

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
WHATCOM COUNTY AND WESTERN WASHINGTON  
UNIVERSITY (WWU)**

This Interlocal Cooperation Agreement (the “**Agreement**”) is made and entered into this day by and between Whatcom County, (the “**County**”), and Western Washington University, (the “**University**”). The County and the University may be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**WHEREAS**, the University is located on the ancestral homelands of the Lhaq’temish Lummi Nation and Nuxwsa7aq, Nooksack nation and other coast Salish Nation. In recognition of the historic importance of place and in acknowledgement of the University’s responsibility to promote education opportunities for Native students, WWU is building a traditional Coast Salish-Style Longhouse for use by students, faculty, staff and surrounding communities; and

**WHEREAS**, the vision for this project originated from the Native American Student Union (NASI) and is the result of decades of dialogue among students, faculty, and campus administrators; and

**WHEREAS**, the Longhouse will serve as a gathering and ceremonial space for Native students as well as Coast Salish tribal nations throughout the Salish Sea region; and

**WHEREAS**, the University received a \$4.5 million dollar grant for the design and construction of the Longhouse and are raising an additional \$500,000 from other sources to complete the project; and

**WHEREAS**, Whatcom County remains a dedicated partner in supporting projects that achieve a vision of inclusive success and the County Council approved funding in the amount of \$75,000 in support of this project, and

**WHEREAS**, the funding commitment is apportioned with the knowledge the County will utilize the Historical Preservation Fund as allowable through RCW 36.22.170 to support the County funding contribution; and

**NOW, THEREFORE**, it is agreed by and between the Parties as follows:

- 1. COMPENSATION.** Whatcom County will reimburse up to \$75,000 of the Longhouse construction costs. The University will invoice the County for construction costs and will include supporting documentation of costs being reimbursed.
- 2. ADMINISTRATION.** The University shall comply with all state and federal laws related to contracting for services or consultants.

3. **REPORTING.** The University will report to the County upon project completion, total costs of the construction and total funding sources for the project.

4. **EFFECTIVE DATE AND TERM.** The Agreement shall be effective immediately upon its execution by all Parties. This Agreement shall continue in full force and effect until December 31, 2022.

5. **WITHDRAWAL OF PARTIES.** Any Party may withdraw from this Agreement by providing thirty (30) days written notice to the other parties.

6. **SURVIVABILITY:** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

7. **NOTICES:** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Tyler Schroeder, Deputy Executive  
Whatcom County Executive Office  
311 Grand Ave  
Bellingham, WA 98225

The University: Donna Gibbs, Vice President  
University Relations & Marketing  
Western Washington University  
516 High Street  
Bellingham, WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

10. **AMENDMENT:** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

11. **WAIVER:** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

12. **NEUTRAL AUTHORSHIP:** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

13. **PUBLIC RECORDS ACT.** All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

**14. ENTIRE AGREEMENT:** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year according to the signatures below.

**EXECUTED THIS** \_\_\_\_ day of \_\_\_\_\_, 2022.

**Western Washington University**

Attest:

\_\_\_\_\_  
Donna Biggs, Vice President

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

Approved as to form:

\_\_\_\_\_  
University Attorney

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**WHATCOM COUNTY**

\_\_\_\_\_  
Satpal Sidhu  
County Executive

Approved as to form:

Christopher Quinn per email 05/11/2022  
Sr. Civil Deputy Prosecuting Attorney