

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: May 22, 2006

SUBJECT: Interlocal Agreement with Whatcom County for Coordinated Roadway Improvement Work

SUBMITTING DEPT: Public Works

PREPARED BY: Stephen R. Banham, Director

AGENDA LOCATION: Comments/Communications ☐; Consent ☐; Committee Reports ☐
New Business ☒ Council Action ☐; Public Hearing ☐; Standing Committees ☐

ATTACHMENTS: Draft Interlocal Agreement with Whatcom County

ANALYSIS/SUMMARY: One of the projects on the City's summer schedule is an overlay of the Semiahmoo Parkway on Semiahmoo Spit. The Whatcom County Parks Department owns and operates a mixed-use facility on the Spit for which improvements are planned, including park roadways, parking lots, and storm water system work. RCW 39.34 allows public agencies to enter into interlocal agreements for the purpose of jointly performing work to achieve cost savings and efficiency in coordination of construction. The attached draft interlocal agreement formally establishes the framework for this cooperative construction effort to allow the City and Whatcom County to proceed with design (by amendment to a current contract), with bid solicitation and construction this summer.

RECOMMENDATION: ☒ Waive 2nd Reading: Staff recommends that City Council authorize the City Manager to sign the interlocal agreement with Whatcom County once it has been reviewed by the City Attorney.

FISCAL ANALYSIS: There is no cost associated with execution of an interlocal agreement *per se*, but it is possible that both the City and County may achieve some cost savings through this cooperative effort.

REVIEWED BY:
City Manager _____ Finance Dir. _____ City Clerk _____

COUNCIL ACTION:
☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: _____

COUNCIL ACTION: _____

INTERLOCAL AGREEMENT
WHATCOM COUNTY - CITY OF BLAINE

This agreement is made and entered into this day of , 2006 between Whatcom County, a political subdivision of the State of Washington (hereinafter the "COUNTY") and the City of Blaine, a first class municipal corporation of the State of Washington (hereinafter the "CITY")

WITNESSETH THAT:

WHEREAS, RCW 39.34 provides for public agencies to enter into agreements for the purpose of jointly performing work which each of the parties has authority to complete separately,

WHEREAS, the CITY desires to make certain road improvements to Semiahmoo Parkway; and,

WHEREAS, the COUNTY owns and operates Semiahmoo Park located within the City of Blaine and desires to make certain improvements to the park's roadways, parking lots and storm water system which are adjacent to the City's Semiahmoo Parkway; and,

WHEREAS, the nature of the proposed improvements being performed by each party is similar and for the benefit of the Public, with economy of scale expected by joint accomplishment,

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made part hereof.

THE COUNTY AND CITY AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to permit the CITY and COUNTY to make the most efficient use of their resources by enabling them to cooperate jointly on contracts for the design and construction of improvements to the Semiahmoo Parkway and the County Park parking area on Semiahmoo Spit.

2. DURATION OF AGREEMENT

This Agreement shall be effective from the date of signature until January 1, 2007 unless otherwise extended by mutual agreement of the parties.

3. PARTY CONTACTS.

The City's contact for this agreement shall be the Public Works Director. The COUNTY contact shall be the Director of Whatcom County Parks and Recreation.

4. REQUEST FOR SERVICES

Upon request from the COUNTY, the CITY may include the COUNTY'S request for design, engineering and construction improvements for Semiahmoo Park with the CITY'S improvement projects. Upon receipt of the request, the CITY shall indicate its acceptance or rejection of the request thereon, have it signed by its official, and return one copy to the COUNTY. The CITY will provide the COUNTY with an estimate of the cost of services provided, quotes, or bids. No work will be done for the COUNTY unless approved by the COUNTY. The request and approval may be done verbally but must be documented in writing within 48-hours of the verbal request. The City agrees to amend or otherwise structure its contracts for design and construction so that the County parking lot work is included and separately itemized for purposes of identifying the direct cost to the County.

5. PAYMENT

The COUNTY agrees to reimburse the CITY for services received under this agreement and shall reimburse for actual direct contract costs plus ten per cent (10%) for administration by the CITY. Copies of invoices received from contractors indicating the COUNTY-related work shall be submitted to the COUNTY for review and approval for payment. Within thirty (30) days thereafter, the County will pay the approved amount plus ten percent (10%) statement.

6. PERMITS

Each party agrees to be responsible for securing the proper permits for their respective projects, but may submit on behalf of the other party or a joint application when mutually agreed.

7. LEGAL RELATIONS

No liability shall attach to the parties to the agreement by reason of entering into this Agreement except as expressly provided herein.

The CITY shall protect, defend, save harmless and indemnify the COUNTY against all claims, suits and actions arising from negligent, reckless, or intentionally wrongful acts or omission of the CITY or its authorized subcontractors, or the agents or employees of either in the performance of this Agreement.

The COUNTY shall protect, defend, save harmless and indemnify the CITY against all claims, suits and actions arising from negligent, reckless, or intentionally wrongful acts or omission of the COUNTY or its authorized subcontractors, or the agents or employees of either in the performance of this Agreement.

This Agreement contains terms and conditions agreed upon by the CITY and the COUNTY. The CITY and the COUNTY agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon either the CITY or the COUNTY unless such change or addition is in writing, executed by both the CITY and the COUNTY.

8. MODIFICATION AND TERMINATION OF AGREEMENT

This Agreement may be modified in writing by mutual agreement of the CITY and the COUNTY. The right is reserved by the parties to this agreement to terminate their individual participation in the agreement at any time by giving 30 days written notice to the other PARTY. Upon termination the COUNTY shall only be obligated to pay for those services provide prior to the date of termination and any costs incurred by the City to terminate the COUNTY portion of third party contracts for the services covered by this agreement.

9. STIPULATION

In the performance of this Agreement it is mutually understood and agreed by the PARTIES hereto that this Agreement shall be governed by the laws of the State of Washington, as to both interpretation and performance.

10. DISPUTES BETWEEN THE CITY AND THE COUNTY.

Should a dispute arise as to the levels of compensation between the CITY and the COUNTY, such dispute shall be progressively resolved in the following manner:

- 1) Through negotiations between the CITY and the COUNTY'S respective contacts;
- 2) Through negotiations between the City Manager and the County Executive; or
- 3) In the event that the CITY and the COUNTY do not reach agreement within 90 days of commencing negotiations, the matter will be submitted to binding arbitration.
- 4) The CITY and the COUNTY may mutually agree to extend the negotiation period. If the CITY and the COUNTY cannot agree upon the selection of an impartial arbitrator within fourteen (14) days of a written request for arbitration by either the CITY or the COUNTY, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Whatcom County. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

11. RECORDATION

Upon execution of this Agreement, a copy of it shall be filed by the COUNTY with the Office of the County Auditor pursuant to the requirements of RCW 39.34.

IN WITNESS WEREOF, the PARTIES hereto have executed this **AGREEMENT** as of the day and year first above written.

CITY OF BLAINE

Gary R. Tomsic, City Manager

Recommended for Approval:

Approved as to form:

Stephen R. Banham, Director
Public Works Department

Jon Sitkin, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2006, before me personally appeared Gary R. Tomsic, to me known to be the City Manager of Blaine and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____

WHATCOM COUNTY

Pete Kremen, County Executive

Recommended for Approval:

Approved As To Form:

Michael McFarlane, Director
Parks & Recreation Department

Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2006, before me personally appeared Pete Kremen, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____