

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	

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: \_\_\_\_\_

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.	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 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): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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: _____
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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: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**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 on a time and materials basis an amount, not to exceed \$22,100.00 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 representative 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.

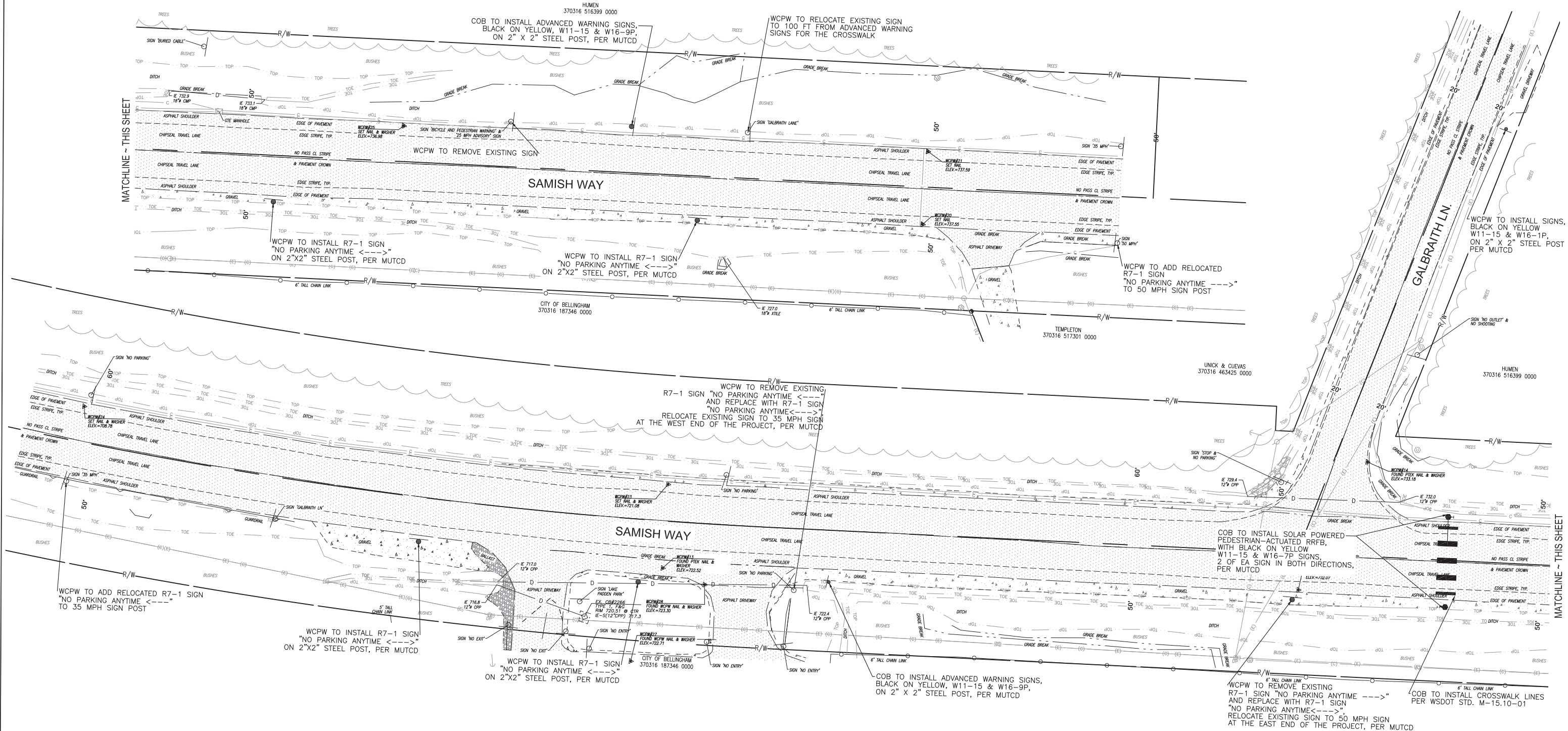






# EXHIBIT

DEPARTMENT OF PUBLIC WORKS  
322 N. COMMERCIAL ST., SUITE 301  
BELLINGHAM, WA 98225  
(360) 778-6210



CRP: 919005  
 DRAWN BY: KFA  
 CHECK BY: AT  
 DRAWING: 919005 X EXBT

## SAMISH WAY & GALBRAITH LANE PROPOSED CROSSWALK IMPROVEMENTS

DATE: JULY 25, 2023

SHEET: 1 OF 1