



Contract Coversheet

Contract: C2000407
Amendment: N/A

Supplier Whatcom Transportation	Department Public Works	Originator Becky Fager
Classification Interlocal Agreement	Project Name ILA for ES-0555 Lincoln-Lakeway Transport Study	Project Manager Christopher Comeau
Original Amount \$0.00	Maximum Amount \$0.00	Amendment Change \$0.00
Type NF - Non-Financial	Structure ST - Standard	Agreement Type NONFIN - Non-Financial Contract
Termination Date 12/31/2021	Amended Termination Date	Compliance Type
Retainage %	Retainage Comments	
Renewal Date	Renewal Notes	

7/23/20

Additional Contract Notes:

Whatcom Transportation Authority - ILA between City of Bham and WTA

Contacts:

- Christopher Comeau - ccomeau@cob.org
- Peter Stark - PeteS@ridewta.com
- Mary Newby - mnewby@cob.org
- Andy Wojciechowski - arwojciechowski@cob.org
- Finance Services - pwfinsvcntr@cob.org
- Becky Fager - blfager@cob.org

8/7/20 -> scm

**AGREEMENT BETWEEN
THE CITY OF BELLINGHAM AND
WHATCOM TRANSPORTATION AUTHORITY
FOR THE
LINCOLN-LAKEWAY MULTIMODAL TRANSPORTATION STUDY
PROJECT ES-0555**

THIS AGREEMENT BETWEEN THE CITY OF BELLINGHAM AND WHATCOM TRANSPORTATION AUTHORITY FOR THE LINCOLN-LAKEWAY MULTIMODAL TRANSPORTATION STUDY PROJECT ES-0555 ("Agreement") is entered into by and between the CITY OF BELLINGHAM, a Washington Municipal Corporation (the "City"), and the WHATCOM TRANSPORTATION AUTHORITY, a Washington Public Transportation Benefit Area ("WTA"), pursuant to the Washington Interlocal Cooperation Act, 39.34.080 Revised Code of Washington.

RECITALS

WHEREAS, the City is preparing to commence a study known as the Lincoln-Lakeway Multimodal Transportation Study (ES-0555) (the "Study") in the area generally bounded by Samish/I-5 interchange on the south, Samish-Maple-Ellis corridor on the west, Iowa/I-5 interchange on the north; and Puget Street on the east (Exhibit A) ("Study Area"); and

WHEREAS, WTA is the governing body of a Public Transportation Benefit Area ("PTBA") created pursuant to RCW 36.57A for the purpose of providing public transportation services within the PTBA, which includes the City of Bellingham; and

WHEREAS, WTA desires to contribute finances to the City's study in recognition of the area's importance to public transportation operations and high volume of ridership; and

WHEREAS, the Study may result in Public Transit Improvements to enhance capital facilities for public transit; and

WHEREAS, the Study will help to advance the improvement of transportation service within the Study Area and the PTBA, and promote further review of potential street improvements along the Lincoln Creek Transportation Center all of which will benefit WTA; and

WHEREAS, WTA will commit a financial contribution of Twenty Thousand and No/100 Dollars (\$20,000.00) toward the Study, subject to the terms and conditions contained herein.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, the City and WTA agree as follows:

TERMS AND CONDITIONS

1. The Study. The Study will document existing, proposed, and possible land uses in the Study Area and analyze the effect that new development may have on the local and state multimodal transportation system for people walking, biking, riding WTA transit buses, and driving passenger, service, and freight vehicles. Findings will be measured, analyzed, and documented with recommendations for mitigation and improvements, where needed. Alternative scenarios will be examined for vehicle traffic circulation and intersection control (signals or roundabouts) at intersections within the study area, pedestrian and bicycle mobility, and implications for WTA public transit bus route performance measures. Ultimately, both short-term and long-term multimodal transportation system improvements will be identified and recommended, which will allow the City's Public Works Department to program local funding as well as seek state and federal grant funding for construction in future years.

1.1 Study Review. The City shall include WTA representatives in the planning of the Study, including the opportunity to review major milestones and any consultant work, and provide sufficient time for WTA comment on Study deliverables. If the Study includes a technical review team, the City will include a WTA representative as a standing member. The City will make a concerted effort to obtain feedback on any recommendations directly relating to public transportation operations from WTA.

1.2 Final Control of Study and Acceptance. The City shall have final responsibility and control over the Study and its final acceptance,

1.3 Assignment of Study and Reports. The City shall provide WTA with all drafts and the final report from the Study, all of which WTA may use in its discretion.

2. WTA Payments to the City. After the City's final acceptance of the Study, WTA will reimburse the City as follows:

2.1 Amount. WTA shall reimburse the City for all costs and fees it pays for the Study, in the not to exceed amount of Twenty Thousand and No/100 Dollars (\$20,000.00) ("WTA Contribution") for the completed Study. The City shall be responsible to pay for any and all other amounts incurred for the Study beyond the WTA Contribution.

2.2 Payment Procedure. The City shall invoice WTA \$10,000 at the start of the project and the remaining \$10,000 when the project completes. Estimated completion date is December 2021, however the City and WTA agree that this date may change depending on work required in each milestone. The City shall include a copy of all invoices and other backup documents for the costs and fees comprising the WTA Contribution, and any other documents requested by WTA. WTA shall pay the invoice within thirty (30) days of receipt of the invoice. In the event of any dispute, WTA shall pay the undisputed amount together with a detailed written explanation of the nature of any disputed amounts. Thereafter, the parties designated representatives shall meet and confer on a resolution of the dispute, as a pre-condition to the filing of any action.

3. **Representatives.** The parties designate the following persons as the representatives for the Study and this Agreement. All notices, demands, requests, consents and approvals that may or are required to be given under this Agreement shall be in writing and directed to:

WTA: Peter Stark
WTA - General Manager
4011 Bakerview Spur
Bellingham, WA 98226

The City: Chris Comeau
City of Bellingham – Project Manager
104 West Magnolia Street, Suite I 09
Bellingham, WA 98225

4. **No Third Party Beneficiary.** No other right, privilege, or immunity of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein, except as specifically noted herein.

5. **Amendment.** No modification or amendment of this Agreement may be made except by a written document approved by WTA and the City respectively.

6. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party hereto, the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

7. **Neutral Authorship.** Each provision of this Agreement has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

8. **No Liability.** WTA and the City 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.

9. **Other Agreements Remain Binding and Enforceable.** Unless specifically noted herein, this Agreement does not modify, amend or revoke any existing agreement(s) between WTA and the City, and/or other third parties, and each such agreement shall remain binding and enforceable agreements under their respective terms.

10. **Governing Law, Attorneys' Fees and Venue.** This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington. In any action to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs against the other party. The parties agree that in any such action to interpret or enforce this Agreement shall be commenced in the Superior Court for the State of Washington, Whatcom County, Washington.

11. Entire Agreement. The entire agreement between the City and WTA is contained in this Agreement relating to its subject matter (including the recitals, the exhibits and the terms), and this Agreement shall supersede all of their previous understandings and agreements, with respect to the subject matter of this Agreement, provided, however, this Agreement does not supersede or amend any previous written agreements between the City and WTA unless expressly stated herein.

12. Termination for Cause. If any party material breaches this Agreement, then another party may provide written notice of such breach and such allegedly breaching party shall have thirty (30) days to cure. If the breaching party fails to cure the breach, then this Agreement may be terminated by any party, and any unused funds shall be refunded to the contributing party.

13. Approval to Enter Agreement. Each party hereby warrants and represents that appropriate action by ordinance, resolution or as otherwise required by law for each governing body of each party has been obtained to approve entry into this Agreement.

14. Counterparts: Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

EXECUTED this 27 day of, May, 2020
for **WHATCOM TRANSPORTATION AUTHORITY** by:

PETER J. STUK
General Manager

EXECUTED this 23 day of, July, 2020
for **THE CITY OF BELLINGHAM** by:

[Signature]
Mayor

Attest:

[Signature]
Finance Director

Department Approval

[Signature]
Public Works Director

Approved as to Form

[Signature]
Office of the City Attorney

COB – WTA Interlocal Agreement
Lincoln-Lakeway Study 2020
Exhibit A

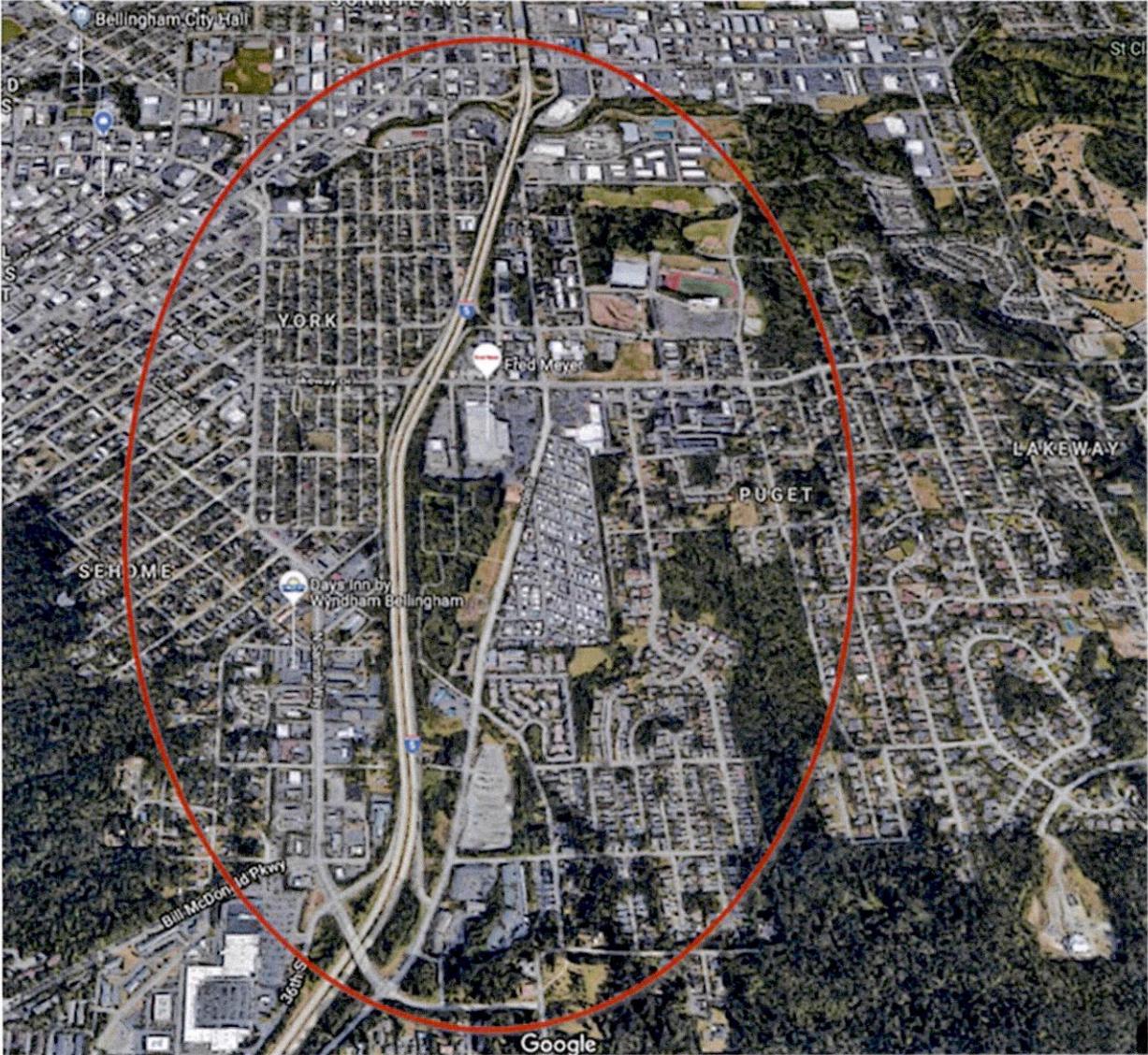
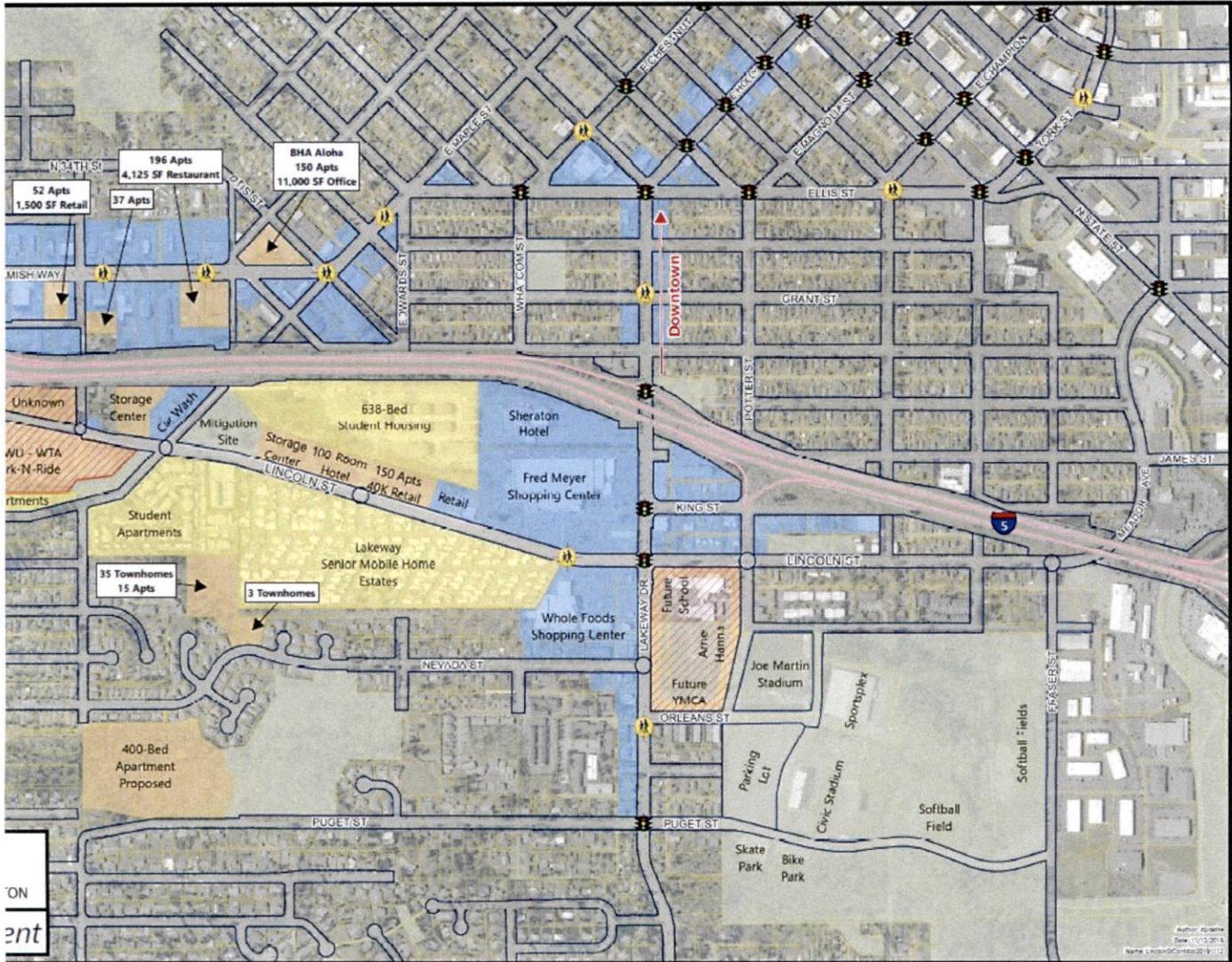


Figure 1. 3D Map of Lincoln-Lakeway Multimodal Transportation Study Area (North at top)



i-Lakeway Multimodal Transportation Study Area (North at right)