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Interlocal Cooperation Agreement for
BIKELINK PROJECT
between
THE CITY OF LYNNWOOD,
THE CITY OF EDMONDS
and
THE CITY OF MOUNTLAKE TERRACE

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Lynnwood (“LYNNWOOD”), a Washington municipal corporation, the City of Edmonds (“EDMONDS”), a Washington municipal corporation and the City of Mountlake Terrace (“MOUNTLAKE TERRACE”), a Washington municipal corporation (collectively “the PARTIES”), to provide for the design, construction and implementation of the BikeLink Project (the “PROJECT,” as further defined below) and to define the PARTIES’ respective rights, obligations, costs and liabilities regarding this undertaking.

RECITALS

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the PARTIES all seek to make access to health and wellness choices for community members easier by improving the built environment; and

WHEREAS, the PARTIES collectively have implemented approximately 23 miles of bicycle infrastructure over the past decade; however, many of these bicycle segments have been constructed piecemeal as part of larger capital improvements projects which has resulted in a non-continuous, segmented bicycle network; and

WHEREAS, the PARTIES seek to establish a regional bicycle network with the goal to increase bicycle ridership and reduce the number of traffic collision injuries or deaths; and

WHEREAS, the completion of a regional bicycle network that establishes several key north/south and east/west corridor routes and connects major destinations and transit locations will serve the PARTIES’ transportation and recreation purposes; and

WHEREAS, in 2014, the PARTIES were jointly awarded \$1.9 million in grant funds from the Verdant Health Commission (“VERDANT”) to complete the PROJECT; and

WHEREAS, on November 24, 2014 LYNNWOOD, as lead agency for the PROJECT, entered into an Interlocal Agreement with VERDANT (the “VERDANT AGREEMENT”) for the purpose of defining their respective rights, obligations, costs and liabilities regarding the PROJECT; and

1 WHEREAS, pursuant to the VERDANT AGREEMENT, LYNNWOOD will
2 receive a total of \$1.9 million from VERDANT in three installments over a period of
3 three years (the "VERDANT Grant Funds"); and

4 WHEREAS, the PARTIES desire to enter into this separate AGREEMENT for
5 the purpose of defining their respective rights, obligations, costs and liabilities regarding
6 this undertaking; and

7 WHEREAS, the PARTIES have selected a qualified design consultant through a
8 competitive process for implementation of the design portions of the PROJECT; and

9 WHEREAS, the City Councils of the City of Lynnwood, City of Edmonds and
10 the City of Mountlake Terrace have taken appropriate action to approve their respective
11 City's entry into this AGREEMENT;

12
13 NOW, THEREFORE, in consideration of the terms, conditions and covenants
14 contained herein, the PARTIES agree as follows:

15
16 **TERMS**
17

18 Section 1. Purpose. The purpose of this AGREEMENT is to establish a formal
19 arrangement under which LYNNWOOD will administer and implement the grant award
20 from VERDANT of the VERDANT Grant Funds, design and construct LYNNWOOD's
21 components of the PROJECT, and distribute grant funds in accordance with the terms of
22 this AGREEMENT to EDMONDS and MOUNTLAKE TERRACE for design and
23 construction of their respective components of the PROJECT. The terms, conditions, and
24 covenants of this AGREEMENT shall accordingly be interpreted to advance the
25 PROJECT. This AGREEMENT further seeks to allocate and define the PARTIES'
26 respective rights, obligations, costs and liabilities concerning the establishment, operation
27 and maintenance of this undertaking.

28
29 Section 2. Definitions. For the purpose of this AGREEMENT, the following
30 word(s) shall have the following meaning(s):

31
32 The "PROJECT" means the design, construction and implementation of the
33 component items identified in **Exhibits A and B**, attached hereto, including: 1) complete
34 10 critical missing links (approximately 29,900 linear feet) of the community's bicycle
35 network; 2) install bicycle warning and guide signs; 3) install bicycle parking at key
36 destinations; 4) conduct public education and outreach about bicycle safety, benefits,
37 maps and routes; and 5) conduct pre- and post-usage studies.

38
39 "LYNNWOOD'S IMPROVEMENTS" means the components of the PROJECT
40 listed in Exhibit A, attached hereto, which are identified as an obligation of
41 LYNNWOOD.

42
43 "EDMONDS' IMPROVEMENTS" means the components of the PROJECT
44 listed in Exhibit A, attached hereto, which are identified as an obligation of EDMONDS.
45

1 "MOUNTLAKE TERRACE'S IMPROVEMENTS" means the components of the
2 PROJECT listed in Exhibit A, attached hereto, which are identified as an obligation of
3 MOUNTLAKE TERRACE.
4

5 Section 3. Term. This AGREEMENT shall be effective upon execution by all of
6 the PARTIES hereto. Unless terminated in accordance with Section 4, this
7 AGREEMENT shall remain effective until the sooner of the following events, when it
8 shall expire automatically:

- 9 A. When all of the following occur:
- 10 (1) LYNNWOOD has made its final reimbursement payment to EDMONDS
11 and MOUNTLAKE TERRACE
 - 12 (2) LYNNWOOD has made its final payment for LYNNWOOD'S
13 IMPROVEMENTS, out of the VERDANT Grant Funds
 - 14 (3) LYNNWOOD has returned any remaining VERDANT Grant Funds to
15 VERDANT
- 16 B. The effective date of the termination, if any, of the VERDANT
17 AGREEMENT for any reason, or
18 C. December 31, 2019.
19

20 The PARTIES may renew and/or extend the term of this AGREEMENT by a written
21 amendment signed by all of the PARTIES in accordance with Section 18 of this
22 AGREEMENT.
23

24 Section 4. Termination. Any PARTY may terminate this AGREEMENT with or
25 without cause by providing the other PARTIES with 30 days written notice of its intent to
26 terminate. Termination or expiration shall not alter the PARTIES' respective obligations
27 under Section 13 of this AGREEMENT, or to reimburse any Party for work performed
28 on that Party's Improvements prior to the effective date of termination or expiration.
29

30 Section 5. Miscellaneous Obligations. The PARTIES agree to:

- 31
- 32 A. Develop and complete the PROJECT components identified in Exhibits A
33 and B, attached hereto. The PROJECT components listed and depicted in
34 Exhibits A and B are to serve as the guideline for final engineering and
35 design of the PROJECT. PROJECT components shall be separately
36 delegated for implementation to the various PARTIES as identified in
37 detail in sections 6, 7, and 8 of this AGREEMENT. Each PARTY shall
38 complete that PARTY's separate obligations within the VERDANT Grant
39 Funds amount allocated to that PARTY as identified in Exhibit A and in
40 Sections 6.B, 7.A and 8.A. If at any time a PARTY believes that it cannot
41 complete its separate obligations within the allocated funding, the PARTY
42 shall execute either of the following options:
43

- 44 (1) Pay for the additional cost with the PARTY's own funds, and/or
45

1 (2) Submit a request to revise the PROJECT scope as outlined in subsection
2 5.B of this AGREEMENT.

3
4 B. Use VERDANT Grant Funds only on items identified in Exhibits A and
5 B, unless the Party receives written prior authorization by VERDANT. If
6 at any time EDMONDS or MOUNTLAKE TERRACE wishes to revise
7 the scope of the PROJECT, EDMONDS or MOUNTLAKE TERRACE
8 shall notify LYNNWOOD of the requested revision. Then LYNNWOOD
9 shall submit a scope revision request to VERDANT for VERDANT'S
10 consideration and approval. If LYNNWOOD wishes to revise the scope
11 of the PROJECT, then LYNNWOOD shall submit a scope revision
12 request to VERDANT for VERDANT'S consideration and approval.

13
14 The PARTIES recognize that pursuant to Paragraph 4.1 of the VERDANT
15 AGREEMENT, VERDANT, at VERDANT's option, may object to any
16 scope revision request if the revision will be materially inconsistent with
17 the PROJECT identified in Exhibits A and B and such inconsistency will
18 substantially interfere with the intended use of the PROJECT for
19 implementing a comprehensive bicycle network. If VERDANT objects to
20 a request for a scope revision, pursuant to Paragraph 4.1 of the
21 VERDANT AGREEMENT, LYNNWOOD shall attempt to resolve
22 VERDANT'S objection within 30 days of VERDANT providing notice to
23 LYNNWOOD of its objection. EDMONDS and MOUNTLAKE
24 TERRACE shall cooperate with and provide reasonable assistance to
25 LYNNWOOD in LYNNWOOD's attempt to resolve VERDANT's
26 objection. If LYNNWOOD is unable to resolve VERDANT'S objection
27 within thirty (30) days after receiving such notice, and if the PARTY
28 requesting the scope revision does not elect to proceed with the original
29 scope of the PROJECT, including payment for PROJECT costs in excess
30 of the VERDANT Grant Funds allocated to that PARTY, the PARTY'S
31 recognize that VERDANT may execute its option to terminate its funding
32 obligations as outlined in the VERDANT AGREEMENT.

33
34 C. After the PROJECT is complete, and if any VERDANT Grant Funds held
35 by EDMONDS and/or MOUNTLAKE TERRACE have not been
36 expended on PROJECT costs, EDMONDS and/or MOUNTLAKE
37 TERRACE shall return the unexpended VERDANT Grant Funds to
38 LYNNWOOD, who shall return said unexpended Grant Funds, together
39 with any and all unexpended VERDANT Grant Funds held by
40 LYNNWOOD, to VERDANT.

41
42 D. Credit VERDANT in any and all publicity vehicles about the PROJECT,
43 including but not limited to press releases, websites, brochures and fliers.
44 The Verdant Health Commission name and/or logo shall also be featured
45 on wayfinding signs and other bicycling facilities in a manner that is

1 mutually agreeable to VERDANT and the PARTIES and complies with
2 local, state, and federal transportation rules and guidelines.
3

- 4 E. In the event that the PARTIES utilize an architect or engineer by
5 independent contract or a public works contract to fulfill obligations
6 under this AGREEMENT, the PARTIES shall use their best efforts to
7 obtain whatever warranties are reasonably available and to secure
8 contractual indemnities to protect the PARTIES and VERDANT from
9 liability arising out of the work performed under this AGREEMENT;
10 provided, however, that the PARTIES shall incur no liability arising from
11 this AGREEMENT if the PARTIES are unable to obtain such warranties
12 and indemnities. The PARTIES shall also require such professional or
13 contractor to provide adequate insurance to cover any and all liability
14 incurred during the course of construction of the PROJECT or other
15 implementation of this AGREEMENT.
16

17
18 Section 6. Obligations of LYNNWOOD. LYNNWOOD agrees to:
19

- 20 A. Act as lead agency for the PROJECT. The PARTIES agree that
21 LYNNWOOD shall directly receive VERDANT Grant Funds as stated in
22 the VERDANT AGREEMENT. LYNNWOOD shall retain the
23 VERDANT Grant Funds in a PROJECT fund until the Grant Funds are
24 distributed to EDMONDS or MOUNTLAKE TERRACE in accordance
25 with Section 9 of this AGREEMENT and until LYNNWOOD expends the
26 Grant Funds to fulfill its separate obligations under this AGREEMENT.
27
- 28 B. Design, construct and implement LYNNWOOD'S IMPROVEMENTS
29 identified in Exhibit A, attached hereto. This includes but is not limited to
30 securing all necessary consultants, contractors, and subcontractors deemed
31 necessary by LYNNWOOD to complete LYNNWOOD'S
32 IMPROVEMENTS. Pursuant to Section 9 of this AGREEMENT,
33 expenditures related to LYNNWOOD'S IMPROVEMENTS shall be paid
34 directly by LYNNWOOD using VERDANT Grant Funds. VERDANT
35 funding for LYNNWOOD'S IMPROVEMENTS is limited to
36 \$1,088,513.00.
37

38 For work not executed with city forces, all construction contracts shall be
39 procured through a formal competitive bidding process consistent with
40 applicable State law and city code. LYNNWOOD shall be solely and
41 exclusively responsible for ensuring the compliance of said bidding
42 process with all applicable procedures required under state and local laws
43 and regulations.
44

- 45 C. Develop and implement an outreach and education plan identified in
46 Exhibit A under LYNNWOOD'S IMPROVEMENTS. Obtain

1 EDMONDS' and MOUNTLAKE TERRACE'S approval prior to
2 proceeding with implementation of the plan; provided, that EDMONDS
3 and MOUNTLAKE TERRACE shall not unreasonably withhold approval
4 of LYNNWOOD'S outreach and education plan.
5

6 D. Develop and implement a bike parking installation plan as identified in
7 Exhibit A under LYNNWOOD'S IMPROVEMENTS. Obtain
8 EDMONDS and MOUNTLAKE TERRACE approval prior to proceeding
9 with implementation of the plan; provided, that EDMONDS and
10 MOUNTLAKE TERRACE shall not unreasonably withhold approval of
11 LYNNWOOD'S outreach and education plan.
12

13 E. Conduct a before/after usage study as identified in Exhibit A under
14 LYNNWOOD'S IMPROVEMENTS. Upon completion of the study,
15 LYNNWOOD shall provide the results to EDMONDS and
16 MOUNTLAKE TERRACE.
17

18 F. Review, provide comments on, and in LYNNWOOD'S discretion approve
19 the engineering and design drawings prepared by EDMONDS for the 76th
20 Avenue W (208th Street SW to Olympic View Drive) improvements
21 identified in Exhibit A under EDMONDS' IMPROVEMENTS; provided,
22 that LYNNWOOD shall not unreasonably withhold its approval of the
23 engineering and design drawings.
24

25 G. Assume sole responsibility for applying for and obtaining any and all
26 regulatory permits necessary to complete LYNNWOOD'S
27 IMPROVEMENTS, including but not limited to SEPA and building
28 permits if applicable.
29

30 H. Provide periodic VERDANT Grant Funds distributions to EDMONDS
31 and MOUNTLAKE TERRACE to reimburse EDMONDS and
32 MOUNTLAKE TERRACE for their costs in design and construction of
33 the EDMONDS IMPROVEMENTS and the MOUNTLAKE TERRACE
34 IMPROVEMENTS pursuant to Section 9 of this AGREEMENT.
35

36 I. Respond promptly to information requests submitted by EDMONDS,
37 MOUNTLAKE TERRACE or their agents regarding the PROJECT.
38

39 Section 7. Obligations of EDMONDS. EDMONDS agrees to:
40

41 A. Design, construct and implement EDMONDS' IMPROVEMENTS
42 identified in Exhibit A, attached hereto. This includes but is not limited to
43 securing all necessary consultants, contractors, and subcontractors deemed
44 necessary by EDMONDS to complete EDMONDS' IMPROVEMENTS.
45 Pursuant to section 9 of this AGREEMENT, expenditures related to
46 EDMONDS' IMPROVEMENTS shall be paid directly by EDMONDS.

1 EDMONDS shall then submit to LYNNWOOD written requests for
2 reimbursement for the expenditures made by EDMONDS for the
3 EDMONDS' IMPROVEMENTS. VERDANT funding for EDMONDS'
4 IMPROVEMENTS is limited to \$736,381.00.
5

6 For work not executed by city forces, all construction contracts shall be
7 procured through a formal competitive bidding process consistent with
8 applicable State law and city code. EDMONDS shall be solely and
9 exclusively responsible for ensuring the compliance of said bidding
10 process with all applicable procedures required under state and local laws
11 and regulations.
12

13 B. Review and approve the outreach and education plan prepared by
14 LYNNWOOD identified in Exhibit A under LYNNWOOD'S
15 IMPROVEMENTS. Approval shall not be unreasonably withheld.
16

17 C. Review and approve the bike parking installations plan prepared by
18 LYNNWOOD identified in Exhibit A under LYNNWOOD'S
19 IMPROVEMENTS. Approval shall not be unreasonably withheld.
20

21 D. As they become available, submit to LYNNWOOD for comment and
22 approval all engineering and design drawings (at 60% complete, 90%
23 complete, 100% complete, and final bid ready) as determined appropriate
24 by LYNNWOOD for the 76th Avenue W (208th Street SW to Olympic
25 View Drive) improvements identified in Exhibit A. EDMONDS shall
26 provide LYNNWOOD with 30 days to review and provide comments
27 and/or approval on each submittal; provided, that if LYNNWOOD does
28 not provide comments or approval with 30 days of receiving said
29 engineering and design drawings, LYNNWOOD shall be deemed to have
30 approved the engineering and design drawings. EDMONDS shall obtain
31 LYNNWOOD's approval prior to proceeding with construction of the 76th
32 Avenue W (208th Street SW to Olympic View Drive) improvements;
33 provided, that LYNNWOOD shall not unreasonably withhold its approval.
34

35 E. Submit final engineering and design drawings for the other EDMONDS'
36 IMPROVEMENTS to LYNNWOOD prior to proceeding with
37 construction. Pursuant to the VERDANT AGREEMENT, LYNNWOOD
38 shall submit the final drawings to VERDANT for approval to proceed
39 with construction. If VERDANT objects or otherwise does not approve
40 the final drawings, LYNNWOOD shall notify EDMONDS within 7 days
41 of receipt of notice of VERDANT'S objection to the final engineering and
42 design drawings.
43

44 F. Assume sole responsibility for applying for and obtaining any and all
45 regulatory permits necessary to complete EDMONDS'

1 IMPROVEMENTS, including but not limited to SEPA and building
2 permits if applicable.

3
4 G. Submit to LYNNWOOD written invoices for payment of EDMONDS'
5 IMPROVEMENTS expenditures in accordance with Section 9.

6
7 H. Respond promptly to information requests submitted by LYNNWOOD,
8 MOUNTLAKE TERRACE or their agents regarding the PROJECT.

9
10 Section 8. Obligations of MOUNTLAKE TERRACE. MOUNTLAKE
11 TERRACE agrees to:

12
13 A. Design, construct and implement MOUNTLAKE TERRACE'S
14 IMPROVEMENTS identified in Exhibit A, attached hereto. This includes
15 but is not limited to securing all necessary consultants, contractors, and
16 subcontractors deemed necessary by MOUNTLAKE TERRACE to
17 complete MOUNTLAKE TERRACE'S IMPROVEMENTS. Pursuant to
18 section 9 of this AGREEMENT, expenditures related to MOUNTLAKE
19 TERRACE'S IMPROVEMENTS shall be paid directly by
20 MOUNTLAKE TERRACE. MOUNTLAKE TERRACE shall then
21 submit to LYNNWOOD written requests for reimbursement for the
22 expenditures made by MOUNTLAKE TERRACE for MOUNTLAKE
23 TERRACE'S IMPROVEMENTS. VERDANT funding for
24 MOUNTLAKE TERRACE'S IMPROVEMENTS is limited to
25 \$70,783.00.

26
27 For work not executed by city forces, all construction contracts shall be
28 procured through a formal competitive bidding process consistent with
29 applicable State law and city code. MOUNTLAKE TERRACE shall be
30 solely and exclusively responsible for ensuring the compliance of said
31 bidding process with all applicable procedures required under state and
32 local laws and regulations.

33
34 B. Review and approve the outreach and education plan prepared by
35 LYNNWOOD identified in Exhibit A under LYNNWOOD'S
36 IMPROVEMENTS. Approval shall not be unreasonably withheld.

37
38 C. Review and approve the bike parking installations plan prepared by
39 LYNNWOOD identified in Exhibit A under LYNNWOOD'S
40 IMPROVEMENTS. Approval shall not be unreasonably withheld.

41
42 D. Submit MOUNTLAKE TERRACE'S IMPROVEMENTS final
43 engineering and design drawings to LYNNWOOD prior to proceeding
44 with construction. Pursuant to the VERDANT AGREEMENT,
45 LYNNWOOD shall submit the final drawings to VERDANT for approval
46 to proceed with construction. If VERDANT objects or otherwise does not

1 approve the final drawings, LYNNWOOD shall notify MOUNTLAKE
2 TERRACE within 7 days of receipt of notice of VERDANT'S objection
3 to the final engineering and design drawings.
4

5 E. Assume sole responsibility for applying for and obtaining any and all
6 regulatory permits necessary to complete MOUNTLAKE TERRACE'S
7 IMPROVEMENTS, including but not limited to SEPA and building
8 permits if applicable.
9

10 F. Submit to LYNNWOOD written invoices for payment of MOUNTLAKE
11 TERRACE'S IMPROVEMENTS expenditures in accordance with Section
12 9.
13

14 G. Respond promptly to information requests submitted by LYNNWOOD,
15 EDMONDS or their agents regarding the PROJECT.
16

17 Section 9. Payment Schedule. The PARTIES agree to the following billing and
18 payment schedule:
19

20 A. For expenditures incurred by EDMONDS or MOUNTLAKE TERRACE
21 for the design, construction and implementation of the EDMONDS'
22 IMPROVEMENTS or MOUNTLAKE TERRACE'S IMPROVEMENTS,
23 EDMONDS and/or MOUNTLAKE TERRACE shall, within 60 days of
24 the date EDMONDS and/or MOUNTLAKE TERRACE are billed or
25 invoiced for any undisputed charge by its consultants, contractors and
26 subcontractors, submit a reimbursement request to LYNNWOOD for said
27 expenditures. EDMONDS or MOUNTLAKE TERRACE shall (1)
28 include copies of invoices clearly indicating how expenditures relate to the
29 EDMONDS' IMPROVEMENTS or MOUNTLAKE TERRACE'S
30 IMPROVEMENTS, and (2) provide LYNNWOOD a brief written
31 progress report with each reimbursement request, describing in reasonable
32 detail all work performed on EDMONDS' IMPROVEMENTS and/or
33 MOUNTLAKE TERRACE'S IMPROVEMENTS during the period
34 covered by the reimbursement request.
35

36 B. Within 60 days of receiving any undisputed reimbursement request
37 pursuant to subsection 9.A, LYNNWOOD shall tender payment to
38 EDMONDS and/or MOUNTLAKE TERRACE in the form of a check,
39 money order or other certified funds for the reimbursement request;
40 PROVIDED THAT:
41

42 (1) The total payment by LYNNWOOD for reimbursement requests
43 submitted by EDMONDS and/or MOUNTLAKE TERRACE shall not
44 exceed the amounts identified in subsections 7.A and 8.A respectively;
45 and
46

1 (2) If EDMONDS or MOUNTLAKE TERRACE fail to submit an expense
2 invoice in a timely manner, the time for EDMONDS' or MOUNTLAKE
3 TERRACE'S reimbursement shall be extended as is reasonably necessary
4 to comply with budget and state auditor guidelines as may be applicable.
5

6 C. Consistent with Section 6 of this AGREEMENT and with the VERDANT
7 AGREEMENT, LYNNWOOD shall pay all costs and expenses incurred
8 by LYNNWOOD for the design, construction and implementation of
9 LYNNWOOD'S IMPROVEMENTS directly from the VERDANT Grant
10 Funds; provided, that the total payments from the VERDANT Grant
11 Funds shall not exceed the amount identified in subsection 6.B.
12

13 D. In the event that the PARTIES disagree regarding any expenses incurred
14 by the PARTIES regarding the PROJECT, the PARTIES may agree to
15 submit the question for resolution by a mediator or arbitrator acceptable to
16 the disagreeing PARTIES.
17

18 Section 10. Construction Project Acceptance. Upon satisfactory completion of
19 EDMONDS' IMPROVEMENTS, EDMONDS shall notify LYNNWOOD in writing of
20 such. Upon satisfactory completion of MOUNTLAKE TERRACE'S IMPROVEMENTS,
21 MOUNTLAKE TERRACE shall notify LYNNWOOD in writing of such. Upon
22 satisfactory completion of LYNNWOOD'S IMPROVEMENTS by LYNNWOOD and
23 after LYNNWOOD has received completion notices from EDMONDS and
24 MOUNTLAKE TERRACE, LYNNWOOD shall notify VERDANT of PROJECT
25 completion.
26

27 Section 11. Ownership and Disposition of Property. Upon completion of the
28 PROJECT, PROJECT IMPROVEMENTS constructed pursuant to this AGREEMENT
29 shall become and remain the exclusive property of the jurisdiction in which those
30 IMPROVEMENTS are located.
31

32 Section 12. Administration; No Separate Entity Created. Pursuant to RCW
33 39.34.030, the PARTIES hereby appoint a Contract Administrator who will be
34 responsible for administering this AGREEMENT, and at the direction of the PARTIES,
35 this Contract Administrator shall take such action as is necessary to ensure that this
36 AGREEMENT is implemented in accordance with its terms. The PARTIES hereby
37 designate the LYNNWOOD Public Works Director, or the Director's designee, as the
38 Contract Administrator for this AGREEMENT. No separate legal entity is formed by this
39 AGREEMENT.
40

41 Section 13. Release, Indemnify, Defend, and Hold Harmless Agreement. Each
42 PARTY to this AGREEMENT shall be responsible for its own negligent and/or wrongful
43 acts or omissions, and those of its own officials, agents, employees, representatives or
44 subcontractors, to the fullest extent required by laws of the State of Washington. Each
45 PARTY agrees to protect, indemnify and hold the other PARTIES harmless from and
46 against any and all such liability for injury or damage to the PARTIES or the other

1 PARTIES' property, and also from and against all claims, demands, and causes of action
2 of every kind and character arising directly or indirectly, or in any way incident to, in
3 connection with, or arising out of the performance of this AGREEMENT, caused by its
4 own negligence or wrongful acts or omissions or that of its officials, agents, employees,
5 representatives or subcontractors; provided, that the indemnifying PARTY'S obligation
6 to indemnify, defend and hold harmless the other PARTIES for claims caused by or
7 resulting from the concurrent negligence or wrongful acts or omissions of the PARTIES
8 shall apply only to the extent of the negligence or wrongful acts or omissions of the
9 indemnifying PARTY.

10
11 Each PARTY specifically promises to indemnify the other PARTIES against
12 claims or suits brought under Title 51 RCW by its own employees, contractors, or
13 subcontractors, and waives any immunity that each PARTY may have under that title
14 with respect to, but only to, the limited extent necessary to indemnify the PARTIES.
15 This waiver has been mutually negotiated by the PARTIES. Each PARTY shall also
16 indemnify and hold the other PARTIES harmless from any wage, overtime or benefit
17 claim of any of the first PARTY'S employees, agents, representatives, contractors or
18 subcontractors performing services under this AGREEMENT. Each PARTY further
19 agrees to fully indemnify the other PARTIES from and against any and all costs of
20 defending any such claim or demand to the end that the other PARTIES are held
21 harmless therefrom.

22
23 Section 14. Governing Law and Venue. This AGREEMENT shall be governed
24 by the laws of the State of Washington. Any action arising out of this AGREEMENT
25 shall be brought in Snohomish County Superior Court.

26
27 Section 15. No Employment Relationship Created. The PARTIES agree that
28 nothing in this AGREEMENT shall be construed to create an employment relationship
29 between the PARTIES and any employee, agent, representative or contractor of the
30 PARTIES.

31
32 Section 16. Notices. Notices to LYNNWOOD shall be sent to the following
33 address:

34
35 **City of Lynnwood**
36 **Deputy Public Works Director / City Engineer**
37 **19100 44th Avenue W., P.O. Box 5008**
38 **Lynnwood, WA 98046-5008**

39
40 Notices to EDMONDS shall be sent to the following address:

41
42 **City of Edmonds**
43 **City Engineer**
44 **121 Fifth Avenue N.**
45 **Edmonds, WA 98020**

46
47 Notices to MOUNTLAKE TERRACE shall be sent to the following address:
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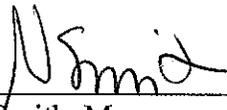
City of Mountlake Terrace
Public Works Director
6100 219th Street SW, Suite 200
Mountlake Terrace, WA 98043-2222

Section 17. Duty to File Agreement With County Auditor. LYNNWOOD shall, after this AGREEMENT is executed by all PARTIES, file this AGREEMENT with the Snohomish County Auditor.

Section 18. Integration. This document constitutes the entire embodiment of the Agreement between the PARTIES, and, unless modified in writing by an amendment to this AGREEMENT signed by the PARTIES hereto, shall be implemented as described above.

Section 19. Non-Waiver. Waiver by any PARTY of any of the provisions contained within this AGREEMENT, including but not limited to any performance deadline, shall not be construed as a waiver of any other provisions.

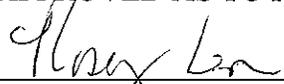
CITY OF LYNNWOOD

By: 
Nicola Smith, Mayor
WA
Date: 5-20-2015

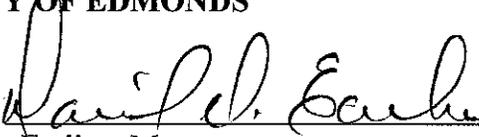
ATTEST:


Art Ceniza, Assistant City Administrator

APPROVED AS TO FORM:


Rosemary Larson, City Attorney

CITY OF EDMONDS

By: 
Dave Earling, Mayor
Date: 4-9-2015

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ATTEST:



Scott Passey, City Clerk

APPROVED AS TO FORM:



Sharon Cates, Office of the City Attorney

CITY OF MOUNTLAKE TERRACE

By: 

Arlene Fisher, City Manager

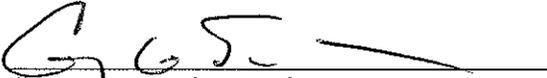
Date: 5/4/15

ATTEST:



Virginia V. Olsen, City Clerk

APPROVED AS TO FORM:



Gregory G. Schrag, City Attorney

EXHIBIT A - BikeLink

Lynnwood's Improvements				
Item	Agency	Design	Const.	Total
52nd Ave W - 212th to 208th (Bike Lanes)	Lynnwood	\$40,151	\$53,507	\$93,658
200th St SW - 68th to SR99 (Bike Lanes)	Lynnwood	\$26,383	\$65,834	\$92,217
200th St SW - 50th to 48th (Bike Lanes/widening/sidewalk)	Lynnwood	\$50,841	\$192,655	\$243,496
48th Ave W - 200th to 196th (Bike Lanes/widening)	Lynnwood	\$30,510	\$107,102	\$137,612
48th Ave W - 196th to 194th (Bike Lanes)	Lynnwood	\$24,614	\$48,137	\$72,751
48th Ave W - 194th to 183rd (Bike Lanes/Sharrows)	Lynnwood	\$25,412	\$56,123	\$81,535
212th St SW - Hwy99 to 63rd (Bike Lanes)	Lynnwood	\$15,095	\$42,964	\$58,059
Improved Bicycle Signing (existing routes, 168th, OVD, 176th, 44th, 188th, 68th, 200th, 208th, 212th, 52nd, cedar valley)	Lynnwood	\$20,100	\$77,000	\$97,100
Improved Bicycle Signing (Interurban Trail and proximity)	Lynnwood	\$23,346	\$88,739	\$112,085
Bike Parking installations	Multi	-	\$20,000	\$20,000
Before/After Usage Study	Multi	\$30,000	-	\$30,000
Outreach & Education	Multi	\$50,000	-	\$50,000
Total		\$336,452	\$752,061	\$1,088,513

Edmonds' Improvements				
Item	Agency	Design	Const.	Total
212th St SW - 84th to Hwy99 (Bike Lanes/Sharrows)	Edmonds	\$49,385	\$140,556	\$189,941
76th Ave W - 208th to OVD (Bike Lanes)	Multi	\$59,436	\$196,355	\$255,791
76th Ave W - 220th to 208th (Bike Lanes)	Edmonds	\$31,133	\$102,853	\$133,986
220th St SW - 84th to 76th (Bike Lanes)	Edmonds	\$20,195	\$66,715	\$86,910
Dayton/9th/Bowdoin (Bike Route Signing)	Edmonds	\$3,000	\$7,000	\$10,000
9th/80th (Bike Route Signing)	Edmonds	\$1,500	\$3,500	\$5,000
Improved Bicycle Signing (existing routes, 220th, 76th)	Edmonds	\$4,500	\$17,000	\$21,500
Improved Bicycle Signing (Interurban Trail and proximity)	Edmonds	\$6,926	\$26,327	\$33,253
Total		\$176,075	\$560,306	\$736,381

Mountlake Terrace's Improvements				
Item	Agency	Design	Const.	Total
220th/56th (Bike Route Signing)	MLT	\$2,000	\$5,000	\$7,000
Improved Bicycle Signing (existing routes, 236th, Cedar way, 228th, 52nd)	MLT	\$4,400	\$16,900	\$21,300
Improved Bicycle Signing (Interurban Trail and proximity)	MLT	\$8,848	\$33,634	\$42,483
Total		\$15,248	\$55,534	\$70,783

Grand Total	\$527,775	\$1,367,901	\$1,895,676
Rounded	\$530,000	\$1,370,000	\$1,900,000

BikeLink Exhibit B

