

**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department: _____
Division/Program: (i.e. Dept. Division and Program) _____
Contract or Grant Administrator: _____
Contractor's / Agency Name: _____

Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes    No  
Yes    No    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval?    Yes    No    If No, include WCC: \_\_\_\_\_  
Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?  
Yes    No    If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded?  
Yes    No    If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process?    Contract  
Yes    No    If yes, RFP and Bid number(s): \_\_\_\_\_ Cost Center: \_\_\_\_\_

Is this agreement excluded from E-Verify?    No    Yes    If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:  
 Professional services agreement for certified/licensed professional.    Goods and services provided due to an emergency  
 Contract work is for less than \$100,000.     Contract for Commercial off the shelf items (COTS).  
 Contract work is for less than 120 days.     Work related subcontract less than \$25,000.  
 Interlocal Agreement (between Governments).     Public Works - Local Agency/Federally Funded FHWA.

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"><li>1. Exercising an option contained in a contract previously approved by the council.</li><li>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.</li><li>3. Bid or award is for supplies.</li><li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li><li>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.</li></ol>
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Summary of Scope: \_\_\_\_\_

Term of Contract: _____	Expiration Date: _____
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Contract Routing:

1. Prepared by: _____	Date: _____
2. Attorney signoff: _____	Date: _____
3. AS Finance reviewed: _____	Date: _____
4. IT reviewed (if IT related): _____	Date: _____
5. Contractor signed: _____	Date: _____
6. Executive contract review: _____	Date: _____
7. Council approved, if necessary: _____	Date: _____
8. Executive signed: _____	Date: _____
9. Original to Council: _____	Date: _____

**STATE OF WASHINGTON  
COUNTY ROAD ADMINISTRATION BOARD  
COUNTY FERRY CAPITAL IMPROVEMENT PROGRAM  
PROJECT REIMBURSEMENT AGREEMENT**

Submitting County: **Whatcom**  
Project Number: **CF3723-01**  
Project Description: **Lummi Island Ferry Replacement and System Modernization funding**  
CRABoard Approval Date: **July 28, 2022**  
Legislative Approval Date: **Washington State Legislature - April 23, 2023  
Signed by Governor Inslee – May 16, 2023**

TOTAL AMOUNT OF AUTHORIZED FUNDS: **\$10,000,000 in 20 annual payments of \$500,000**

IN CONSIDERATION of the appropriation by the state legislature of county ferry capital improvement program (CFCIP) funds to the project in the amount set out above, the county hereby agrees that as condition precedent to payment of any CFCIP funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in RCW 47.56.725; the applicable rules and regulations of the CRABoard (WAC 136-400 et.seq.) and all representations made to the CRABoard upon which the fund allocation was based; all of which are familiar to and within the knowledge of the county and are incorporated herein and made a part of this agreement, although not attached. The officer of the county, by his/her signature below, hereby certifies on behalf of the county, that matching funds and other funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the project application, and acknowledges that funds hereby authorized are for the development of the construction proposal as defined by the project application.

The county hereby agrees and certifies that:

- (1) It is in compliance with the provisions of WAC ch. 136-400 regarding eligibility for CFCIP funds. If the county is found not to be in compliance with the provisions of Chapter 400, such non-compliance may be cause for the CRABoard to withdraw or deny the Certificate of Good Practice of that County.
- (2) The project will be constructed in accordance with the information furnished to the CRABoard, and the plans and specifications prepared by the county engineer.
- (3) It will notify the CRABoard when a construction contract has been awarded, when construction has started, and when the project has been completed.
- (4) It will reimburse the CFCIP in the event a project post audit reveals improper expenditure of CFCIP funds.

If the costs of the project exceed the amount of CFCIP funds authorized by the CRABoard, set forth above, and the required matching funds and other funds represented by the local agency to be committed to the project, the local agency will pay all additional costs necessary to complete the project as submitted to the CRABoard.

IN CONSIDERATION of the promises and performance of the stated conditions by the county, the CRABoard hereby agrees to direct the transfer of annual payment of CFCIP funds to the county after commencement of each fiscal year, and subject to the availability of CFCIP funds apportioned by the legislature.

This agreement supersedes all prior agreements issued using the project number listed above and shall be valid and binding only if it is signed and returned to the CRABoard office within 45 days of its mailing by the CRABoard.

**COUNTY ROAD ADMINISTRATION BOARD:**

**COUNTY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_