the construction of the Samish Way & Galbraith Ln Crosswalk.

WITNESSETH:

WHEREAS, Samish Way is a rural major collector and Galbraith Lane is a rural local access road that are both located within unincorporated Whatcom County, while Lake Padden Park is adjacent to Samish Way and located within Bellingham city limits; and

WHEREAS, the Whatcom Mountain Bike Coalition (WMBC) worked in collaboration with the City to construct a new parking lot for the Lake Padden and Galbraith Mountain trail systems; and

WHEREAS, the City and the County desire to construct a crosswalk on Samish Way to provide a safer and more efficient movement for bicycles and pedestrians to cross Samish Way from Lake Padden Park to access the Galbraith Mountain trail system via Galbraith Lane; and

WHEREAS, the County committed to funding the construction of the crosswalk on Samish Way by programming the project into their Six Year Transportation Improvement Program; and

WHEREAS, this Agreement provides for the City to act as the lead agency on behalf of both the City and County in constructing portions of the crosswalk project; and

WHEREAS, the City and the County desire to enter into this Agreement in order to coordinate the construction phases of the Samish Way & Galbraith Lane Crosswalk on a basis of mutual advantage pursuant to the Washington State Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington;

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

I. PURPOSE

The purpose of this Agreement is to coordinate the construction of the Samish Way & Galbraith Lane Crosswalk (the "Project"). For purposes of this Agreement, the term "Project" shall mean the full scope of the Samish Way & Galbraith Lane Crosswalk.

II. CITY'S RESPONSIBILITIES

2.1 The City shall promptly review and comment upon all items submitted to it by the County in order for the County to complete the design of the project.

2.2 The City shall obtain a Revocable Encroachment Permit from Whatcom County prior to commencing the work they are performing per this agreement. Whatcom County will waive any fees associated with obtaining the permits.

2.3 The City shall be responsible for providing a formal construction estimate prior to executing this Interlocal, as well as the actual construction of the following portions of the project:

- a) Install solar powered Rectangular Rapid Flashing Beacon (RRFB) with associated crosswalk signage
- b) Install crosswalk pavement markings
- c) Install advanced warning signage for crosswalk

2.4 The City shall be responsible for maintaining the installed RRFB and crosswalk with all associated appurtenances.

2.5 The City shall be responsible for coordinating the construction of a separated bike & pedestrian trail from the parking lot directly to the crosswalk landing in an effort to reduce conflict points between bicyclists and motorists at the entrance and exit to the parking lot.

III. COUNTY'S RESPONSIBILITIES

3.1 The County shall be responsible for providing construction plans to the City for the project.

3.2 The County shall be responsible for installing signage restricting parking along the shoulders of Samish Way, through an ordinance, to ensure sight distance standards are met for the crosswalk prior to it being activated.

3.3 The County shall be responsible for its financial contribution, as provided in Article IV of this Agreement.

IV. COUNTY'S FINANCIAL CONTRIBUTION

The County's financial contribution to the Project consists of paying the City a lump sum amount of \$17,000.00 to complete the work outlined in section 2.3 of this agreement. The County will also be responsible for any costs associated with the design and permitting of the Project.

V. TERM OF AGREEMENT

This interlocal agreement shall be effective on the date of the signature of the last party to sign ("Effective Date") and shall, unless terminated as otherwise provided herein, remain in full force until the purpose and City/County ("Party") responsibilities herein described are completed. The provisions of Section X shall survive termination of this Agreement.

VI. INDEMNIFICATION/HOLD HARMLESS

The City and the County (each referred to herein as a "Party") agree to indemnify, defend and hold the other party and their elected officials, agents and employees harmless for and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges that the other Party may incur or pay out by reason of any accidents, damages or injuries to persons

or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying Party under this Agreement. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the parties' waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for purpose of this indemnification. The City and County acknowledge that this waiver has been mutually negotiated.

VII. DISPUTE RESOLUTION

8.1 *Arbitration.* The Parties mutually covenant to work cooperatively to timely resolve any dispute that may arise between the parties concerning this agreement. However, if the Parties cannot mutually settle a dispute, the dispute or claim shall be submitted to binding arbitration. The Parties agree that the arbitration shall be governed by the rules and procedures outlined in RCW 7.04 *et seq.* and the Whatcom County Mandatory Arbitration Rules, and that the Parties will jointly stipulate to an arbitrator.

8.2 *Governing Law and Venue.* The Parties agree that any dispute shall be governed by the law of the State of Washington and shall be brought for resolution in Whatcom County.

VIII. MODIFICATION OF AGREEMENT

Any changes, additions or other modifications to this agreement shall not be valid or binding upon either party unless such changes, additions or other modifications are in writing and executed by an authorized representatives of the parties hereto.

IX. PROJECT COORDINATORS

10.1 The Project Coordinator for the County is Andrew Tischleder, Project Engineer, or designee (360)778-6224.

10.2 The Project Coordinator for the City is Steve Haugen, Superintendent – Traffic, Parking and Fiber, or designee (360)778-7811.

X. MISCELLANEOUS PROVISIONS

11.1 *Severability.* If any provision of this agreement is held to be invalid, illegal or unenforceable for whatever reason, that shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this agreement.

11.2 *Status of Employees.* Neither the City nor the County shall assume any liability for the direct payment of any salary, wages, or other compensation to any of the other party's personnel performing services hereunder or for any other liability not expressly assumed herein. No agent, employee or other representative of the Parties shall be deemed an employee of the other Party for any reason.

11.3 *Status of Agreement.* This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the City and the County. Those other agreements continue in effect according to the terms of those agreements.

11.4 *Rights and Remedies.* The rights and remedies provided in this agreement are in addition to any other rights and remedies that may be provided by law.

11.5 *Entire Agreement.* This document is the complete and exclusive agreement between the Parties. It supersedes all oral or written proposals and/or other communications between the Parties regarding the project. If applicable, recording and/or publication of this agreement shall be in accordance with RCW section 39.34.040.

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

Departmental Approval:

Approved as to Form:

Public Works Director

Senior Civil Deputy Prosecuting Attorney

Approved:

County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2023, before me personally appeared **Satpal Singh Sidhu**, to me known to be the **Executive of Whatcom County**, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

