



**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 \_\_\_\_\_ day of \_\_\_\_\_, 2026, for the **City of Bellingham**:

\_\_\_\_\_  
Kim Lund, Mayor

\_\_\_\_\_  
Public Works Director

Attest:

\_\_\_\_\_  
Finance Director

Approved as to Form:

\_\_\_\_\_  
Office of the City Attorney

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, for **WHATCOM COUNTY**:

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Whatcom County Executive

Approved as to form:

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Chief Civil Deputy Prosecutor Date