WHATCOM COUNTY
CONTRACT NO.

WHATCOM COUNTY CONTRACT INFORMATION SHEET (CIS)

Whatcom Co. Contract #: 202606033

Originating Department: 90 - Public Works	
Division: 9075 - Flood	
Program: 907500 - River Flood	
Contract or Grant Administrator: Julie Anderson, River & Flood Manager	
Contractor's / Agency Name: US Army Corps of Engineers (USACE)	
Title of Agreement (optional): Cooperation Agreement between the Whatcom County Flood Control District (FCZD) and th	

Type of Contract: Interlocal Agreement (RCW 39.34)	
If amendment or renewal, original contract #:	
Is this is a grant agreement? No If so, grantor agency contract #s:	ALN: *Note: Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds.*
Is this contract grant-funded? No	If yes, Whatcom County grant contract number(s):
If this contract the result of an RFP? No	If yes, RFP number(s):
Is this contract the result of a Bid Process? No	If yes, Bid Number(s):
Does this contract involve federal reimbursement? *(i.e. fed grant, cooperative agreement, pass-through fed funds, etc.)* No	
Procurement method: N/A - Interlocal/Grant - For interlocal agreements between governments or grant-funded contracts	
Council review: Required - Interlocal agreement (Cooperative Purpose, Referencing RCW 39.34)	

Fund(s): 1908	Original Contract Amount: $ 116,100.00
Cost Center(s): 19082690	This Amendment Amount: $
Object Account(s): varies	**Total Cumulative Amount:** $ 116,100.00

Contract term ends: No Renewable Option

Key words/summary (optional):

This cooperation agreement provides for the US Army Corps of Engineers (USACE) to repair the Hannegan Levee along the left bank of the Nooksack River near the end of Ritter Road between the Cities of Lynden and Ferndale. Project is

Contract routing *(please initial & date)*:

Prepared by: TBouma & JAnderson - 6/1/2026	Contractor signed:
Contractor review:	Executive review: TW 6/29/26
Attorney signoff: T. Seguine 6-8-26	Council approval, if necessary: 6/23/26
AS Finance review: J. Thomson 06/05/2026	AB#: AB2026-474
IT review (if related): n/a	Executive signed: 6/29/2026

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

ELIZABETH KOSA
DIRECTOR

RIVER AND FLOOD
322 N. Commercial Street, 2nd Floor
Bellingham, WA 98225-4042
Phone: (360) 778-6230
Fax: (360) 778-6231

MEMORANDUM

To:	The Honorable Satpal Singh Sidhu, Whatcom County Executive, and The Honorable Members of the Whatcom County Council, collectively serving in their capacity as the Whatcom County Flood Control Zone District Board of Supervisors
Through:	Elizabeth Kosa, Public Works Director
From:	Gary Stoyka, Natural Resources Program Manager Julie Anderson, River and Flood Manager
Subject:	Cooperative Agreement between the Whatcom County Flood Control Zone District (FCZD) and the US Army Corps of Engineers (USACE) for Rehabilitation of Flood Control Works – Ritter Road Levee Repair – Project No. NSK-02-26
Date:	06/01/2026

Enclosed please find one (1) original of a Cooperation Agreement between the Flood Control Zone District (FCZD) and the US Army Corps of Engineers (USACE) for your review and signature.

Background and Purpose

High flows along the Nooksack River from the December 2025 flood event have caused scouring and bank erosion along the riverward slope and toe of the Ritter Road levee resulting in loss of embankment material. The damage occurred along the left bank of the Nooksack River near the end of Ritter Road between the Cities of Lynden and Ferndale. The proposed project will repair approximately 450 linear feet of the levee to better withstand future high-water events. The segment of levee to be repaired provides a 100-year level of protection (undamaged condition) and primarily protects high value agricultural lands and associated infrastructure, low density development and County roads. The Ritter Road Levee is active and eligible for repairs under the U.S. Army Corps of Engineers (USACE) PL84-99 program.

Funding Amount and Source

The total construction cost is estimated at $580,500, of which 80% or $464,400 will be funded by the USACE, and 20% or $116,100 is the responsibility of the FCZD or local sponsor. The repair work is located within Diking District #3 (DkD3). Accordingly, DkD3 shall provide contribution toward the project equal to 30%, or $34,830 of the FCZD share for Rehabilitation Effort Costs incurred by the USACE. The budget authority for this expenditure is included in the adopted 2026 budgets for the FCZD for emergency repairs. As discussed with the Board of Supervisors on May 26, 2026, staff plans to submit a subsequent supplemental budget request to replace this expense to ensure there is adequate budget for emergency

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repairs for the next flood season. Council authorization is required pursuant to RCW 39.34.030(2) for agreements between public agencies.

Recommended Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the FCZD Board of Supervisors, enter into a cooperative agreement for repairs to the Ritter Road levee along the left bank of the Nooksack River. A Flood Control Works Agreement between the FCZD and DkD3 for this levee project will be forwarded under separate cover.

Please contact Travis Bouma (Project Manager) at extension 6293 if you have any questions or concerns.

Encl.

W C Contract No.
202606033

COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
FOR
RITTER ROAD LEVEE REHABILITATION NSK-02-26

THIS AGREEMENT is entered into this 29 day of June, 2026, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Seattle District (hereinafter the "District Commander") and the Whatcom County Flood Control Zone District(hereinafter the "Public Sponsor"), represented by its Executive.

WITNESSETH, THAT:

WHEREAS, the non-Federal flood risk management project commonly referred to as the Ritter Road Levee (hereinafter the "Project"), is located in Whatcom County, WA, near Ferndale on the left bank of the Nooksack River;

WHEREAS, pursuant to Public Law 84-99, as amended (33 U.S.C. 701n), the Government is authorized to conduct repair or restoration of the project (hereinafter the "rehabilitation work", as defined in Article I.A. of this Agreement) if the Public Sponsor agrees to provide 20 percent of the cost shared rehabilitation costs, as defined in Article I.C. of this Agreement;

WHEREAS, on January 22, 2026, the Public Sponsor requested in writing that the Government, undertake the rehabilitation work and agreed to provide its 20 percent of the cost shared rehabilitation costs; and

WHEREAS, the Government and the Public Sponsor have the full authority and capability to perform the rehabilitation work in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "rehabilitation work" means repairing approximately 450 linear feet of levee to restore the pre-flood damage level of protection, as generally described in Project Information Report, Rehabilitation of Flood Control Works, Ritter Road.

Whatcom County, Washington, NSK-02-26, dated March 2026 and provided to the Public Sponsor on May 15, 2026.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "cost shared rehabilitation costs" means all costs incurred by the Government and the Public Sponsor that are directly related to construction of the rehabilitation work and cost shared. The term includes the Government's construction costs; the Government's supervision and administration costs; the Public Sponsor's creditable cost for in-kind contributions; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include the Government's Full Federal engineering and design (E&D) costs; costs for operation and maintenance; real property interests, placement area improvements, and relocations; HTRW investigations, cleanup, and response; betterments; audits; or increased costs to correct deficient, deferred, or inadequate maintenance, or for the Public Sponsor's preferred alternatives.

D. The term "Full Federal E&D costs" means the costs for engineering and design work incurred by the Government after the effective date of this Agreement at full Federal expense.

E. The term "total costs of the rehabilitation work" means the sum of the cost shared rehabilitation costs and the Full Federal E&D costs.

F. The term "in-kind contributions" means those materials or services provided by the Public Sponsor that are identified as being integral to the rehabilitation work by the Division Commander for Northwestern Division (hereinafter the "Division Commander"). To be integral to the rehabilitation work, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the rehabilitation work.

G. The term "betterment" means the difference in construction of an element of the rehabilitation work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

H. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with applicable Federal laws, regulations, and policies, the Government shall undertake the rehabilitation work subject to receiving funds appropriated by the Congress and funds provided by the Public Sponsor. In carrying out its obligations under this Agreement, the Public Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Public Sponsor shall contribute 20 percent of the cost shared rehabilitation costs and provide the following, in accordance with the provisions of this paragraph:

1. As further specified in Article III, the Public Sponsor, at no cost to the Government, shall provide the real property interests, placement area improvements, and relocations required for the rehabilitation work.

2. In accordance with Article IV, the Public Sponsor, at no cost to the Government, shall be responsible for undertaking any HTRW investigations required by the Government for the rehabilitation work.

3. If providing in-kind contributions as a part of its cost share for the rehabilitation work, the Public Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Public Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Public Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work. The Government shall verify and credit the value of the in-kind contributions towards the Public Sponsor's share of the cost shared rehabilitation costs in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article VIII.B. to determine reasonableness, allocability, and allowability of costs.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Public Sponsor incurred to provide the in-kind contributions, which may include engineering and design; construction; and supervision and administration, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Public Sponsor's employees.

b. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions obtained at no cost to the Public Sponsor; any in-kind contributions performed prior to the effective date of this Agreement; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Any credit afforded for in-kind contributions under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). and credit may be withheld, in whole or in part, as a result of the Public Sponsor's failure to comply with its obligations under these laws.

4. After considering the estimated amount of credit that will be afforded to the Public Sponsor pursuant to paragraph B.3., above, if any, the Government shall determine the estimated amount of funds required from the Public Sponsor to meet its 20 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Public Sponsor shall provide the full amount of such required funds to the Government in accordance with Article V.C.

5. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Public Sponsor with a written estimate of the full amount of funds required from the Public Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Public Sponsor shall provide the full amount of such required funds to the Government in accordance with Article V.C.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Public Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. Within 30 calendar days of the District Commander determining that the rehabilitation work is complete, the District Commander shall so notify the Public Sponsor in writing. The Government shall furnish the Public Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") to reflect changed conditions resulting from rehabilitation work and copies of all as-built drawings for the completed work.

1. The Government undertaking the rehabilitation work has no effect on the Public Sponsor's responsibility for operation, maintenance, repair, rehabilitation, and replacement of the Project, to include any additional responsibilities related to rehabilitation of the Project, at no cost to the Government. The Public Sponsor shall continue to operate and maintain the Project in accordance with applicable Federal laws and regulations and the Government's specific directions in the OMRR&R Manual. The

Government and the Public Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Public Sponsor now or hereafter owns or controls to inspect the Project. If the Government determines that the Public Sponsor is failing to perform its obligations under this Agreement and the Public Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project, or deny further assistance under Public Law 84-99. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Public Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

E. The Public Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the rehabilitation work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. The Public Sponsor shall hold and save the Government free from all damages arising from the rehabilitation work, and for operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or the Government's contractors.

G. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

H. The Public Sponsor may request in writing that the Government perform betterments on the Public Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Government shall provide written notice to the Public Sponsor of the amount of funds required to cover the costs of such work in advance of the Government performing the work. The Public Sponsor shall provide such funds in accordance with Article V.F. In addition, the Public Sponsor is responsible for providing, at no cost to the Government, any additional real property interests, relocations, and placement area improvements determined by the Government to be required for such work.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, AND RELOCATIONS

A. The Government, after consultation with the Public Sponsor, shall determine the real property interests required for the rehabilitation work. The Government shall provide the Public Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Public Sponsor must provide for the rehabilitation work. The real property interests required for the rehabilitation work may be provided incrementally for each construction contract. In accordance with Article IV, the Public Sponsor shall investigate to verify that HTRW does not exist in, on, or under any of the real property interests required for the rehabilitation work. For real property interests currently owned or controlled by the Public Sponsor, such HTRW investigations must be completed prior to the Government advertising a construction contract for that work. For any additional real property interests to be acquired by the Public Sponsor, such HTRW investigations must be completed by the Public Sponsor prior to the Government providing the Public Sponsor with a written notice to proceed with that acquisition. The Public Sponsor shall provide the Government with authorization for entry to such real property interests according to the Government's construction schedule for that work. The Public Sponsor shall ensure that real property interests they provide are retained in public ownership.

B. The Government, after consultation with the Public Sponsor, shall determine the placement area improvements required for the rehabilitation work, provide the Public Sponsor with general written descriptions, including maps as appropriate, of such improvements, and provide the Public Sponsor with a written notice to proceed with such improvements. The Public Sponsor shall construct the improvements in accordance with the Government's construction schedule for that work.

C. The Government, after consultation with the Public Sponsor, shall determine the relocations required for the rehabilitation work, provide the Public Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Public Sponsor with a written notice to proceed with such relocations. The Public Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for that work.

D. In acquiring the real property interests for the rehabilitation work, the Public Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Public Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displaced persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Public Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law that may exist in, on, or under real property interests required for the rehabilitation work.

B. In the event it is discovered that HTRW exists in, on, or under any of the real property interests needed for the rehabilitation work, the Public Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Public Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Public Sponsor should proceed. If HTRW is discovered in, on, or under real property interests that the Public Sponsor currently owns or controls or after acquisition of the real property interests, no further rehabilitation activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Public Sponsor shall be solely responsible, as between the Government and the Public Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Public Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Public Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Public Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction.

Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Public Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Public Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Public Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the owner and operator of the Project, including the rehabilitation work, for purposes of CERCLA liability or other applicable law.

ARTICLE V - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, the total rehabilitation costs are projected to be $680,500, which includes the cost shared rehabilitation costs and the Full Federal E&D costs. The cost shared rehabilitation costs are projected to be $580,500, with the Government's share of such costs projected to be $464,400 and the Public Sponsor's share of such costs projected to be $116,100, which includes creditable in-kind contributions projected to be $0, and the amount of funds required projected to be $116,100. The Government's Full Federal E&D costs are projected to be $100,000. Costs for betterments are projected to be $0. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The Government shall provide the Public Sponsor with quarterly financial reports setting forth the estimated cost shared rehabilitation costs and the Government's and Public Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Public Sponsor funds, to date; the amount of funds provided by the Public Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Public Sponsor during the upcoming fiscal year.

C. The Public Sponsor shall provide the funds required to meet its share of the cost shared rehabilitation costs by delivering a check payable to "FAO, USAED, Seattle (G3)" to the District Commander, or verifying to the satisfaction of the Government that the Public Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Public Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Public Sponsor to cover the non-Federal share of cost shared rehabilitation costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Public Sponsor to cover the Public Sponsor's required share of such rehabilitation costs, the Government shall provide the Public Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Public Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion or termination of construction of the rehabilitation work, the Government shall conduct a final accounting and furnish the Public Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Public Sponsor, the Public Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Seattle (G03)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Such final accounting does not limit the Public Sponsor's responsibility to pay its share of rehabilitation costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Public Sponsor exceed the amount of funds required to meet its share of rehabilitation costs, the Government shall refund such excess amount, subject to the availability of funds for the refund.

F. If the Government agrees to perform betterments on the Public Sponsor's behalf, the Government shall provide written notice to the Public Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receipt of such written notice, the Public Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article V.E. If at any time the Government determines that additional funds are required to cover such costs, the Public Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Public Sponsor exceed the amount that was required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Public Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for the rehabilitation work are not sufficient to complete such work, the Government shall so notify the Public Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by Congress and funds provided by the Public Sponsor to allow construction to resume.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to the rehabilitation work. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Public Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Public Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Public Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the rehabilitation work. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in rehabilitations costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Public Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Public Sponsor's request, provide to the Public Sponsor or independent auditors any such information necessary to enable an audit of the Public Sponsor's activities under this Agreement. The Public Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE IX - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Public Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Public Sponsor:
Whatcom County Executive
Whatcom County Flood Control Zone District
Whatcom County Public Works Department
River and Flood Division 322 N. Commercial Street, 2nd Floor
Bellingham, WA 98225-4042

If to the Government:
District Commander
U.S. Army Corps of Engineers, Seattle District
4735 E. Marginal Way S, Bldg. 1202
Seattle, WA 98134

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY	WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
BY: Kathryn P. Sanborn	BY: Satpal Sidhu
Kathryn P. Sanborn, PhD, PE, PMP Colonel, U.S. Army District Commander	Satpal Singh Sidhu Whatcom County Flood Control Zone District Whatcom County Executive
DATE: 01 JULY 2026	DATE: 6/29/2026

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL-, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Satpal Sidhu

Satpal Singh Sidhu
Whatcom County Flood Control Zone District
Whatcom County Executive

DATE: 6/29/2026

NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS

I, Randy Rydel, do hereby certify that I am the Finance Director of the Whatcom County Flood Control Zone District (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Ritter Road Levee Rehabilitation, NSK-02-26; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Cooperation Agreement Between the Department of the Army and Whatcom County Flood Control Zone District for Ritter Road Levee Rehabilitation NSK-02-26.

IN WITNESS WHEREOF, I have made and executed this certification this 29th day of June, 2026.

BY: ______________________

TITLE: Finance Director

DATE: 6/29/26

CERTIFICATE OF AUTHORITY

I, Tom Seguine, do hereby certify that I am the principal legal officer for the Whatcom County Flood Control Zone District, that the Whatcom County Flood Control Zone District is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Whatcom County Flood Control Zone District in connection with the Ritter Road Levee Rehabilitation NSK-02-26, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the Whatcom County Flood Control Zone District acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 22 day of June 20 26

~~Tom Seguine~~ Christopher Quinn
Senior Civil Deputy Prosecuting Attorney