

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202409005-1

Originating Department	24 - County Executive
Division/Program: (i.e. Dept Division and Program)	2420 - Non-Departmental / Public Utilities Improvement Fund (EDI FUND)
Contract or Grant Administrator.	Jake Logan Administrative Services Coordinator, Executive's Office
Contractor's / Agency Name:	City of Bellingham
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 #. 202409005	
Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: N/a Already approved? Council Approved Date: 10/08/2024 (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): n/a ALN: n/a Complete ALN field if contract involves direct federal grant/cooperative agreements or pass-through federal funds	
Is this contract grant funded? Yes ☐ No ☒ If yes, Whatcom County grant contract number(s): n/a	
Is this contract the result of a RFP or Bid process? Contract Yes ☐ No ☒ If yes, RFP and Bid number(s): n/a Cost Center: 32422433 7220	
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	
Contract Amount.(sum of original contract amount and any prior amendments): \$ 1,000,000 This Amendment Amount. \$ 0 Total Amended Amount. \$ 1,000,000	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants exceeding \$40,000 and 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.
Summary of Scope: This intergovernmental grant agreement is to provide funding to support the bear creek mitigation bank This amendment modifies the reporting requirements so as to support CoB internal labor to a greater extent than was originally imagined in the original agreement	
Term of Contract: 5 years Expiration Date: 12/31/2029	

Contract Routing:	1 Prepared by: Jake Logan	Date: 2026 04 17
	2 Attorney signoff: Brandon Waldron	Date: 2026 04 17
	3 AS Finance reviewed: Marianne Caldwell	Date: 2026 05 18
	4 IT reviewed (if IT related): n/a	Date: n/a
	5 Contractor signed: Contact - ACburns	Date:
	6. Executive contract review: Jake Logan	Date: 2026 05 28
	7. Council approved, if necessary: AB2026-401	Date: 2026 05 26
	8. Executive signed: SSidhu	Date:
	9. Original to Council.	Date:

WHATCOM COUNTY
EXECUTIVE'S OFFICE
County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

To: Whatcom County Executive Satpal Sidhu
From: Jake Logan, Administrative Services Coordinator – Executive Staff
Subject: Amendment No. 1 to Contract No. 202409005 – Bear Creek Corridor Mitigation Bank
Date: April 17, 2026

Background and Purpose

In November 2024, the County and the City entered into Contract No. 202409005, providing a \$1,000,000 EDI (Economic Development Investment) grant from the Public Utilities Improvement Fund to support construction of the Bear Creek Corridor, the first site of the Bellingham Mitigation Bank. The project will generate compensatory mitigation credits available to public and private developers with unavoidable aquatic resource impacts.

The City has determined that the technical complexity of the construction work - including adaptive in-field decisions on planting, invasive species removal, and stream corridor enhancement - favors performing a portion of the work using City staff with City-owned vehicles and equipment rather than exclusively through a competitively bid third-party contract. The Original Agreement did not expressly contemplate this approach. Amendment No. 1 clarifies that the City may use City staff, third-party contracts, or a combination of both, and establishes documentation requirements for any City labor, vehicle, and equipment costs submitted for reimbursement. Such costs will be billed at the City's Public Works Operations standard composite billing rates, with the applicable rate schedule included with each reimbursement request.

Funding Amount and Source

Amendment No. 1 does not change the grant amount, funding source, Project scope, or contract term. The grant remains \$1,000,000 from the Public Utilities Improvement Fund, and the agreement expires December 31, 2029. See the Procedural Note below regarding Council approval.

Differences from Previous Contract

Section V.A.(iii) is amended to clarify that the City may perform construction using City staff with City-owned vehicles and equipment, competitively bid third-party contracts, or a combination of both; the City's obligation to comply with applicable public works bidding laws when using third-party contractors is retained. A new Section V.A.(v) requires that, when City staff are used, the City submit with each reimbursement request a work order report identifying each employee's hours and dates worked on the Project, hours and dates for vehicles or equipment used, a description of work performed, and documentation of any materials, rental equipment, or supply costs - all to be maintained under existing Section VI recordkeeping requirements. City labor, vehicles, and equipment shall be billed at the City's Public Works Operations standard composite billing rates; the City shall include its current composite billing rate schedule with each reimbursement request, and any updates to the composite rate shall apply prospectively only and be disclosed to the County in writing prior to their first application. Section II (Term) is also amended to replace the original and somewhat unclear event-based termination trigger with a fixed expiration date of December 31, 2029 (consistent with the original CIS and application submitted when this funding was granted) while preserving the County's disbursement conditions. All other terms of the Original Agreement remain unchanged.

**AMENDMENT NO. 1 TO
ECONOMIC DEVELOPMENT INVESTMENT PROGRAM
INTERLOCAL LOAN AND GRANT AGREEMENT
WHATCOM COUNTY CONTRACT NO. 202409005**

City of Bellingham — Mitigation Bank Project: Bear Creek Corridor Construction Project

This Amendment No. 1 ("Amendment") is entered into by and between **Whatcom County** ("County") and the **City of Bellingham** ("City"), and amends the Economic Development Investment Program Interlocal Loan and Grant Agreement, Whatcom County Contract No. 202409005, executed November 6, 2024 ("Original Agreement").

WHEREAS, the Original Agreement provides funding support for the Bellingham Mitigation Bank Project: Bear Creek Corridor Construction Project ("Project"); and

WHEREAS, the City has determined that the technical complexity of the Project and the need for adaptive field decision-making during construction favor performing a portion of the construction work with City staff, vehicles and equipment rather than entirely through a competitively bid third-party construction contract; and

WHEREAS, this Amendment does not change the grant amount, the Project scope, or the contract term; and

WHEREAS, Section XIV of the Original Agreement provides that modifications shall be in writing and duly authorized and executed by both parties;

NOW, THEREFORE, the parties agree to amend the Original Agreement as follows:

1. Section V.A.(iii) is amended to read as follows:

(iii) The City of Bellingham shall be responsible for all aspects of the public works construction, which may include work performed by City staff using City owned vehicles and equipment, competitively bid third-party construction contracts, or a combination thereof. To the extent the City utilizes third-party contractors, the City of Bellingham will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.

2. A new Section V.A.(v) is added to read as follows:

(v) To the extent the City performs Project work using City staff, the City shall maintain and provide to the County, with each reimbursement request, detailed documentation supporting costs claimed. City labor, vehicles and equipment will be billed at Public Works Operations standard billing rates. Labor rates are a composite average of pay rates for employees in the work group with an estimate for benefits costs added. A current list of rates is available on request. Rates may be updated annually to reflect regular wage increases and the makeup of the

work group Documentation shall be in the form of a work order report or reports listing each employee's hours and dates worked on the Project, hours and dates for vehicles or equipment used on the Project. a description of the work performed; and documentation of any materials, rental equipment, or supply costs incurred. The City shall maintain such records in accordance with Section VI of this Agreement. The City shall provide its current composite billing rate schedule to the County with each reimbursement request. Any updates to the composite rate shall apply prospectively only and shall be disclosed to the County in writing prior to their first application.

3. Section II is amended to add the following sentence: "In no event shall this Agreement remain in effect beyond December 31, 2029."
4. **All other terms and conditions of the Original Agreement not expressly modified by this Amendment shall remain in full force and effect.**
5. **This Amendment shall take effect upon execution by both parties.**

EXECUTED, this _ 28th _ day of _ May _ , 2026, for WHATCOM COUNTY:



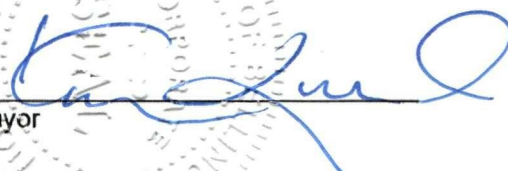
Whatcom County Executive

Approved as to form:

Brandon Waldon	04/17/2026
Chief Civil Deputy Prosecutor	Date

CITY OF BELLINGHAM SIGNATURE PAGE FOR _____

EXECUTED this 12th day of June, 2026 for the CITY OF BELLINGHAM
by:

Mayor

Departmental Approval:



Public Works Director

Attest:



Finance Director

Approved as to Form:



Office of the City Attorney



Contract Coversheet

Contract: C2401164
Amendment: 1

Name Whatcom County	Contracting Party ID C002715	DBA or Disregarded Entity	
Department Public Works	Originator Rush Duncan		
Classification Grants	Project Name EDI Grant: Mitigation Bank-Bear Creek Corridor	Project Manager Analiese Burns	
Original Amount \$1,000,000.00	Maximum Amount	Total Amendment Change	Current Amendment Amount
Type SM - Services/Mixed	Structure ST - Standard	Agreement Type REVENUE - Revenue contract	
Completion Date 10/9/2099	Amended Completion Date	Compliance Type Insurance not required	
Retainage %	Retainage Comments		
Renewal Date	Renewal Notes		

Additional Contract Notes:

Whatcom County - EDI Grant: Mitigation Bank-Bear Creek Corridor Construction Project. Funding support for Bellingham Mitigation Bank Project using County funds designated for infrastructure development. Approved by Bellingham City Council 10/7/2024. COB will construct, partially funded by a \$1M grant from Whatcom County Public Utilities Improvement Fund, balance to be funded by the COB. Project improvements (when complete) will be owned and maintained by COB \$1M grant funding disbursement: COB Local Funds: \$3, 640,000 + Whatcom County EDI Fund (Grant): \$1,000,000 = Total \$4,640,000. 6/1/26: Amndmnt 1-expands the flexibility to allow the City use internal staff. No other chgs, including budget and expiration date.

Contacts:

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