

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202404024-1

Originating Department:	Planning and Development Services
Division/Program: (i.e. Dept. Division and Program)	Natural Resources Division
Contract or Grant Administrator:	Mark Personious
Contractor's / Agency Name:	Betsy MacWhinney/ MacWhinney Environmental Consulting LLC
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>202404024</u>	
Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: <u>4/9/2024</u> (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: <u>10002601.6630</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>60,000.00</u> This Amendment Amount: \$ <u>35,000.00</u> Total Amended Amount: \$ <u>95,000.00</u> Summary of Scope:	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This contract amendment extends the term for services, increases the amount, adds a 2026 rate, clarifies mileage reimbursement rate, expands the scope of work, and adjusts certain insurance provisions.	
Term of Contract: 2.5 year	Expiration Date: December 31, 2026

Contract Routing:	1. Prepared by: <u>Garrett E. Smith / Mark Personius</u>	Date: <u>May 27, 2025</u>
	2. Attorney signoff: <u>Kellen Kooistra</u>	Date: <u>May 27, 2025</u>
	3. AS Finance reviewed: <u>Andrew Tan</u>	Date: <u>June 6, 2025</u>
	4. IT reviewed (if IT related): <u>N/A</u>	Date: <u>N/A</u>
	5. Contractor signed: _____ <u>6/13/2025</u>	Date: _____
	6. Executive contract review: <u>Jlogan</u>	Date: <u>06/11/25</u>
	7. Council approved, if necessary: <u>Previously via AB2024-243</u>	Date: <u>April 9, 2024</u>
	8. Executive signed: <u>Ssidhu</u>	Date: <u>6/13/2025</u>
	9. Original to Council: _____	Date: _____



WHATCOM COUNTY

WASHINGTON

Planning & Development Services

5280 Northwest Drive
Bellingham, WA 98226
PDS@co.whatcom.wa.us
360-778-5900

Memorandum

TO: Satpal Sidhu, County Executive

THROUGH: Mark Personius, PDS Director

FROM: Garrett E. Smith, PDS Assistant Director

DATE: May 27, 2025

SUBJECT: Critical Areas Review by Third Party – Contract Amendment

- **Background and Purpose**

The Planning and Development Services (PDS) Department's Natural Resources Division has contracted with MacWhinney Environmental Consulting (MEC) LLC, through contract No. 202404024, to conduct Third-Party Critical Areas reviews and similar work. The above contract was for the amount of \$60,000, approved by Council, and is set to expire July 1, 2025.

PDS seeks to extend the contract period, add funding, and amend certain contract provisions as further discussed below.

- **Description of Amendments**

The following Contract Amendments are proposed:

- Extend the contract effective period, which is set to expire on July 1, 2025, to expire December 31, 2026.
- Expand the Scope of Work (Exhibit "A") to include broader contextual language of "... and conduct other similar duties to assist in the implementation of the Critical Areas Ordinance and similar environmental or planning compliance tasks."
- Amend the Compensation (Exhibit "B") to:
 - a) Provide for a 2026 rate of \$190.00/hour.
 - b) Increase the \$60,000 contractual award by \$35,000 for a total of \$95,000.
 - c) Amend the mileage reimbursement rate to reflect the federal mileage reimbursement rate in effect at the time of travel.
- Amend Section 34.1 2. a. of the contract (Exhibit "D") to remove the minimum 36-month requirement to provide professional liability insurance following the completion date or earlier termination of the contract.

All other terms and conditions remain unchanged.

Please contact Garrett Smith at extension 5937 if you have any questions or concerns regarding the terms of this agreement.

Encl.: Contract Information Sheet
Contract Amendment Form
Exhibits "A" ""B" and "D"

Whatcom County Contract No.

202404024 -1

Amendment No. 1
Whatcom County Contract No. 202404024
CONTRACT BETWEEN WHATCOM COUNTY AND
MACWHINNEY ENVIRONMENTAL CONSULTING LLC

THIS AMENDMENT is to the Contract between Whatcom County and MacWhinney Environmental Consulting LLC, dated May 8, 2024 and designated "Whatcom County Contract No. 202404024". In consideration of the mutual benefits to be derived, the parties agree to the following:

- Extend the contract effective period, which is set to expire on July 1, 2025, to expire December 31, 2026.
- Expand the Scope of Work (as identified in the attached Exhibit "A") to include broader contextual language of "...and conduct other similar duties to assist in the implementation of the Critical Areas Ordinance and similar environmental or planning compliance tasks."
- Amend the Compensation (as identified in the attached Exhibit "B") to:
 - a) Provide for a 2026 rate of \$190.00/hour.
 - b) Increase the \$60,000 contractual award by \$35,000 for a total of \$95,000.
 - c) Amend the mileage reimbursement rate to reflect the federal mileage reimbursement rate in effect at the time of travel.
- Amend Section 34.1 2. a. of the contract (as identified in the attached Exhibit "D") to remove the minimum 36-month requirement to provide professional liability insurance following the completion date or earlier termination of the contract

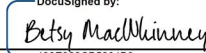
Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and MACWHINNEY ENVIRONMENTAL CONSULTING LLC have executed this Amendment on the date and year below written.

DATED this _____ day of 6/13/2025, 20____.

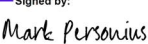
CONTRACTOR:

MacWhinney Environmental Consulting LLC

DocuSigned by:
 6/13/2025
439E328C9F204B9
Betsy MacWhinney, Owner

WHATCOM COUNTY:

Recommended for Approval:


Signed by:
 6/11/2025
057F28CA4FC44A5
Department Director Date

Approved as to form:

Signed by:
 6/11/2025
650288C0D8584C9
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
By:  6/13/2025
1192C2C48B564F3
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

MacWhinney Environmental Consulting LLC

Attention: Betsy MacWhinney

P.O. Box 904
Duvall, WA 98019

Telephone: (206) 794-2249
Email: betsy@MacWhinneyAssociates.com

EXHIBIT "A"
(SCOPE OF WORK)

The consultant will review Critical Area Assessments, other permit application materials, and conduct site visits to verify the presence, absence, and type of critical area for compliance with the Whatcom County Code critical areas regulations, specifically Wetland and Habitat Conservation Areas (HCA). The consultant will verify wetland delineations in accordance with the development or planned use and HCA reports submitted to PDS. The consultant will evaluate projects and plans to assess if critical areas are located on the parcel being considered for development. The consultant will train PDS staff on field verification techniques during site inspections, in addition, PDS staff may assist on field verifications when a request is coordinated by the County's Administrative Officer. The consultant will be assigned reviews associated with all permit and plan types for wetland and habitat conservation areas and conduct other similar duties to assist in the implementation of the Critical Areas Ordinance and similar environmental or planning compliance tasks. The contractor shall use their own vehicle for site inspections, and field equipment and provide full vehicle insurance for these activities.

The on-call third-party peer review work may entail: 1) Review Critical Areas Reports for verification of wetland ratings, typing, and delineation boundaries in accordance with Whatcom County Code; and 2) Prepare a summarized memo outlining field observations and, if present, inconsistency between the applicant's critical areas report and field conditions. The memo should identify any inconsistencies with adopted methodology or accepted practices in the identification and/or typing of critical areas features, as well as, recommendations for additional information required for the application.

EXHIBIT "B"
(COMPENSATION)

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the Contractor \$180.00 per hour for 2025 services rendered (effective the date of contract execution) and \$190.00 per hour for 2026 services rendered (effective January 1, 2026).

The Contractor shall continue to provide services on a monthly basis, or as needed as identified by the Department, but shall not exceed the total contractual award of \$95,000. Contractor shall use own vehicle for site inspections and provide full vehicle insurance (Exhibit C). Mileage will be reimbursed using the established federal mileage reimbursement rate at time of travel for travel to and from Contractors office.

The Contractor shall invoice County at the beginning of each calendar month for services rendered. Contractor shall utilize a reporting system that will track the contract budget by providing both task amount expended to date and overall contract amount expended. County shall pay all invoices within 30 days of receipt. Contractor shall provide to County a line item summary in table format of hours worked; date worked; hourly rate; name of employee; brief description of work by task; mileage, subtotal and total amounts due that shall accompany each invoice. Any work performed prior to the effective date or continuing after completion date of contract, unless otherwise agreed upon in writing, will be at contractor's expense.

EXHIBIT "D"
(INSURANCE)

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

General Liability & Medical Expenses	\$2,000,000.00 per occurrence
General Aggregate	\$4,000,000.00
Products & Completed Operations Aggregate	\$4,000,000.00
Medical Expenses, Each Person	\$5,000.00

2. Professional Liability

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.