



# Contract Coversheet

Contract: C2400129  
Amendment: N/A

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

## 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 15<sup>th</sup> day of June 2023, for the **WHATCOM COUNCIL OF GOVERNMENTS**, by:



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

Executive Director


EXECUTED this the 28<sup>th</sup> 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

July 9, 2021

Mr. Eric Johnston  
Public Works Director  
City of Bellingham  
104 West Magnolia Street, Suite 109  
Bellingham, Washington 98225

**Parkview ES Safe Routes to School Improvements  
2021-23 Safe Routes to School Program  
Federal Funding**

Dear Mr. Johnston:

WSDOT is pleased to advise you that the above-mentioned project was selected to receive funding through the Safe Routes to School program. The federal funding is limited as shown below:

**Parkview ES Safe Routes to School Improvements** **\$1,620,000**  
**Scope:** See attached project summary.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
  - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
  - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
  - ✓ Funding and billing forms;
  - ✓ Quarterly Project Report required to be completed by the end of March, June, September, and December each year. To access the database you will need an account name and password. Your account name is **Bellingham** and your password is **Belli718**. The password is case sensitive.

As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance please contact, Mehrdad Moini, your Region Local Programs Engineer, at 206.440.4734.

Sincerely,  
*Stephanie Tax*  
Stephanie Tax  
Interim Director  
Local Programs

Attachment

SJT:cc:sas

cc: Bob Wilson, Executive Director, WCOG  
Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121

# Project Summary

**Program:** Safe Routes To School

**Date:** May 2021

**Agency:** Bellingham

**Project Title:** Parkview ES Safe Route to School Improvements

**Project Description:** Green pavement markings, curb extensions, marked crosswalks (includes illumination), pedestrian crossing advance stop bars, rectangular rapid flashing beacon, raised crosswalk, lane width reduction, road reconfiguration, ADA curb ramp retrofits, audible pedestrian signal, bicycle boulevard conversion, bicycle wayfinding signs and markings, standard bike lanes, sidewalk with curb, safe routes to school walk or bike encouragement program, safe routes to school safety education program, and removal of on-street parking

## Detailed Project Description:

- 1) West Illinois St between Sunset and Meridian:
  - a. 2475 feet of parking lane reduction/removal (Road Reconfiguration) on one side; Lane width reductions, where necessary; Bike lanes installed on both sides of the road
- 2) West Illinois/Vallette intersection:
  - a. 1 Curb extension (bulb-out)
  - b. 1 Marked crosswalk (includes illumination)
  - c. 2 ADA curb ramps
  - d. 2 Pedestrian Crossing Advance Stop Bars
  - e. 1 Rectangular Rapid Flashing Beacon (RRFB)
  - f. 1 Audible Pedestrian Signal
  - g. 1 Pedestrian Countdown Signal
- 3) West Indiana Street (Cornwall to Vallette):
  - a. 800 linear feet of 5-foot sidewalk with 3-4 foot landscape strip, where feasible
- 4) Cornwall Avenue (W. Illinois to W. Indiana):
  - a. 500 linear feet of 5-foot sidewalk with 3-4 foot landscape strip, where feasible
- 5) Cornwall/West Indiana intersection:
  - a. Realignment of intersection
  - b. 1 Raised Crosswalk
  - c. 1 Flashing Beacons (Standard) – 20 mph school zone
  - d. 1 Marked crosswalk (includes illumination)
  - e. 2 ADA curb ramps
  - f. 2 Pedestrian Crossing Advance Stop Bars
- 6) Cornwall/West Illinois intersection:
  - a. 1 Green Bike Box with 50 feet of Green Pavement Markings
  - b. 1 Sign Prohibiting Right Turns on Red
- 7) Coolidge Avenue (W. Illinois to Parkview Elementary School):
  - a. 1,060 linear feet of 5-foot sidewalk with 3-4 foot landscape strip, where feasible
- 8) West Illinois/Sunset Drive intersection:
  - a. ADA curb ramps and crosswalks
- 9) Vallette Street Bicycle Wayfinding Signs for existing Bike Boulevard markings
- 10) A Safe Routes to School Walk or Bike Encouragement Program (Part of Match)
- 11) A Safe Routes to School Safety Education Programs (Part of Match)



**Project Schedule:**

Begin PE	9/22
Environmental Documents Approved	3/23
Right-of-Way Approved	3/23
Estimated Contract Ad	4/23
Estimated Contract Award Date	5/23
Open to Traffic	9/23
Design Complete (Design-only projects)	N/A

**Project Cost and Award Amount:**

Phase	Total Project Cost	Amount Requested	Amount Awarded
Preliminary Engineering	\$203,000	\$0	\$0
Right-of-Way	\$0	\$0	\$0
Construction	\$1,817,000	\$1,620,000	\$1,620,000
<b>Total</b>	<b>2,020,000</b>	<b>\$1,620,000</b>	<b>\$1,620,000</b>


*See next page - Bellingham TIP Project #9 Funding Sources and Construction Schedule*

If you agree to the project summary described above, please sign below and return to [Charlotte Claybrooke](#) or [Brian Wood](#).

**Concurrence:** I agree to the project summary described above.

**Approving Authority Name (Print):** [Chad Schulhauser, P.E., Assistant Director/City Engineer](#)

**Approving Authority Signature:**



**Date:** [May 27, 2021](#)

## Project #9: Parkview ES Safe Route to School Improvements

**PROJECT NARRATIVE:** Construct **Tier 3 sidewalks and Tier 3 pedestrian crossing improvements** on Cornwall Avenue, Coolidge Street, and W. Illinois Street. The BMP recommends **Tier 1 bike lanes** on both sides of W. Illinois, but this will require the removal of parking on one side of W. Illinois from Sunset to Meridian. The Bellingham School District is in the process of reconstructing Parkview Elementary School and is partnering with the City with funding toward the WSDOT for Safe Route to School grant funding. This project compliments TIP projects #8 Meridian-Girard Multimodal Safety Improvements and #10 W. Illinois Pedestrian & Bicycle Safety Improvements.

**MULTIMODAL TRANSPORTATION BENEFITS:** Access, safety, connectivity for pedestrians, bicyclists, vehicles, and freight trucks. **W. Illinois is an ADA Transition Plan High Priority.**

**PROJECT STATUS:** WSDOT grant to be awarded July 2021; PE/Design 2022; Construction 2023.

No.	PROJECT DESCRIPTION	FUNDING SOURCE	Cost Estimates (000's) 2021 Dollars							PROJECT TOTALS
			Previous		FUNDED		UNFUNDED			
			Budget	2022	2023	2024	2025	2026	2027	
9	Parkview ES Safe Route to School	T-Fund Non-Motorized		250						
	Sidewalks, ADA ramps, crosswalks,	Bham School District		150						
	parking removal, bike lanes	WSDOT Federal SRTS		1,620	Build					
	(Sunset Drive to Meridian Street)	Subtotal		2,020						2,020

**TRANSPORTATION IMPACT FEES COLLECTED**

Yes, for local public funds

**RIGHT-OF-WAY ACQUISITION NECESSARY**

No

