



WHATCOM COUNTY CONTRACT INFORMATION SHEET (CIS)

Whatcom Co. Contract #:

Originating Department:

Division:

Program:

Contract or Grant Administrator:

Contractor's / Agency Name:

Title of Agreement (optional):

Type of Contract:

If amendment or renewal, original contract #:

Is this is a grant agreement?
 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? If yes, Whatcom County grant contract number(s):

If this contract the result of an RFP? If yes, RFP number(s):

Is this contract the result of a Bid Process? If yes, Bid Number(s):

Does this contract involve federal reimbursement? (i.e. fed grant, cooperative agreement, pass-through fed funds, etc.)

Procurement method:

Council review:

Fund(s):

Cost Center(s):

Object Account(s):

Original Contract Amount: \$

This Amendment Amount: \$

Total Cumulative Amount: \$

Contract term ends:

Key words/summary (optional):

Contract routing (please initial & date):

Prepared by: _____

Contractor signed: _____

Contractor review: _____

Executive review: _____

Attorney signoff: _____

Council approval, if necessary: _____

AS Finance review: _____

AB#: _____

IT review (if related): _____

Executive signed: _____

INTERLOCAL AGREEMENT
Between
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
And
THE CITY OF LYNDEN
For
USACE Hannegan Levee Rehabilitation Project (No. NSK-03-26)

This Interlocal Agreement (ILA) is made and entered into by and between the City of Lynden (hereinafter referred to as “City”), and the Whatcom County Flood Control Zone District (hereinafter referred to as the “FCZD”), this ____ day of _____, 2026 (individually referred to as “Parties” and together referred to as “Party”).

WHEREAS, a parcel of property located within Whatcom County Unincorporated is owned by the City of Lynden and is approximately 0.1 acres in size (Parcel Number 4003205610530000), described more fully and accurately in Exhibit A attached hereto (“Property”); and

WHEREAS, the City owns and operates a water intake facility located partially within the Property situated within the Hannegan Levee adjacent to the Nooksack River; and

WHEREAS, the water intake structure is part of the City’s municipal water system; and

WHEREAS, the primary use of the Property is the operation and maintenance of the City’s municipal water system; and

WHEREAS, the FCZD is the Local Sponsor for the Hannegan Levee through the United States Army Corps of Engineers (USACE) Public Law 84-99 Program (PL84-99) which provides for levee repairs if damaged by a flood event; and

WHEREAS, the erosion control measures that protect the City’s intake structure were damaged during the December 2025 flood event and are eligible for USACE PL84-99 repairs due to their location within the Hannegan Levee; and

WHEREAS, at the City of Lynden’s request, the FCZD and USACE are initiating Project No. NSK-03-26 (“Project”), defined in Exhibit B, which includes repair of damaged erosion protection measures through reshaping the eroded bank and replacing lost bank protection (rock riprap); and

WHEREAS, the Parties acknowledge that the Project primarily protects the City’s municipal water intake infrastructure, located within and adjacent to the Hannegan Levee; and

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

PURPOSE OF THE AGREEMENT

The purpose of this ILA is to define the obligations and responsibilities of the Parties involved in:

- Providing the local sponsor 20-percent cost share for the Project.
- Defining roles and responsibilities associated with the Project.

OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

A. Whatcom County Flood Control Zone District (“FCZD”) shall:

1. Administer and adhere to all terms and conditions as set forth in the Cooperative Agreement between the USACE and FCZD
2. Provide coordination, inspection, and technical assistance, as necessary, for the Project in conjunction with the City and USACE staff
3. Invoice the City for the 20-percent local cost share based on the USACE estimate in accordance with the Cooperative Agreement
4. Provide the City with invoices for additional local sponsor share costs and remit any reimbursement funds received from the USACE resulting from actual Project costs
5. Return any unused City funds if the Project is cancelled, materially reduced in scope, or not undertaken by USACE
6. FCZD shall not be responsible for construction means, methods, techniques, sequences, procedures, or site safety associated with work performed by USACE or its contractors

B. City of Lynden (“City”) shall:

1. Provide locates, protection measures, and management of utilities on the Project site as needed to facilitate the Project in coordination with the USACE prior to and during construction
2. Remove or temporarily relocate fencing, utilities, and other obstructions as necessary to facilitate access and construction of the Project on City property
3. Prohibit public access to the Project site during construction
4. Provide payment to the FCZD for the 20-percent local cost share
5. Continue the operation and maintenance of the levee segment located on the Property

PAYMENT

After execution of the Cooperative Agreement the FCZD shall send an invoice to the City for the local cost share identified in the Cooperative Agreement, estimated at \$64,280.00. The

City shall be responsible for the actual local sponsor share costs assessed by the USACE pursuant to the Cooperative Agreement.

Within thirty (30) days of invoice receipt the City shall provide cash payment to the FCZD.

FCZD shall return any unused City funds within thirty (30) days following final accounting by USACE.

AGREEMENT ALTERATIONS AND AMENDMENTS

This ILA may be amended by mutual agreement 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.

ASSIGNMENT

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

DISPUTES

- a) **Arbitration.** The Parties shall work cooperatively to timely resolve any issues that may arise between the Parties concerning this Agreement. However, any dispute or claim shall be submitted to mandatory, conclusive and binding arbitration under the rules and procedures of Whatcom County Mandatory Arbitration Rules (“WCMAR”). The Parties shall jointly stipulate to an arbitrator, or one will be selected in accordance with WCMAR. The arbitrator’s award shall not be limited by otherwise applicable MAR rules. The prevailing Party shall be entitled to reasonable attorney’s fees and costs. The arbitrator’s decision may only be appealed pursuant to Ch. 7.04A RCW.
- b) **Governing Law and Venue.** The Parties agree that any dispute shall be governed by the laws of the State of Washington and shall be heard in Whatcom County.

THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of the Parties and creates no rights in any third party.

INDEMNIFICATION

To the extent permitted by law, each Party agrees to protect, defend, appear, save harmless and indemnify the other Parties 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. However, neither Party shall assume any liability for the direct

payment of any salary, wages, or other compensation to any other of the Party's personnel performing services hereunder or for any other liability not expressly assumed herein.

WAIVER

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

SEVERABILITY

If any provision of this ILA or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this ILA 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 ILA, and to this end the provisions of this ILA are declared to be severable.

INTEGRATION OF AGREEMENT

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

TERM OF AGREEMENT

The period of performance for this Agreement shall be binding upon the parties hereto, their successors and assigns, and shall begin on the date of execution and shall cease upon completion of the Project construction and completion of all Project closeout paperwork.

RECORDATION

Upon execution of this ILA, the FCZD shall file a copy of it with the office of the County Auditor pursuant to the requirements of RCW 39.34.

CONTRACT MANAGEMENT

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 ILA.

The Contract Administrator for the City is:

Jon Hutchings
City of Lynden - Public Works Director
300 4th Street
Lynden, WA 98264
Phone: (360) 354-3446
Email: hutchingsj@lyndenwa.org

The Contract Administrator for the FCZD is:

Julie Anderson
Whatcom County Public Works
322 N. Commercial, 2nd Floor

Bellingham, WA 98225-4042
Phone: 360.778-6285
Email: jmanderson@co.whatcom.wa.us

Exhibit A
Property (APN: 4003205610530000)

Exhibit B
USACE Project No. NSK-03-26