

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201706030-1

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 <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201706030</u>	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): <u>n/a</u> CFDA#: <u>n/a</u>	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>CRP 916002</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> 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): \$ <u>156,070.00</u> This Amendment Amount: \$ <u>93,930.00</u> Total Amended Amount: \$ <u>250,000.000</u>	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: <u>by City:</u> ✓	Date: <u>9-10-21</u>
	6. Submitted to Exec.: _____	Date: <u>10-19-21</u>
	7. Council approved (if necessary): <u>AB2021-581</u>	Date: <u>10-12-21</u>
	8. Executive signed: _____	Date: <u>10-19-21</u>
	9. Original to Council: _____	Date: <u>10-19-21</u>

**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 19th day of October, 2021 for **WHATCOM COUNTY** by:

Approved as to Form:

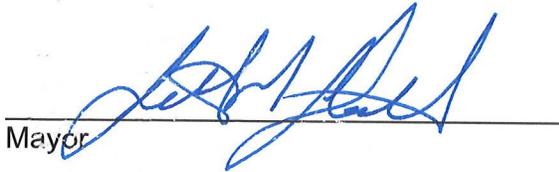


County Executive

Approved via Email - CQ/SM
Sr Deputy Prosecuting Attorney-Civil Div 9/30/21

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

Departmental Approval



Mayor



Public Works Director

Attest:

Approved as to Form:



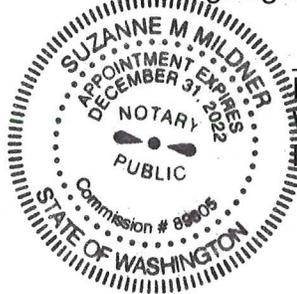
Finance Director



Office of the City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 19th day of October, 2021, 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.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires 12-31-22.

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 10 day of September, 2021, before me personally appeared **Seth Fleetwood**, to me known to be the **Mayor** of **City of Bellingham**, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires 7/28/24.

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**



James P. Karcher, P.E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Jon Hutchings
Director

Memorandum

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and
The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director *JHK*

From: James P. Karcher, P.E., County Engineer *JK*
Doug Burghart, Engineering Manager *DB*

Date: September 28, 2021

Re: **West Horton Rd. Extension; CRP No. 916002
First Amendment--Interlocal Agreement w/ the City of Bellingham; WCC #201706030
Design of West Horton Rd. Extension**

RECEIVED

OCT 19 2021

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

Attached for your review and signature are two (2) originals of the First Amendment to an Interlocal Agreement between the City of Bellingham and Whatcom County associated with the design of the West Horton Rd. Extension, CRP No. 916002.

Requested Action

Public Works respectfully requests that the County Executive sign the Interlocal Agreement amendment originals with the City of Bellingham.

Background and Purpose

The attached amendment to WCC#201706030 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, located within County right-of-way, and also within the Urban Growth Area. The decision made to not move forward with Phase 2 of the project was due to the high cost of environmental mitigation and the lack of funding to construct this segment within the next 8 to 10 years as required by the federal STP grant received for the design phase.

Funding Amount and Source

The City of Bellingham received a total of \$1,000,000 in federal STP funds for the design phase of the project, and this money has been re-obligated to the County's Marine Drive Reconstruction project, CRP 917001. The City has been reimbursed a total of \$403,612.07 for the 100% design of Horton Rd. Phase 1 and 30% design of Horton Rd. Phase 2, and will reimburse WSDOT for this amount. The County's share of this reimbursement is \$250,000. Expenditure authority for the payment to the City for this amount will be accomplished through a budget transfer made possible as a result of the STP funds now available for Marine Drive instead of local road funds.

Please contact Doug Burghart at extension 6277 if you have any questions or concerns regarding this agreement.