

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks and Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Admin
Contract or Grant Administrator:	B. Knox
Contractor's / Agency Name:	Lummi Island Heritage Trust
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <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? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 3240623005	
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 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): \$ 50,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ 50,000	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.
Summary of Scope: The 2023-2024 Whatcom County Budget authorizes \$50,000 in REET II funding to implement capital improvements at Aiston Preserve including, but not limited to, installation of permanent wayfinding, path construction, parking improvements, and other visitor amenities. This agreement with the Lummi Island Heritage Trust governs expenditure of those funds by the Trust.	
Term of Contract: Upon signature through 12/31/2025 Expiration Date: 12/31/2025	

Contract Routing:	1. Prepared by: <u>B. Knox</u>	Date: <u>7/9/2024</u>
	2. Attorney signoff: <u>B. Waldron (via e-mail)</u>	Date: <u>7/9/2024</u>
	3. AS Finance reviewed: <u>Andrew Tan (via e-mail)</u>	Date: <u>7/10/2024</u>
	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: _____

MEMORANDUM OF AGREEMENT

BETWEEN WHATCOM COUNTY AND THE LUMMI ISLAND HERITAGE TRUST FOR PROVISION OF \$50,000 IN REET II FUNDING FOR AISTON PRESERVE

WHATCOM COUNTY, a municipal corporation, hereinafter referred to as the “**COUNTY**” and **LUMMI ISLAND HERITAGE TRUST**, hereafter referred to as “**LIHT**”, is a publicly-supported, tax exempt nonprofit corporation, qualified under Sections 501 (c)(3) and 170(h) of the Internal Revenue Code and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is the preservation of open space, native habitat, and natural and cultural resources of Lummi Island, hereby agree to the following terms:

WHEREAS, **LIHT** is owner of that certain real property in Whatcom County, Washington, known as Aiston Preserve (“Preserve”); and

WHEREAS, the Preserve is a 105-acre parcel of land located on Lummi Island consisting of approximately 4,000 feet of saltwater shoreline and pocket beaches, 85 acres of upland forest, and 20 acres of an abandoned rock and gravel quarry; and

WHEREAS, In March 2016, **LIHT** granted the **COUNTY** a Conservation and Public Access Easement (2016-0303262) over the Preserve to facilitate the restoration and preservation of the Preserve and, consistent with preservation of the conservation values of the Preserve, to facilitate public access and use of the Preserve for low-impact, non-motorized recreational and educational uses and activities; and

WHEREAS, pursuant to the Conservation and Public Access Easement (“Easement Agreement”), the **LIHT** reserves all rights and privileges of ownership except as explicitly restricted by the Easement Agreement; and bears all costs and responsibilities related to the ownership, lease, restoration, operation, upkeep, and maintenance of the Preserve, except as may be otherwise provided in the Easement Agreement or agreed to by the **COUNTY**, and

WHEREAS, pursuant to the Easement Agreement, The **COUNTY** has the right and responsibility, in coordination with **LIHT**, to develop reasonable public access and use of the Preserve; and

WHEREAS, **LIHT**, having substantially completed restoration of portions of the Preserve previously occupied by a sand and gravel quarry, now seeks to implement capital improvements including, but not limited to, installation of permanent wayfinding, path construction, parking improvements, and other visitor amenities within the Preserve (the “Capital Improvements”); and

WHEREAS, the currently-adopted Six-Year Capital Improvement Plan includes \$50,000 for Aiston Preserve Access Improvements and the 2023-2024 Whatcom County Budget authorizes expenditures of this \$50,000 in funding in 2024, and

WHEREAS, the County seeks to provide LIHT \$50,000 in REET II funding towards these capital improvements on the Preserve.

NOW THEREFORE BE IT AGREED THAT THE PARTIES AGREE AS FOLLOWS:

1. Lummi Island Heritage Trust

- A. LIHT will use the \$50,000 allocation of REET II Funding to implement the Capital Improvements within the Preserve. Notwithstanding this \$50,000 allocation of REET II Funding, LIHT agrees to be solely responsible for and to bear full cost of any additional improvements within the Preserve. LIHT agrees that it will pay all costs and expenses for work done and materials used for the construction of improvements within the Preserve.
- B. Expenditure of REET II funds is subject to state law and Whatcom County procurement policies, such as the requirement under chapter 39.12 RCW that all workers for public works and maintenance contracts be paid prevailing wages, regardless of the dollar value of the contract. LIHT agrees to comply with all applicable state, federal, and local laws and regulations associated with performance of this **AGREEMENT**.

2. Whatcom County

- A. Upon receipt of invoices from LIHT for work completed, the **COUNTY** agrees to reimburse LIHT up to \$50,000 in funding to support the Capital Improvements referenced herein (30 days net).
- B. Upon consultation, the COUNTY will provide input regarding standards and materials utilized in performance of this **AGREEMENT**.

3. Administration of Agreement:

The Administrative Officer for purposes of this agreement for the **COUNTY** is:

Bennett Knox, Parks Director
Whatcom County Parks & Recreation
3373 Mt. Baker Hwy
Bellingham, WA 98226
Telephone: 360.778.5855
Email: bknox@co.whatcom.wa.us

The Administrative Officer for purposes of this agreement for the **LIHT** is:

Scott Josiah, Board Chair
Lummi Island Heritage Trust
PO Box 158
Lummi Island, WA 98262

Telephone: 360-758-7997

Email: scott@liht.org

4. Extent of Agreement:

This AGREEMENT contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT.

5. Eligible Expenditures

Use of REET II funds are governed by chapter 82.46 RCW and are limited to planning, construction, reconstruction, repair, rehabilitation, or improvement of parks. Eligible planning is related to specific capital projects defined in the statutes and listed in the COUNTY's capital facilities plan. For the AGREEMENT, the following improvements capital improvements to Aiston Preserve have been identified in previously prepared planning documents and are eligible for reimbursement: restrooms, viewpoints, interpretive and safety signage, fencing and gates, walking trails and a parking area.

6. Invoicing

LIHT shall submit quarterly invoices to the COUNTY for reimbursement for expenditures up to \$50,000. Invoices shall be submitted electronically via e-mail no later than the 5th day of the quarter in which the work was completed. (January 5, April 5, July 5, October 5). In the event no reimbursable expenditures occur within a quarter, LIHT shall so notify the COUNTY.

A complete reimbursement request shall include an itemized invoice listing each separate eligible expenditure to be reimbursed along with vendor invoices to be reimbursed and proof of payment.

Invoices for reimbursement with related background documentation shall be submitted to:

Whatcom County Parks & Recreation
parks@co.chatcom.wa.us

7. Term

This AGREEMENT shall commence on signature of all parties and expires on December 31, 2025. The term of this AGREEMENT may be extended by mutual agreement of the parties; provided, however, that the AGREEMENT is in writing and signed by both parties.

8. Termination

It is acknowledged by the Parties hereto that this agreement may be terminated at will by any of the Parties by giving ninety (90) days written notice to the other of the Parties of the desire to terminate.

{Signature page(s) to follow}

Lummi Island Heritage Trust:

Approved as to form:

Konrad Liegel

Konrad J Liegel, LIHT Counsel

July
September 10, 2024
188 Date

Approved:

Lummi Island Heritage Trust:

By: Scott Josiah

Title Board chair

07/11/2024
Date

STATE OF WASHINGTON)

) ss

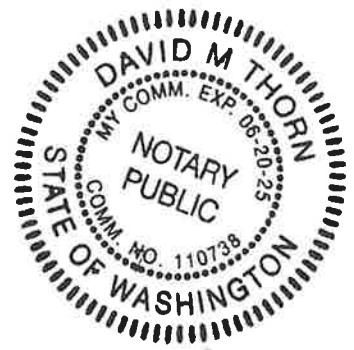
COUNTY OF WHATCOM)

On this 11th day of July, 2024 before me personally appeared Scott Josiah, to me known to be the Board Chair of the Lummi Island Heritage Trust, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at

Lummi Island. My commission expires 6/20/25.



WHATCOM COUNTY:

Approved as to form:

Brandon Waldron (v.r e-mail)

7/9/2024

Chief Civil Deputy, Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____

Whatcom County Executive

Date

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at

_____. My commission expires _____