

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	90 - Public Works
Division:	Design & Construction
Program:	905900 / Construction
Contract or Grant Administrator:	Josh Cihak, P.E. - Engineering Manager
Contractor's / Agency Name:	Birch Bay Water & Sewer District

Type of contract:	Interlocal Agreement (RCW 39.34)	
Is this a new contract ? Yes	If not, is this an amendment or renewal to an existing contract? No	If amendment or renewal (per W.C.C. 3.08.11(a)), original contract #:
Is this a grant agreement? No	If yes, grantor agency contract numbers:	ALN: <i>Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds</i>
Is this contract grant-funded ? No	If yes, Whatcom County grant contract number(s):	
Is this contract the result of an RFP or Bid Process? No	If yes, RFP and Bid number(s):	Federal reimbursement? No
Procurement Method:	N/A - Interlocal/Grant - For interlocal agreements between governments or grant-funded contra	
Council review requirements & exemptions:	Required - Interlocal agreement (Cooperative Purpose, Referencing RCW 39.34)	

Fund:	1900	Original Contract Amount (if amendment):	N/A
Cost Center:	19002374	This Amendment Amount (if applicable):	
Object Account:	6610	Total Contract Amount:	N/A

Contract term ends: at Project Completion

Contract routing (please initial & date):

Prepared by:	Eric Vavra 4/27/2026	Contractor signed:	
Contractor review:		Executive review:	
Attorney signoff:	Tom Seguire 4/27/26	Council approval, if necessary:	AB#:
AS Finance review:	M. Caldwell 4/27/26		
IT review (if related):		Executive signed	

**INTERLOCAL AGREEMENT
BETWEEN
BIRCH BAY WATER AND SEWER DISTRICT
AND
WHATCOM COUNTY
FOR
THE DRAYTON HARBOR ROAD LANDSLIDE REPAIR PROJECT
(COUNTY ROAD PROJCT NO. 923001)**

This Interlocal Agreement (“Agreement”) is made and entered into by and between Birch Bay Water and Sewer District, a Washington special-purpose district (hereinafter referred to as “BBWSD”), and Whatcom County, a Washington municipal corporation (hereinafter referred to as the “County”). The County and BBWSD may be referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, Drayton Harbor Road is a County-owned, single-lane roadway following the southwest bluff along Drayton Harbor in Blaine, WA; and

WHEREAS, in 2021 during a presidentially-declared major disaster event (DR-4635), a 300-foot section of the bluff immediately west of the Shintaffer Road intersection sloughed up to 15 feet in height, compromising the westbound lane of Drayton Harbor Road; and

WHEREAS, the County has developed plans to repair the landslide and roadway damage which requires multiple utility relocations, including BBWSD’s watermain facility located within County right-of-way, as permitted under the franchise agreement executed between the Parties (Ordinance Number 2005-046); and

WHEREAS, for the convenience and efficiency of both Parties, the County has agreed to construct the watermain relocation on behalf of the BBWSD as part of the planned roadway repairs; and

WHEREAS, the County has completed the engineering design, including the watermain relocation, and this Agreement governs construction activities only; and

WHEREAS, pursuant to the franchise agreement, it is BBWSD’s financial responsibility to relocate its facilities at its own expense; and

WHEREAS, BBWSD has committed to reimburse the County for all reasonable and necessary expenses to relocate the watermain; and

WHEREAS, the above recitals are a material part of this Agreement.

NOW, THEREFORE, it is agreed by the Parties hereto as follows:

1. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the Parties in connection with County Road Project No. 923001 (“Project”).

2. PARTY RESPONSIBILITIES

A. BIRCH BAY WATER AND SEWER DISTRICT

The BBWSD Shall:

1. Reimburse the County for the actual, reasonable, and documented construction costs incurred to relocate BBWSD’s watermain, currently estimated to be no more than seventy-five thousand dollars (\$75,000.00). Any work or material upgrades beyond the scope of relocating the existing watermain and its associated appurtenances shall be the sole financial responsibility of the County and shall not be subject to reimbursement by BBWSD. Payment shall be made in a lump sum, payable to the County upon receipt of an invoice after watermain relocation work is physically complete, as approved by BBWSD.

B. WHATCOM COUNTY

The County shall:

1. Ensure adequate budget is allocated for the watermain relocation.
2. Expeditiously complete the watermain relocation in accordance with all applicable laws, regulations, permits and policies.
3. Maintain accurate records of all costs associated with the watermain relocation and make such records available to BBWSD upon request.
4. Invoice BBWSD for actual and reasonable costs incurred for said watermain relocation once the relocation work is physically complete and approved by BBWSD.

3. OWNERSHIP

BBWSD retains sole and exclusive ownership of the watermain and all associated appurtenances. Nothing in this Agreement shall be construed to transfer, convey, or otherwise vest any ownership interest in said assets to the County.

4. TERM OF AGREEMENT

This Agreement shall commence on the effective date as defined in Section 15 and shall remain in full force and effect until Project completion and final payment from BBWSD, unless earlier terminated pursuant to Section 10 of this Agreement.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each Party.

6. DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the manner set forth in this section. The Parties shall each appoint a member to the dispute board. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the Parties hereto. In the event of a dispute concerning performance, BBWSD agrees to deposit the disputed funds with an agreed-upon third party in formal escrow or trust pending the final resolution of the dispute. This Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance.

7. INDEMNIFICATION

To the extent permitted by law, each Party agrees to protect, defend, appear, save harmless and indemnify the other Party from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of that Party, its agents or employees in the performance of this Agreement.

8. ASSIGNMENT

The obligations to be performed by the Parties under this Agreement are not assignable or delegable by any Party in whole or in part, without the prior written consent of the other Party.

9. WAIVER

A failure by any of the Parties to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

10. TERMINATION

Either Party may terminate this Agreement without cause upon providing sixty (60) days' prior written notice to the other Party. Such notice shall be delivered by certified mail, return receipt requested, or by another mutually agreed written delivery method, to the other Party's last known address.

Termination shall not relieve either Party of responsibility for all costs incurred and performance rendered in accordance with this Agreement through the effective date of termination. Regardless of which Party terminates, BBWSD shall reimburse the County for all reasonable, documented costs directly attributable to BBWSD's watermain relocation work, including contractor demobilization or termination costs to the extent so attributable.

Following termination, the County shall provide BBWSD with an itemized invoice and reasonable supporting documentation for all costs for which reimbursement is sought. The Parties shall cooperate in good faith to timely review such costs and confirm that they are directly attributable to BBWSD's watermain relocation work. BBWSD shall remit payment for all undisputed amounts within thirty (30) days of receipt of the invoice. Any disputed amounts shall be resolved in accordance with Section 6. The obligations of the Parties under this Section 10 shall survive termination of this Agreement.

11. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement. The remaining provisions shall continue in full force and effect, provided that such remainder conforms to the requirements of applicable law and remain consistent with the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

12. INTEGRATION OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

13. CONTRACT MANAGEMENT

No new separate legal or administrative entity is created to administer the provisions of this Agreement. No agent, employee, servant, or representative of any Party shall be deemed to be an employee, agent, servant, or representative of the other Party for any purpose. Each Party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement. The Contract Administrator for each Party shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for BBWSD is:

Mike Kim, Operations Manager
Birch Bay Water and Sewer District
7096 Point Whitehorn Rd
Blaine, WA 98230
(360) 371-7100
mikekim@bbwsd.com

The Contract Administrator for the County is:

Eric Vavra, Project Engineer
Whatcom County Public Works Department
322 N. Commercial Street
Bellingham, WA 98225
(360) 778-6287
evavra@co.whatcom.wa.us

14. COUNTERPARTS

This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.

15. EFFECTIVE DATE

This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor or posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

