



WHATCOM COUNTY CONTRACT INFORMATION SHEET (CIS)

Whatcom Co. Contract #:
202507029-2

Originating Department: 90 - Public Works
Division: 9080 - Ferry
Program: 908000 - Ferry
Contract or Grant Administrator: Laura Frolich
Contractor's / Agency Name: Washington State Department of Transportation-Local Programs
Title of Agreement (optional): GCC 1234 Amendment #2

Type of Contract: Grant (Whatcom County is Grantee) (State Funds)
If amendment or renewal, original contract #: 202507029
Is this is a grant agreement? Yes If so, grantor agency contract #s: 202507029 ALN: <i>Note: Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds.</i>
Is this contract grant-funded? Yes If yes, Whatcom County grant contract number(s): 202507029
If this contract the result of an RFP? No If yes, RFP number(s):
Is this contract the result of a Bid Process? No If yes, Bid Number(s):
Does this contract involve federal reimbursement? (i.e. fed grant, cooperative agreement, pass-through fed funds, etc.) No
Procurement method: N/A - Interlocal/Grant - For interlocal agreements between governments or grant-funded contracts
Council review: Required - Grant exceeds \$40,000

Fund(s): 4900	Original Contract Amount: \$ 102,750.00 orig plus prior amend
Cost Center(s): 49001000	This Amendment Amount: \$ 260,250.00
Object Account(s): 4334.0372	Total Cumulative Amount: \$ 363,000.00

Contract term ends: June 30, 2027
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Key words/summary (optional): This amendment to WCC 202507029 is intended to carry out ESSB 5161, section 224, as directed in the 25-27 Transportation Budget which provides funding in the carbon emissions reduction account state appropriation for Pierce,

Contract routing (please initial & date):

Prepared by: Chantelle Russell 5/28/26

Contractor review: _____

Attorney signoff: C. Quinn 6/1/2026

AS Finance review: M Caldwell 6.3.26

IT review (if related): _____

Contractor signed: Initial
FW _____

Executive review: _____ 7/1/2026

Council approval, if necessary: _____

AB#: 2026-464
Signed by: _____

Executive signed: Satpal Sidhu 7/1/2026
1192C7C18B664E3...

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Elizabeth Kosa
Director



Administration
322 N. Commercial Street
Bellingham, WA 98225-4042
Phone: (360) 778-6282
ekosa@co.whatcom.wa.us

MEMORANDUM

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

Through: Elizabeth Kosa, Director *EK*

From: Laura Frolich, Assistant Director

Date: May 28, 2026

Re: Amendment to WCC 202507029 GCC-1234 Interagency Agreement between the State of Washington Department of Transportation, Local Programs and Whatcom County, renewal of youth zero fare policy

Enclosed for your review and signature is the second amendment of WCC contract 202507029 of Inter-agency Agreement GCC-1234, between the State of Washington Department of Transportation, Local Programs and Whatcom County.

Requested Action

Public Works respectfully requests the County Executive approve and sign the Inter-agency Amended Agreement.

Background and Purpose

Inter-agency Agreement GCC-1234, originally provided \$68,500 of state appropriated funds to support the Whatcom County Ferry with a youth zero-fare policy. As directed in the 25-27 Transportation Budget Supplemental, ESSB 5161, this agreement is intended to support local ferries to eliminate fares for passengers eighteen years (18) years of age and younger.

Funding Amount and Source

The amended agreement adds \$260,250 to the original reimbursable amount of \$68,500. The first amendment increased the total reimbursement amount to \$102,750. The total reimbursement amount is now \$363,000. This agreement is funded by the Washington State Department of Transportation (WSDOT) 25-27 Transportation Budget Supplemental, ESSB 5161.

This reimbursement opportunity with WSDOT will provide additional funding to the Ferry Fund (cost center 49001001) to support the Lummi Island ferry operations.

Reimbursement for youth fares will be processed upon invoicing provided to WSDOT per the terms in the agreement.

Please contact Public Works Assistant Director, Laura Frolich, at extension 6205, or Financial Services Manager, Julia Green, at extension 6313 if you have any questions or concerns regarding the terms of this agreement.

GCC 1234
AMENDMENT NO. 2

This Amendment No. 2 is between Whatcom County (COUNTY) and the Washington State Department of Transportation, Local Programs (WSDOT), collectively the “Parties” and individually the “Party.”

RECITALS

1. The Parties entered into Agreement GCC 1234 Amendment No. 1 (Agreement) on April 3, 2026.
2. The provisions of Section 5, AGREEMENT ALTERATIONS AND AMENDMENTS, allows for changes to the Agreement, provided they are mutually agreed upon by the Parties in writing.

Now therefore, pursuant to the 2026 Supplemental Transportation Budget, ESSB 6005, Section 223, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof it is mutually agreed as follows:

1. Section 2 GENERAL, is hereby amended to edit the maximum amount WSDOT shall reimburse the COUNTY during the Period of Performance set forth in paragraph 4 shall not exceed from One Hundred Two Thousand Seven Hundred Fifty Dollars (\$102,750) to Three Hundred Sixty-Three Thousand Dollars (\$363,000).
2. All other terms and conditions of GCC 1234 shall remain in full force and effect except as modified by this Amendment No. 2.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the parties hereto have executed this Amendment No.2 as of the party’s date last signed below.

Whatcom County	Washington State Department of Transportation
By: DocuSigned by: <i>Laura Frolich</i>	By: DocuSigned by: <i>Jay Drye</i>
Printed: D7CB7F60168A4EE...	Printed: Jay Drye D0E4F87CC8934C3...
Title: Public Works Director	Title: Local Programs Director
Date: 7/1/2026	Date: 7/1/2026



Local Programs
310 Maple Park Avenue S.E.
P.O. Box 47390
Olympia WA 98504-7390
360-705-7370
www.wsdot.wa.gov

May 20, 2026

Ms. Elizabeth Kosa
Public Works Director
Whatcom County
322 N. Commercial Street, Suite 201
Bellingham, WA 98225

Subject: Ferry Agreement

Dear Ms. Kosa:

WSDOT is pleased to inform you that the 2026 Supplemental Transportation Budget provides an increase in the amount of funding allocated to Whatcom County for the zero-youth fare subsidy program. Enclosed for your review and signature is Interagency Agreement GCC 1234 Amendment No. 2, which increases the subsidy amount to \$363,000. After execution, this agreement will remain in effect until June 30, 2027.

To authorize the funding for this program you must sign and return the agreement to eileen.leingang@wsdot.wa.gov. Once we receive a signed copy from you, a fully executed agreement with WSDOT's added signature will be returned for your records.

Thank you for your assistance in finalizing this amendment. We appreciate the opportunity to continue building this partnership with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jay Drye', is written over a light blue horizontal line.

Jay Drye
Director, Local Programs
Local Programs

JD:el:cdm

Attachment

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Elizabeth Kosa
Director



Administration
322 N. Commercial Street
Bellingham, WA 98225-4042
Phone: (360) 778-6282
ekosa@co.whatcom.wa.us

MEMORANDUM

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

Through: Elizabeth Kosa, Director *EK*

From: Laura Frolich, Assistant Director *LBF*

Date: February 17, 2026

Re: Amendment to WCC 202507029 GCC-1234 Interagency Agreement between the State of Washington Department of Transportation, Local Programs and Whatcom County, renewal of youth zero fare policy

Enclosed for your review and signature is the first amendment of WCC contract 202507029 of Interagency Agreement GCC-1234, between the State of Washington Department of Transportation, Local Programs and Whatcom County.

Requested Action

Public Works respectfully requests the County Executive approve and sign the Interagency Amended Agreement.

Background and Purpose

Interagency Agreement GCC-1234, originally provided \$68,500 of state appropriated funds to support the Whatcom County Ferry with a youth zero-fare policy. As directed in the 25-27 Transportation Budget Supplemental, ESSB 5161, this agreement is intended to support local ferries eliminate fares for passengers eighteen years (18) years of age and younger.

Funding Amount and Source

The amended agreement adds \$34,250 to the original reimbursable amount is \$68,500. The total reimbursement amount is now \$102,750. This agreement is funded by the Washington State Department of Transportation (WSDOT) 25-27 Transportation Budget Supplemental, ESSB 5161.

This reimbursement opportunity with WSDOT will provide additional funding to the Ferry Fund (cost center 49001001) to support the Lummi Island ferry operations.

Reimbursement for youth fares will be processed upon invoicing provided to WSDOT per the terms in the agreement.

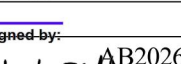
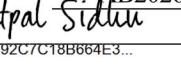
Please contact Public Works Assistant Director, Laura Frolich, at extension 6205, or Financial Services Manager, Julia Green, at extension 6313 if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202507029-1

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Ferry-908000
Contract or Grant Administrator:	Laura Frolich
Contractor's / Agency Name:	Washington State Department of Transportation-Local Programs
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 #: 202507029	
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): _____ ALN: _____ Complete ALN field if contract involves direct federal grants/ cooperative agreements or pass-through federal funds.	
Is this contract grant funded? Yes ☒ No ☐ If yes, Whatcom County grant contract number(s): 2024090917	
Is this contract the result of a RFP or Bid process? Contract _____ Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 49001001	
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): \$ 68,500.00 This Amendment Amount: \$ 34,250.00 Total Amended Amount: \$ 102,750.00	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000 , and grants exceeding \$40,000 and 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 amendment to WCC 202507029 is intended to carry out ESSB 5161, Section 224, as directed in the 25-27 Transportation Budget which provided funding in the carbon emissions reduction account-state appropriation for Pierce, Skagit, and Whatcom county ferries to eliminate fares for passengers eighteen (18) years and younger.	
Term of Contract: July 1, 2025	Expiration Date: June 30, 2027

Contract Routing:	1. Prepared by: Chantelle Russell	Date: 02/17/26
	2. Attorney signoff: Tom Seguire	Date: 02/27/26
	3. AS Finance reviewed: 	Date: _____
	4. IT reviewed (if IT related): 	Date: _____
	5. Contractor signed: FW	Date: _____
	6. Executive contract review: 	Date: 4/3/2026
	7. Council approved, if necessary: Satpal Sidhu	Date: _____
	8. Executive signed: 	Date: 4/3/2026
	9. Original to Council: 	Date: _____

GCC 1234
AMENDMENT NO. 1

This Amendment No. 1 is between Whatcom County (COUNTY) and the Washington State Department of Transportation, Local Programs (WSDOT), collectively the “Parties” and individually the “Party.”

RECITALS

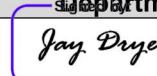
- 1. The Parties entered into Agreement GCC 1234 on July 30, 2025, hereinafter “Agreement”, and
- 2. The provisions of Section 5, AGREEMENT ALTERATIONS AND AMENDMENTS, allows for changes to the Agreement, provided they are mutually agreed upon by the Parties in writing; and

Now therefore, pursuant to ESSB 5161, Section 224, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof it is mutually agreed as follows:

- 1. Section 2 GENERAL, is hereby amended to edit the maximum amount WSDOT shall reimburse the COUNTY during the Period of Performance set forth in paragraph 4 shall not exceed from Sixty-Eight Thousand Five Hundred Dollars (\$68,500) to One Hundred Two Thousand Seven Hundred Fifty dollars (\$102,750).
- 2. All other terms and conditions of GCC 1234 shall remain in full force and effect except as modified by this Amendment No. 1.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the parties hereto have executed this Amendment No.1 as of the party’s date last signed below.

Whatcom County	Washington State Department of Transportation
By: 	By: 
Printed: Elizabeth Kosa	Printed: Jay Drye
Title: Public Works Director	Title: Local Programs Director
Date: 4/3/2026	Date: 4/3/2026

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Elizabeth Kosa
Director



Administration
322 N. Commercial Street
Bellingham, WA 98225-4042
Phone: (360) 778-6210
ekosa@co.whatcom.wa.us

MEMORANDUM

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

Through: Elizabeth Kosa, Director *EK*

From: Laura Frolich, Assistant Director

Date: June 17, 2025

Re: GCC-1234 Interagency Agreement between the State of Washington
Department of Transportation and Whatcom County, renewal of youth zero
fare policy

Enclosed for your review and signature is a copy of Interagency Agreement GCC-1234,
between the State of Washington Department of Transportation and Whatcom County.

Requested Action

Public Works respectfully requests the County Executive approve and sign the Interagency
Agreement.

Background and Purpose

Interagency Agreement GCC-1234, provides \$68,500 of state appropriated funds to support
the Whatcom County Ferry with a youth zero-fare policy. As directed in the 25-27
Transportation Budget Supplemental, ESSB 5161, this agreement is intended to support local
ferries eliminate fares for passengers eighteen years (18) years of age and younger.

Funding Amount and Source

The total annual reimbursable amount is \$68,500. This agreement is funded by the
Washington State Department of Transportation (WSDOT) 25-27 Transportation Budget
Supplemental, ESSB 5161.

This reimbursement opportunity with WSDOT will provide additional funding to the Ferry Fund
(cost center 49001001) to support the Lummi Island ferry operations.

Reimbursement for youth fares will be processed upon invoicing provided to WSDOT per the
terms in the agreement.

Please contact Public Works Assistant Director, Laura Frolich, at extension 6205, or
Accounting Supervisor, Julia Green, at extension 6313 if you have any questions or concerns
regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202507029

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Ferry (49001001)
Contract or Grant Administrator:	Laura Frolich
Contractor's / Agency Name:	Washington State Department of Transportation
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 #: GCB-4106	
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): 2024090917	
Is this contract the result of a RFP or Bid process? Contract _____ Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 49001001	
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): \$ 68,500 This Amendment Amount: \$ 0 Total Amended Amount: \$ 68,500	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 Agreement is intended to carry out ESSB 5161, Section 224, as directed in the 25-27 Transportation Budget which provided funding in the carbon emissions reduction account-state appropriation for Pierce, Skagit, and Wahkiakum county ferries to eliminate fares for passenger eighteen (18) years of age and younger.	
Term of Contract: July 1, 2025	Expiration Date: June 30, 2027

Contract Routing:	1. Prepared by: L. Cummings	Date: 6/17/25
	2. Attorney signoff: Christopher Quinn	Date: 6/23/2025
	3. AS Finance reviewed: bbennett	Date: 07/09/2025
	4. IT reviewed (if IT related): Initial	Date: _____
	5. Contractor signed: JL	Date: _____
	6. Executive contract review: DocuSigned by: _____	Date: 7/29/2025
	7. Council approved, if necessary: Satpal Sidhu	Date: 7/29/2025
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 16, 2025

Ms. Elizabeth Kosa
Public Works Director
Whatcom County
322 N. Commercial Street, Suite 201
Bellingham, Washington 98225

Subject: Ferry Agreements

Dear Ms. Kosa:

Enclosed for your review and signature are Interagency Agreement GCC 1231, renewing the operating deficit agreement for the Whatcom County Ferry, and Interagency Agreement GCC 1234, renewing the zero youth fares agreement. After execution, these agreements will be in effect from July 1, 2025, until June 30, 2027.

To authorize the funding for these programs you must sign and return the agreements to eileen.leingang@wsdot.wa.gov. Once we receive the signed copies from you, the fully executed agreements with WSDOT's added signature will be returned for your records.

Thank you for your assistance in finalizing these agreements. We appreciate the opportunity to build this partnership with you.

Sincerely,

A handwritten signature in black ink that reads 'Eileen Leingang'. The signature is written in a cursive, flowing style.

Eileen Leingang
Finance and Administration Manager
Local Programs

EL:ml
Enclosure

**GCC-1234
INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON**

Department of Transportation, Local Programs

**AND
Whatcom County**

THIS AGREEMENT is between the Washington State Department of Transportation, Local Programs, hereinafter referred to as "WSDOT," and Whatcom County, hereinafter referred to as the "COUNTY," collectively the "Parties" and individually the "Party."

WHEREAS, the Transportation Budget 2025-2027 - ESSB 5161, Section 224 provides funding to support Pierce, Skagit, Whatcom, and Wahkiakum county ferries with youth zero-fare policies.

It is mutually agreed as follows:

1. PURPOSE

This Agreement is intended to carry out ESSB 5161, Section 224, as directed in the 25-27 Transportation Budget which provides funding in the carbon emissions reduction account-state appropriation for Pierce, Skagit, Whatcom, and Wahkiakum county ferries to eliminate fares for passengers eighteen years (18) years of age and younger.

2. GENERAL

WSDOT agrees to reimburse the COUNTY, no more than one (1) time per month, an amount equal to the number of documented riders eighteen (18) years and under (for that period) multiplied by the established youth fare consistent with its current schedule of tolls. The maximum amount WSDOT shall reimburse the COUNTY during the Period of Performance set forth in paragraph 4 shall not exceed Sixty-Eight Thousand Five Hundred Dollars (\$68,500).

3. BILLING PROCEDURES

- 3.1 On a monthly basis, the COUNTY shall submit an invoice to WSDOT itemizing the number of youth riders for that period multiplied by the cost of the established youth fare.
- 3.2 WSDOT agrees to reimburse the COUNTY within thirty (30) calendar days from receipt of a properly completed invoice, including all necessary supporting documentation. The total of all amounts paid to the COUNTY during the Period of Performance shall not exceed the amount set forth in Paragraph 2.
- 3.3 Each invoice voucher submitted shall include such information as is necessary to determine the exact nature of all expenditures. At a minimum, the invoice shall specify the following:
 - a. Agreement Number GCC1234
 - b. Invoice number and date of invoice

- c. The total number of youth riders for each month
- d. The established youth fare for the month
- e. The total amount due the COUNTY

3.4 The invoice shall be submitted electronically to Eileen Leingang and Andrea Johns at - eileen.leingang@wsdot.wa.gov; andrea.johns@wsdot.wa.gov

4. PERIOD OF PERFORMANCE

The term of this Agreement shall commence as of July 1, 2025, and continue through June 30, 2027, unless terminated sooner as provided herein.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

6. TERMINATION

This Agreement may be terminated, without penalty or further liability as follows:

6.1 Termination for Cause:

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

6.2 Termination for Withdrawal of Authority:

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

6.4 Termination for Non-Allocation of Funds:

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than seven (7) calendar days in advance of termination.

6.5 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the WSDOT agrees to reimburse the COUNTY for costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

6.6 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior **to termination**.

7. MAINTENANCE OF RECORDS

- 7.1 The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all costs associated with this Agreement. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- 7.2 The total cash payment to the COUNTY during any biennium shall not exceed the amount appropriated by the legislature for such purpose. If, through audit findings or by other means, it is determined that the COUNTY has been paid any erroneous payment or overpayment under this agreement, the COUNTY agrees to refund the excess amount to WSDOT within thirty (30) calendar days from written notice of the overage paid. The COUNTY agrees that should it fail to make such refund as provided, WSDOT shall withhold the overage amount paid from future funds due to the COUNTY. This provision of the Agreement shall survive termination.

8. HOLD HARMLESS AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.
- 8.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose, only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 8.3 This indemnification and waiver will survive the termination of this agreement.

9. LIABILITY

WSDOT shall assume no liability or responsibility for the COUNTY's Ferry, its personnel, assets or operations and maintenance, except for statutory funding as identified in this Agreement.

10. DISPUTES

The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

- a. The representative, as shown herein designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
- b. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to this Section. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- c. In the event the representatives cannot resolve the dispute or issue, the entity, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- d. In the event the entity and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the entity and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

11. GOVERNANCE

- 11.1 This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 11.2 In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Applicable state and federal statutes and rules; and
 - b. Any other provisions of this Agreement, including materials incorporated by reference.

12. VENUE

In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

13. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the Party and attached to the original Agreement.

14. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of

applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

15. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. 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.

16. AGREEMENT MANAGEMENT

The program manager for each of the Parties shall be responsible for and shall be the contact person for communications regarding the performance of this Agreement.

Program Manager for WSDOT: Jay Drye, Director, Local Programs, P.O. Box 47390, Olympia, WA 98504-7390.

Program Manager for Whatcom County: Elizabeth Kosa, Public Works Director, Whatcom County, 311 Grand Avenue, Bellingham, WA 98225

Or, to such other persons and/or addresses as may be specified from time to time by notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of the day, month, and year last signed below.

WHATCOM COUNTY
PUBLIC WORKS

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Laura Frolich

Elizabeth Kosa, Public Works
Director

Date: 7/29/2025

Signed by:

Jay Drye

Jay Drye, Local Programs Director

Date: 7/30/2025