



Contract Coversheet

Contract: C2400129
Amendment: N/A

Supplier Whatcom Council of Governments	Department Public Works	Originator Mary Newby	
Classification Interlocal Agreement	Project Name WCOG ILA for Parkview Safe Routes to School	Project Manager Riley Grant	
Original Amount \$22,758.00	Maximum Amount	Total Amendment Change	Current Amendment Amount
Type SM - Services/Mixed	Structure ST - Standard	Agreement Type STANDARD - Standard Contract Agreement/Terms	
Termination Date 12/31/2024	Amended Termination Date	Compliance Type Insurance not required	
Retainage %	Retainage Comments		
Renewal Date	Renewal Notes		

Additional Contract Notes:

Whatcom Council of Governments - Safe Routes to School Education and Outreach - Council Approval: 6/26/2023

Contacts:

Riley Grant - ragrant@cob.org
Michelle Grandy - michelle@wcog.org
Mike Wilson - mlwilson@cob.org
Contracts - contracts@cob.org
PWFS - pwfinsvcntr@cob.org

**INTERLOCAL AGREEMENT BETWEEN
CITY OF BELLINGHAM
AND
WHATCOM COUNCIL OF GOVERNMENTS
FOR
PARKVIEW SAFE ROUTES TO SCHOOL EDUCATION AND OUTREACH**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the CITY OF BELLINGHAM, a first-class city of the State of Washington (the “City”), and the WHATCOM COUNCIL OF GOVERNMENTS (“WCOG), a regional agency (collectively, “the Parties”), pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (“RCW”).

RECITALS

WHEREAS, WCOG operates the Whatcom Smart Trips program, a collection of programs and tools that assist community members in using sustainable transportation modes, including youth and school-based programs; and

WHEREAS, the City received funding for Parkview Elementary multimodal transportation improvements through the Washington Department of Transportation Safe Routes to School (SRTS) program, which has the goal to improve safety and mobility for children by enabling and encouraging them to walk and bicycle to school; and

WHEREAS, the SRTS funding requires community education and encouragement to support the use of the transportation improvements; and

WHEREAS, RCW 39.34 provides for interlocal cooperation between governmental entities and authorizes interlocal agreements to accomplish mutually beneficial purposes in the public interest.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Project.** The scope of work for the project is generally described as follows and in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference: Provide appropriate and relevant community education and encouragement programs for Parkview Elementary school to raise awareness of how to use the new transportation facilities, increase multimodal trip making and compliment community safety initiatives (the “Project”).

2. **Administration.** WCOG shall administer the planning and implementation of the project. The parties are not creating any new or separate organization or entity to administer the provisions of this Agreement.

3. **Payment and Withdrawal of Grant Funds.** The City shall disburse the \$22,758 grant dollars ("Grant Amount") to WCOG on a reimbursement basis in one lump sum at the end of the Project or in installments throughout the Project, at WCOG's option. Payment shall be made within thirty (30) calendar days of receipt of an invoice (or invoices) supported by a standard accounting statement reporting WCOG's payment of costs chargeable against the Grant Amount.

4. **Term of Agreement.** Notwithstanding the date of execution hereof, this Agreement shall terminate by its own terms on December 31, 2024, or upon completion of the Project, whichever is earlier, unless the Agreement is terminated or extended by the parties pursuant to the terms herein.

5. **Non-compliance, Default and Termination.**

5.1 Non-compliance.

- a) If the City determines that WCOG has failed to comply with the material terms and conditions of this Agreement or the Scope of Work, the City shall notify WCOG in writing of the alleged noncompliance. WCOG shall provide a written response within fourteen (14) calendar days of receipt of such notice, which shall include either (i) a detailed plan to correct the non-compliance, (ii) a request to amend the Scope of Work, or (iii) a denial.
- b) WCOG shall have thirty (30) calendar days from its written response to the City to make reasonable progress toward (i) coming into compliance with this Agreement or its Scope of Work, or (ii) securing any City-approved amendment to the Scope of Work.
- c) If WCOG disputes non-compliance, the City shall promptly investigate the dispute. The City may in its sole discretion require WCOG to stop incurring additional Project costs during the investigation that would otherwise be chargeable against the Grant Amount. WCOG shall be solely obligated to pay any additional costs that it elects to incur during such suspension of work.

5.2 Default. WCOG is in default if:

- a) WCOG is not making reasonable progress toward coming into compliance with this Agreement and/or the Scope of Work, including any approved amendments thereto; and
- b) After investigation of any denial, the City confirms WCOG's noncompliance.

5.3 Termination

- a) *For Cause.* In the event of default, the City shall deliver a written notice of termination of this Agreement to WCOG. Upon receipt of

such notice, WCOG shall immediately stop incurring costs chargeable against the Grant Amount or be prepared to pay such costs on its own. The City shall disburse the Grant Amount only to the extent necessary to reimburse WCOG for eligible costs incurred prior to the date of termination.

- b) *For Reduction in Funding.* In the event that the City's funding is reduced or limited in any way after the effective date of this Agreement but prior to disbursement of all of the Grant Amount, the City may summarily terminate this Agreement without further liability to WCOG other than payment for grant eligible work completed on the Project prior to the date of termination or amounts that is otherwise obligated to pay on the Project at the time of such termination.

9. **Dispute Resolution.** The dispute resolution process outlined in this section applies to disputes arising under or in connection with the terms of this Agreement.

9.1 The Parties shall make good faith efforts to quickly and collaboratively resolve disputes informally through good faith discussions.

9.2 In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.

9.3 The Parties shall have no right to seek relief in a court of law unless and until the dispute resolution process set forth above has been exhausted.

10. **Governance, Venue, and Attorneys Fees.** The Agreement shall be governed by the laws of the State of Washington and venue of any action brought hereunder shall be in the Superior Court for the State of Washington, Whatcom County. Each Party shall bear its own attorneys' fees and costs.

11. **Indemnification.** To the fullest extent permitted by law, each party shall defend, indemnify and hold harmless the other party from claims, demands, damages, causes of action, or suits of any kind arising from such party's acts or omissions under this Agreement. For purposes of this provision the term "party" includes the party itself and its employees, agents, consultants, subconsultants, contractors and subcontractors. Such duty to defend, indemnify and hold harmless shall extend to and apply to any claim demand, damages, causes of action, or suit made by the indemnifying party's employee, and to this limited extent only, the parties waive any exclusivity protection afforded by the Washington State Industrial Insurance Act, RCW Title 51. Nothing herein requires a party to waive exclusivity protections in any action brought against that party by one of its own employees.

12. **Party Representatives.** The City designates **Riley Grant** as its representative for this Agreement. The WCOG designates **Michelle Grandy** as its representative for this Agreement.

13. **Notice.** Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (a) by United States mail or (b) by email, provided

that such telecopy shall be immediately followed by delivery of such notice pursuant to clause (a) above. Any such notice shall be addressed as follows, subject to the right of a party to designate a different address by itself by notice similarly given:

For the City:

Riley Grant
City of Bellingham
2221 Pacific Street
Bellingham, WA 98229
ragrant@cob.org

For WCOG:

Michelle Grandy
314 E Champion St
Bellingham, WA 98225
michelle@wcog.org

14. **Independent Capacity.** The City and WCOG are independent governments. Except as expressly provided herein, neither Party shall be liable for the acts or omissions of the other or their respective public officials, employees, or agents.

15. **Entire Agreement and Modifications.** This Agreement shall constitute the entire agreement between the Parties and supersedes all previous written or oral agreements between the Parties. Any amendment or modification of this Agreement shall only be enforceable through a written document executed by both parties.

16. **Compliance with Applicable Laws.** The Parties shall abide by all applicable federal, state and local laws, ordinances and rules when performing under the terms of this Agreement.

EXECUTED this 15th day of June 2023, for the **WHATCOM COUNCIL OF GOVERNMENTS**, by:

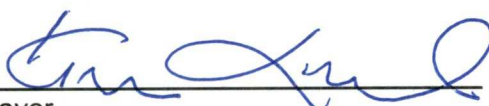


Hugh Conroy (Jun 15, 2023 09:36 PDT)

Executive Director

EXECUTED this the 28th day of February 2023, for the **CITY OF BELLINGHAM**
by:

Departmental Approval:




Mayor

Attest:



Finance Director



for Eric Johnston
Department Head

Approved as to Form:



Office of the City Attorney