

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLINGHAM AND
WHATCOM TRANSPORTATION AUTHORITY
FOR THE
TELEGRAPH ROAD MULTIMODAL SAFETY IMPROVEMENTS ES-0537**

THIS INTERLOCAL AGREEMENT (“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, Chapter 39.34 Revised Code of Washington (RCW)

WHEREAS, the City is preparing to commence a public works project known as the Telegraph Road Multimodal Safety Improvements (ES-0537) (the “Project”) on City right-of-way known as “Telegraph Road” in the corridor between James Street and Deemer Road, (the “Project Site”); and

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

WHEREAS, WTA desires to contribute finances to the City’s construction of the Public Transit Improvements defined herein and proposed to be included within the Project; and

WHEREAS, the Public Transit Improvements will enhance capital facilities for public transit; and

WHEREAS, WTA has committed to a general financial contribution toward the Public Transit Improvements in the form of a cash payment to the City in the sum of Eighty Seven Thousand Five Hundred and No/100 Dollars (\$87,500.00) (“Financial Contribution Amount”), subject to the terms and conditions contained herein.

NOW, THEREFORE, the City and WTA agree as follows:

TERMS AND CONDITIONS

1. **The Project.** The Project generally consists of the reconstruction and rehabilitation of Telegraph Road within Project Site. The Project includes, but is not limited to, sidewalk improvements, roadway resurfacing, storm drainage improvements, installation of bicycle lanes, street lighting replacement, and related infrastructure improvements. In addition, the Project will include the installation of foundation elements for transit shelters as more specifically described in **Exhibit A** (the “Public Transit Improvements”). The design, procurement and installation of the components of transit shelters beyond the elements included within the Public Transit Improvements is outside of the scope of the Project and Agreement and will be separately procured and installed by WTA at its expense. WTA has reviewed and is satisfied with the City’s design of the Project and Public Transit Improvements, and has engaged

in field work and coordination meetings with the City to guide the location and design of the Project, including the Public Transit Improvements.

2. **City Responsibilities.** The City is solely responsible for all aspects of the Project and its ultimate completion, including, but not limited to, design, bidding, and construction administration and oversight, provided the City will provide WTA with reasonable notice and an opportunity to comment on any design changes to the Public Transit Improvements.

3. **Inspection.** The Transit Improvements are expected to occur in order to allow WTA to review field construction conditions. Prior to the City's acceptance of the Public Transit Improvements, WTA and the City will jointly inspect the completed Public Transit Improvements to identify any construction issues to be remedied by the City's contractor. If WTA does not inspect the Transit Improvements and accept or reject such work in writing within ten (10) business days after receipt of a written request from the City to inspect the completed Public Transit Improvements, then WTA shall be deemed to have affirmatively issued WTA's final acceptance of the Public Transit Improvements without further action required. The City's written request for WTA to inspect, and WTAs written acceptance or rejection of the work, may be in electronic form.

4. **WTA Payment to the City.** Upon Completion of the Project, the City shall provide an invoice to WTA for the payment of the Financial Contribution Amount. WTA shall pay the invoice within thirty (30) days from of receipt of the invoice.

5. **Representatives.** The parties designate the following person as their representatives for the Project and this Agreement. All notices, demands, requests, consents and approvals that are required to be given shall be in writing and directed to:

WTA: Magan Waltari, Procurement & Contracts Manager 4011 Bakerview Spur Bellingham, WA 98226	The City: Stephen Day, Project Engineer 104 W. Magnolia St. Suite 109 Bellingham, WA 98225
---	---

6. **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.

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

8. **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.

9. **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.

10. **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.

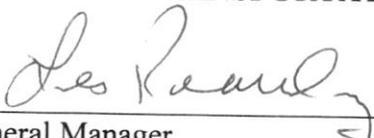
11. **Interlocal Agreements Remain Binding and Enforceable.** Unless specifically noted herein, the Agreement does not modify, amend or revoke any existing interlocal agreement between WTA and the City and each such interlocal agreement shall remain binding and enforceable agreements under their respective terms.

12. **Governing Law.** This Agreement and the rights of the parties hereto, shall be governed by and constructed in accordance with the laws of the State of Washington and the parties agree that in any such action, venue shall lie exclusively in the Superior Court for the State of Washington, Whatcom County, Washington.

13. **Entire Agreement.** The entire understanding between the City and WTA is contained in this Agreement (including 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.

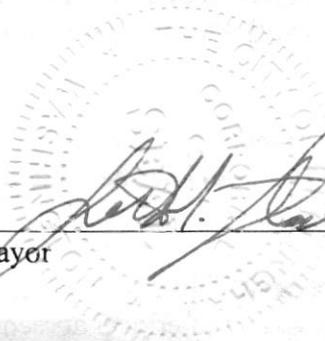
14. **Indemnification.** To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party from claims, demands, damages, causes of action, or suits of any kind arising from such party's acts or omissions under this Agreement. For purposes of this provision the term "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.

EXECUTED this 20th day of MAY, 2021 for the
WHATCOM TRANSPORTATION AUTHORITY by:



General Manager

EXECUTED this 20 day of July, 2024 for the
CITY OF BELLINGHAM by:



[Signature]
Mayor

Department Approval

[Signature]
Public Works Director

Attest:

Approved as to Form

[Signature]
Finance Director, for *Andy Asbjensen*

[Signature]
Office of the City Attorney