

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202603017

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	River & Flood (9075)/Flood Planning
Contract or Grant Administrator:	Julie Anderson, River & Flood Manager
Contractor's / Agency Name:	City of Lynden
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: <u>2/24/2026</u> (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 checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): <u>202408009</u>	
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: <u>19082359</u>	
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 checked="" 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): \$ <u>113,600</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>113,600</u>	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants 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: _____	
A cost reimbursement agreement with the City of Lynden to further advance their Mouw Ditch project design to 30% for Phase 1. The project addresses drainage and flooding issues in the Bertrand Creek subbasin. The work will be funded with pass-through funding from our 2023-25 Floodplains by Design grant.	
Term of Contract: Not to Exceed	Expiration Date: June 30, 2027

Contract Routing:	1. Prepared by: Julie Anderson	Date: 1/7/2026
	2. Attorney signoff: Christopher Quinn	Date: 1/9/26
	3. AS Finance reviewed: Randy Rydel	Date: 2/10/26
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Executive contract review: <u>PW</u> Signed-by: _____	Date: 3/23/2026
	7. Council approved, if necessary: <u>Satpal Sidhu</u> <u>AB2026-163</u>	Date: <u>2/24/2026</u>
	8. Executive signed: _____	Date: 3/23/2026
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Elizabeth Kosa
INTERIM DIRECTOR**



RIVER AND FLOOD
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042
Phone: (360) 778-6230
Fax: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu Whatcom County Executive
for the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Elizabeth Kosa, Public Works Director

FROM: Julie Anderson, River and Flood Manager *JMA*
Gary Stoyka, Natural Resources Manager *GS*

RE: City of Lynden – Cost Reimbursement Agreement
Funding 30% Design of Phase 1 of the Mouw Ditch Early Action Project

DATE: January 7, 2026

Enclosed is a cost reimbursement agreement between the Whatcom County Flood Control Zone District (FCZD) and the City of Lynden (City) for your review and signature.

Requested Action

Public Works respectfully requests that the FCZD Board of Supervisors authorize the County Executive to enter into a cost reimbursement agreement with the City of Lynden to pass through Floodplains by Design (FbD) grant funding to support 30% design of Phase 1 of the Mouw Ditch early action project.

Background and Purpose

The 2023-25 Floodplains by Design (FbD) grant includes a task for early action projects with a task budget of \$500,000. The City of Lynden has been partnering with the Bertrand Watershed Improvement District (BWID) to develop a project to address existing drainage problems on Mouw Ditch which is a tributary to Bertrand Creek. Replacement of undersized culverts on Mouw Ditch could exacerbate existing flooding problems downstream at Rathbone Road and Bertrand Creek. The City previously requested financial assistance to conduct a hydrologic and hydraulic evaluation of the Mouw Ditch and Bertrand Creek system utilizing funding from the '21-23 FbD grant. This work was completed under a separate cost reimbursement agreement that is now expired. This newly proposed cost reimbursement agreement will advance the Mouw Ditch early action project through development of 30% design plans for Phase 1 utilizing funding from the '23-'25 FbD grant.

The FbD grant requires us to vet all early action project proposals through the FLIP Steering Committee to ensure consistency with FLIP goals and to obtain prior approval of early action projects from the Department of Ecology. The FLIP Steering Committee unanimously supported the use of '23-'25 early action funding for the Mouw Ditch project 30% design of Phase 1, and we have received approval from our grant manager at Ecology.

Funding Amount and Source

The proposed cost reimbursement agreement is for \$113,600 (80% of \$142,000). Funding for reimbursement is from the '23-'25 FbD early action grant task and the 20% match will be provided by the City of Lynden. Total 20% match provided by the City of Lynden will be \$28,400 (20% of \$142,000). There is sufficient budget capacity in the 2026 FCZD budget for this agreement.

Please contact Julie Anderson at extension 6285, if you have any questions or concerns regarding the terms of this Contract.

**COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LYNDEN AND
THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
RELATING TO FUNDING DEVELOPMENT OF 30% DESIGN PLANS FOR PHASE 1
OF THE BERTRAND BERTHUSEN TRIBUTARY (“MOUW DITCH”) PROJECT.**

This Agreement is made and entered into by and between the City of Lynden, a Washington City (hereinafter referred to as the “City”) and the Whatcom County Flood Control Zone District, a Washington quasi-municipal corporation (hereinafter referred to as the “District”).

WHEREAS, the City is within Whatcom County and encompasses properties within the floodplain; and

WHEREAS, the District manages the Floodplain Integrated Planning (FLIP) process to update and broaden the scope of the Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP); and

WHEREAS, the FLIP process includes a government and stakeholder group (FLIP Team and FLIP Reach Teams) with representatives from the District, the Lummi Nation, the Nooksack Tribe, sub-zone advisory committees, diking districts, watershed improvement districts (WIDs), federal, state and local agency staff, local landowners, representatives of the agricultural community, and technical experts; and

WHEREAS, the City has entered into an Interlocal Agreement with the Bertrand Watershed Improvement District (WID); and

WHEREAS, the City has, in cooperation with the Bertrand WID, retained Reichhardt and Ebe (RE) who has completed a survey and basemap of the Bertrand Berthusen Tributary (“Mouw Ditch”) Project; and

WHEREAS, the City and the Bertrand WID had Reichhardt and Ebe (RE) and their subconsultant Watershed Science and Engineering completed a hydraulic assessment of the Mouw Ditch Project under a previous Cost Reimbursement Agreement between the City and the District that is now expired; and

WHEREAS, the District has been awarded ’21-’23 and ’23-’25 biennium Floodplains by Design (FbD) grants from the Department of Ecology (Ecology) for the Nooksack River: Floodplains that Work – Phases 2 and 3 projects; and

WHEREAS, the FbD grants include a task for early action projects and provide 80 percent reimbursement of eligible costs and requires a local cost-share of 20 percent of eligible costs; and

WHEREAS, with support of the FLIP Steering Committee, a portion of the FbD ’21-’23 grant early action task budget funded the Mouw Ditch hydraulic assessment under the previous Cost Reimbursement Agreement described above. ; and

WHEREAS, the FLIP Steering Committee supports using a portion of the '23-'25 FbD grant early action task budget to support the next phase of work which is 30% design of Phase 1 of the Mouw Ditch Project; and

WHEREAS, the District proposes to enter into a new cost reimbursement agreement with the City to fund the 30% Design of Phase 1.

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

1. **PURPOSE.** The purpose of this Agreement is to set the terms whereby the District will provide the City reimbursement of 80 percent of eligible costs for services provided by RE to develop 30% design plans for Phase 1 of the Mouw Ditch Project.

2. **PARTY RESPONSIBILITIES**

A. **CITY RESPONSIBILITIES**

1. The City shall contract with RE to develop 30% design plans for Phase 1 of the Mouw Ditch Project. The City shall request reimbursement from the District for 80 percent (80%) of the costs associated with this work.
2. Copies of RE invoices shall be provided to document the expenses incurred by the City for which reimbursement is requested.

B. **FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES**

1. Subject to the terms of this Agreement, The District shall reimburse 80 percent (80%) of the eligible costs incurred by the City of Lynden for RE to develop 30% design plans for Phase 1 of the Mouw Ditch Project per the payment provisions below in Section 3.

3. **PAYMENT**

The District will provide payment to the City to reimburse 80 percent (80%) of eligible costs of the City's contracted representative (RE) for performance of Mouw Ditch Phase 1 30% design plans. Total reimbursement shall be no more than eighty percent (80%) of one hundred forty-two thousand dollars (\$142,000), equal to one hundred thirteen thousand six hundred dollars (\$113,600), inclusive of indirect costs. Reimbursement shall be made within thirty (30) days of the District's receipt of the City's reimbursement request. All eligible costs shall be dated no earlier than July 1, 2023.

4. **TERM OF AGREEMENT**

The period of performance for this Agreement shall be consistent with the performance period of the 2023-2025 FbD grant (Grant No. SEAFBD-2325-WhCoPW-00054), which is currently July 1, 2023 through June 30, 2027.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

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

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 to this Agreement 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 performance of this Agreement, it is mutually understood and agreed upon by the parties hereto that 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. 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 both of the other parties.

8. 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.

9. TERMINATION

This Agreement may be terminated without cause by any Party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. 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 which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

11. 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.

12. 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 or any 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 of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for the City is:

Mark Sandal
City of Lynden
300 4th Street
Lynden, WA 98248
(360) 354-3446
SandalM@lyndenwa.org

The Contract Administrator for the District is:

Julie Anderson, River and Flood Manager
Whatcom County Public Works Department
322 N. Commercial Street, Suite 120
Bellingham, WA 98225
(360) 778-6285
jmanders@co.whatcom.wa.us

13. 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.

14. 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.

CITY OF LYNDEN

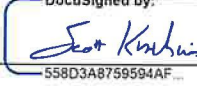
**WHATCOM COUNTY FLOOD
CONTROL ZONE DISTRICT**

By: Scott Korthuis

By: See Attached

Title: Mayor

Title: _____

Signature: 
558D3A8759594AF...

Signature: _____

Date: 3/19/2026

Date: _____

Approved as to form:

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

Elizabeth Kosa 3/19/2026
870E242DD70C48B...
Elizabeth Kosa, Public Works Director Date

Approved as to form:

Tom Seguire 3/23/2026
45726B945D1F48D...
Tom Seguire Date
Chief Civil Deputy Prosecuting Attorney

Approved:

Accepted for Whatcom County Flood Control Zone District:

Signed by:
Satpal Sidhu 3/23/2026
By: 1192C7C185064E3...
Satpal Singh Sidhu, Whatcom County Executive

