

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

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|--|---|
| Originating Department: | Whatcom County Parks |
| Division/Program: (i.e. Dept. Division and Program) | Maintenance & operations / Parks |
| Contract or Grant Administrator: | Christ Thomsen |
| Contractor's / Agency Name: | Back Country Horsemen of Washington, Whatcom County Chapter |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ 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): _____ CFDA#: _____ 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: 10008087 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 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): \$ 0 This Amendment Amount: \$ 0 Total Amended Amount: \$ 0 Summary of Scope: 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. Renewal of a lease agreement between Whatcom County and Back Country Horsemen of Washington, Whatcom County Chapter. The lease allows for certain portions of the Y Road Landfill property to be used as a trailhead and off-road parking for horse related recreational activities. Back Country Horsemen agree to maintain the leased area, keep the property free of litter and garbage, and hold Whatcom County harmless for activities taking place on the site. Term of Contract: five years Expiration Date: April 15, 2030 | |

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|-------------------|---|-----------------|
| Contract Routing: | 1. Prepared by: B Knox | Date: 3/21/2025 |
| | 2. Attorney signoff: Brandon Waldron (via e-mail) | Date: 3/21/2025 |
| | 3. AS Finance reviewed: A. Tan (via e-mail) | Date: 3/31/2025 |
| | 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: |

LETTER OF AGREEMENT

Between The Back Country Horsemen of Washington, Whatcom County Chapter and Whatcom County Parks & Recreation Department for Use of the Y-Road Access

WHEREAS, the Back Country Horsemen of Washington (BCHW) Whatcom County Chapter (BCHWC) and Whatcom County, through its Parks & Recreation Department (WCPRD) desire to enter into a Letter of Agreement for the maintenance and upkeep of the Y-Road Access as described in Exhibit A;

WHEREAS, the Back Country Horsemen of Washington Whatcom County Chapter have successfully maintained the Y-Road access for over the past twenty years;

WHEREAS, this access provides important public parking and trail access for horse riders on Stewart Mountain and;

WHEREAS, BCHWC and the County through its Parks & Recreation Department desire to continue to provide this access for the public and;

WHEREAS, BCHWC has committed to the ongoing care and maintenance for this trailhead;

NOW, THEREFORE, in consideration of the promises and commitments made herein, it is agreed as follows:

- I. Purpose:** To provide a safe and usable public trail access primarily serving horse riders using Stewart Mountain.
- II. Back Country Horsemen of Whatcom County Agrees to:**
 - A. Maintain the grounds and trailhead to a level acceptable to WCPRD.
 - B. Not allow access to the capped, grass-covered, landfill area other than to mow the fence line as necessary.
 - C. Report any hazards, incidents or other public safety or environmental concerns to the WCPRD.
 - D. Not make any improvements to the site without prior authorization of the WCPRD.
 - E. Organize work parties on an "as needed" basis to maintain the grounds and trails and report such hours and attendance to WCPRD.

F. Maintain and provide proof of insurance acceptable to the Whatcom County Risk Manager in the following amounts:

For the duration of this agreement BCHWC shall carry general liability and property damage insurance satisfactory to the County with the following minimums:

- General Liability Aggregate Limit - \$2,000,000
- General Liability, per occurrence - \$1,000,000
- Property Damage, per occurrence - \$1,000,000
- Business Automobile Liability - \$1,000,000

County shall be named as an additional insured on BCHWC insurance. This insurance shall be considered as primary and shall waive all rights of subrogation. The County's insurance shall be noncontributory. BCHWC will provide the County a Certificate of Insurance and policy endorsement for the above terms and shall be given notice of renewals and/or cancellations twenty (20) days prior to their occurrence.

A copy of the insurance policy maintained by the state organization of Back Country Horsemen, which covers the activities of the local chapter, in the amounts stated above, shall suffice to meet this requirement as to the proof of insurance and minimum coverage. However, all necessary Endorsements will need to be provided naming Whatcom County as an additional insured, including waiver of subrogation, primary and noncontributory.

G. To the fullest extent permitted by law, the Provider ("Provider" in this Agreement provision means BCHW and BCHWC) agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation and / or benefits derived in this Agreement, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

The Provider agrees all Providers' indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

H. BCHWC agrees to not discriminate or deny access to any person with regard to age, sex, marital status, sexual orientation, race, creed, color, national origin, religion, Vietnam-Era or disabled veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a disabled person.

I. BCHWC enters into this agreement with full knowledge of the former use of the premises as a landfill site and agrees that its members will not maintain any action against County for damages attributed or attributable to conditions, either patent or latent, resulting from the former use of the premises. BCHWC further agrees to indemnify County for the costs of defending against any such claims, and for any damages resulting from such claims, brought by BCHWC or its members.

III. The Parks & Recreation Department Agrees to:

A. Acknowledge BCHWC as the primary volunteer group that is providing fundraising, maintenance, and improvements to the Y-road access.

B. Provide technical assistance with permitting, planning, and site improvements.

C. Serve as the coordinator and liaison with the Whatcom County Health Department which has oversight and custodianship of the property.

D. Assist in maintenance and improvement efforts as funding and time permits.

IV. Term of Agreement:

This agreement shall be for a term of five (5) years and may be renewed for another five (5) year term afterward. BCHWC and WCPRD shall consult at least annually on the state of the property and agreement. This agreement may be terminated by either party upon sixty (60) days written notice.

V. Notice:

All notices under this Agreement shall be made in writing or by e-mail to the following:

Back Country Horsemen

Attn: Roger Edmonds

1992 Harmony Road

County: Operations Manager

Whatcom County Parks & Recreation

3373 Mt. Baker Hwy

Bellingham, WA 98226
360 966-9117, 739-2619

Bellingham, WA 98226
(360) 778-5850

VI. Miscellaneous Provisions:

COST SHARING: Parties acknowledge a past expired Letter of Agreement regarding cost sharing for rental and maintenance of an ADA-accessible sani-can at the Y-Road Trailhead. The referenced sani-can was removed in 2023 due to excessive vandalism. Should future conditions warrant and upon mutual agreement, provided in writing, the parties may agree to the following:

WCPR and BCHWC will each pay 50% of the annual costs associated with rental and maintenance of an ADA-accessible sani-can at the Y-Road Trailhead. The monthly rate would be established by mutual agreement and may increase during the remaining term of this agreement.

WCPR will pay all invoices to the vendor and coordinate service needs

WCPR will annual bill BCHWC for BCHWC's portion of the costs.

WAIVER: No failure by a party hereto to insist upon strict performance of any covenant, duty, term, or condition of this Agreement, or to exercise any right or remedy for breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, term or condition. Additionally, no waiver shall affect or alter this Agreement and each and every covenant, duty, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

IN WITNESS HEREOF, Whatcom County has executed this agreement this ____ day of _____, 2025.

COUNTY'S Administrative Officer:

Christ Thomsen, Operation Manger
Whatcom County Parks & Recreation
3373 Mt. Baker Highway
Bellingham WA 98226
(360) 778-5850
cthomsen@co.whatcom.wa.us

DATED this 3 day of April, 2025

FOR THE BACK COUNTRY HORSEMENT OF WASHINGTON WHATCOM COUNTY CHAPTER:

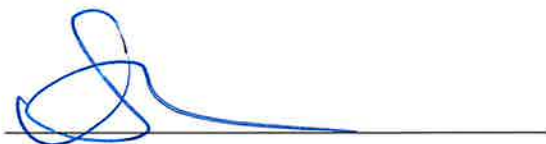
BY: 

Roger Edmonds, President

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 3rd day of April, 2025, personally appeared before me
Roger Edmonds to be known to be the individual described in and who
executed the within and foregoing instrument, and acknowledged that she signed the same as
her free and voluntary act and deed, for the uses and purposed therein mentioned.

Given under my hand and seal this 3rd day of April, 2025



NOTARY PUBLIC in and for the State
of Washington, residing at

Bellingham
My Commission expires: 4/27/2026

Executed as of the date first written above.



Satpal Sidhu, County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ____ day of _____, 2025, before me personally appeared Satpal Sidhu, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this _____ day of _____, 2025

NOTARY PUBLIC in and for the State
of Washington, residing at

My Commission expires:

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT


Bennett Knox, Director

APPROVED AS TO FORM:

Approved via e-mail (3/21/25)
Brandon Waldron, Civil Deputy Prosecuting Attorney

EXHIBIT A

The Letter of Agreement to which this exhibit is attached is for the following described real estate situated in Whatcom County, State of Washington:

The North half of the West half of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19, Township 38 North, Range 4 East, W.M., less road.

More specifically, the agreement provides for the use for parking on a portion of the above-described property and trail, that portion being depicted more fully on attached Exhibit B.

[illegible]

Whatcom County Health Dept

Horse, Bike, Hike Pass Thru

Pedestrian
Pass Thru

Gravel Path
To DNR Olsen Creek
Trail System

Privately Property

Index

BANKS

