

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

201907011

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	River & Flood Division - 9075/Flood Control Maint (907545)
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	Lummi Nation
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: _____ (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 type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
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>719002</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"/> 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>N/A</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>N/A</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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:	
The purpose of the Interlocal Agreement (ILA) is to establish and define the obligations and responsibilities of the FCZD and Lummi Nation related to repair of the Lummi (Red) River Levee. The ILA secures a cost share of 15% of the required construction funding from Lummi Nation. The remaining 85% of the construction funding will be provided by FCZD.	
Term of Contract:	Expiration Date: Upon Project Completion

Contract Routing:	1. Prepared by: <u>Deb Johnson</u>	Date: <u>06/25/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>06/25/19</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>06/25/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: _____
	6. Submitted to Exec.: _____ ✓	Date: <u>7-1-19</u>
	7. Council approved (if necessary): _____	Date: <u>7.9.19</u>
	8. Executive signed: _____ ✓	Date: <u>7.10.19</u>
	9. Original to Council: _____ ✓	Date: <u>7-11-19</u>

**INTERLOCAL AGREEMENT**  
**Between**  
**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT**  
**And**  
**LUMMI NATION**  
**For**  
**Repair of the Lummi (Red) River Levee**

This Interlocal Agreement (ILA) is made and entered into by and between The Lummi Nation (hereinafter referred to as the "Nation"), and the Whatcom County Flood Control Zone District (hereinafter referred to as the "District"), this 10<sup>th</sup> day of ~~June~~<sup>July</sup>, 2019.

**WHEREAS**, the Lummi (Red) River Levee (levee) is 2.7 miles long and is located on the east bank of the Lummi River between Haxton Way and the seawall that surrounds the Lummi Nation's aquaculture pond; and

**WHEREAS**, the levee is an integral part of the flood control system that protects Whatcom County and Nation infrastructure both on and off the reservation including Haxton Way, Hillaire Road, Kwina Road, Lummi Shore Drive, Marine Drive, Ferndale Road, and Slater Road; and

**WHEREAS**, in a periodic inspection, the US Army Corps of Engineers (USACE) identified deficiencies at two nearby locations along the levee face, where the riprap is missing and erosion is starting to cause sloughing of the levee prism; and

**WHEREAS**, repair of this section of levee is needed (total of 325 lineal feet) to maintain the integrity of the flood control system and to address the deficiencies identified by the USACE; and

**WHEREAS**, the repair sites are located on lands owned by Lummi Nation; and

**WHEREAS**, levee repair is in the interest of both parties; and

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

**PARTIES**

This Interlocal Agreement ("ILA") is made by and between the Whatcom County Flood Control Zone District ("District") and Lummi Nation ("Nation") under authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

**PURPOSE OF THE AGREEMENT**

- (i) To establish and define the obligations and responsibilities of the District and the Nation related to the repair of 325 lineal feet of the Lummi River Levee.

## **PROPERTY**

The parcel identified is located at:

Lummi Nation Trust Land, Whatcom County, WA – T38N, R1E, Sec 10, SE1/4

Parcel Number: 3801105170820000

Latitude and Longitude: 48.7948 N lat. / -122.6622 W long

See Exhibit A for Vicinity Map.

## **DEFINITIONS**

Lummi (Red) River Levee:

- East bank levee of the Lummi (Red) River from Haxton Way south (downstream) to the seawall that surrounds the Lummi Nation's aquaculture pond.

Levee Repair:

- Placement of riprap along the two eroding segments devoid of riprap (total length of 225 feet)
- Enhancement of the existing riprap between the two eroding segments as needed and tie into the newly placed riprap (total length of 65 feet)
- Resurfacing of the road on the levee in the vicinity of the levee repair (total length of 325 feet)
- See attached engineering design drawings (Exhibit A)

## **TERM OF AGREEMENT**

This ILA shall begin on July 10, 2019, and shall remain in effect until the project is completed or the ILA is amended as provided herein.

## **OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES:**

A. Whatcom County Flood Control Zone District ("District"):

1. Shall develop engineering design drawings and technical specifications (Divisions 2 through 9) for the levee repair project;
2. Shall work with the Nation to develop Division 1 contract specifications and special provisions with inclusion of TERO requirements;
3. Shall prepare a U.S. Army Corps of Engineers (USACE) permit application and supporting documents;
4. Shall review all project bids for compliance with the project solicitation (request for bids) documents;
5. Shall only consider approving final project bids that do not exceed the project budget;

6. Shall provide construction support, periodic construction inspections, joint final project inspection with the Nation, and final project approval upon project completion. Construction inspections by the District shall occur, generally, every other day and as needed throughout construction;
7. Shall review and approve all change order requests made by the construction contractor prior to the Nation approving the change order requests;
8. Shall review and approve the construction contractor invoices provided by the Nation for construction expenses incurred; and
9. Shall reimburse the Nation for 85% of the construction cost for the levee repair project, which shall include a 5% TERO fee, as approved by the District. The District shall provide payment to the Nation within thirty (30) days of receiving the Nation's reimbursement request(s).

B. Lummi Nation ("Nation"):

1. Shall submit application and obtain a U.S. Army Corps of Engineers (USACE) permit;
2. Shall obtain a Lummi land use permit;
3. Shall put the levee repair project out to bid for construction with a state prevailing wage requirement;
4. Shall obtain review of construction bids and approval of final bid award from the District;
5. Shall enter into a contract with the successful bidder to implement the levee repair project;
6. Shall obtain approval from the District prior to approving all change order requests by the construction contractor;
7. Shall manage construction of the levee repair project;
8. Shall notify the District at least one (1) day in advance of key decision points during construction where the District shall be present for an inspection and/or consultation.
9. Shall conduct a joint final construction inspection with the District;
10. Shall provide 15% of the construction funding for the levee repair project; and
11. Shall request reimbursement from the District for 85% of the construction cost for the levee repair project, which shall include a 5% TERO fee. Copies of the construction contractor invoices shall be provided to document the expenses incurred by the Nation for reimbursement.

**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.

## **DISPUTES**

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the following manner. 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.

## **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.

## **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.

## **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.

## **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.

## **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 Agreement.

The Contract Administrator for Lummi Nation is:


Tim J. Ellis  
Public Works Director  
Planning and Public Works Department  
Lummi Nation  
2665 Kwina Road  
Bellingham, WA 98226  
Phone: 360-312-2334  
Fax: 360-380-6990  
Email: [time@lummi-nsn.gov](mailto:time@lummi-nsn.gov)

The Contract Administrator for the District is:

Paula J. Harris  
River and Flood Division Manager  
Whatcom County Public Works  
322 N. Commercial  
Bellingham, WA 98225  
Phone: 360.778-6285  
Fax: 360.778-6231  
Email: [pharris@co.whatcom.wa.us](mailto:pharris@co.whatcom.wa.us)

IN WITNESS WHEREOF, the parties have executed this Agreement.


**LUMMI NATION**

By:   
Title: Public Works Director  
Date: 6/26/19

Approved as to Form for Nation:

  
Staff Attorney  
Lummi Nation

**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT**

By:   
Title: Jack Louws  
County Executive  
Date: 7.10.19

Approved as to Form for District:

  
Senior Deputy Prosecuting Attorney – Civil Division for  
Whatcom County

Exhibit A  
Engineering Design Drawings



# LUMMI RIVER LEVEE REPAIR

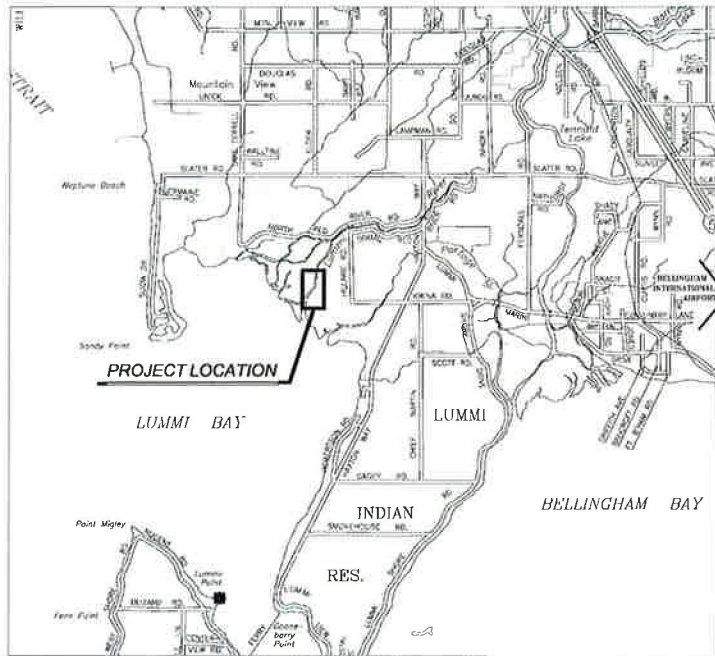
PROJECT No. 719002

SECTION 10, TOWNSHIP 38 NORTH, RANGE 01 EAST, W.M., WHATCOM COUNTY, WASHINGTON

## Exhibit A

### SHEET INDEX

- 1 COVER SHEET
- 2 EXISTING CONDITIONS
- 3 PROPOSED CONDITIONS



VICINITY MAP  
NOT TO SCALE



NAD 83  
NAD 88

### ABBREVIATION KEY

BMP	BEST MANAGEMENT PRACTICES
BOP	BEGINNING OF PAVEMENT
BVCE	BEGINNING VERTICAL CURVE ELEVATION
BVCS	BEGINNING VERTICAL CURVE STATION
CESCL	CERTIFIED EROSION & SEDIMENT CONTROL LEAD
CL & C	CENTER
COMP	COMPACTED
CONC.	CONCRETE
CONST.	CONSTRUCT. CONSTRUCTION
CPP	CORRUGATED POLYETHYLENE DRAIN PIPE
CSTC	CRUSHED SURFACING TOP COURSE
DEPT.	DEPARTMENT
DIAM/φ	DIAMETER
E	EXISTING
EG	EXISTING GROUND
ELEV/EL	ELEVATION
EOP	END OF PAVEMENT
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EX EXST	EXISTING
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FT	FEET
FL	FLOW LINE
H. HORIZ	HORIZONTAL
HMA	HOT MIX ASPHALT
IC	INVERT ELEVATION
L (or) LT	LEFT
MAX	MAXIMUM
MHW	MEAN HIGHER HIGH WATER
MIN	MINIMUM
MPH	MILES PER HOUR
MUCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
N	NORTHING
PFC	PROPOSED FINISH GRADE
PVC	POINT OF VERTICAL CURVE INTERSECTION
PH	POINT OF VERTICAL CURVE INTERSECTION
NTS	NOT TO SCALE
R (or) RT	RIGHT
R/W, ROW	RIGHT OF WAY
SD	STORM DRAIN
STA	STATION
TESC	TEMPORARY EROSION & SEDIMENT CONTROL
TYP.	TYPICAL
UT	UTILITY
V. VERT	VERTICAL
VC	VERTICAL CURVE
WCPW	WHATCOM COUNTY PUBLIC WORKS
WSDOE	WASHINGTON DEPT. OF ECOLOGY
WSDOT	WASHINGTON STATE DEPT. OF TRANSPORTATION

### GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL CONFORM TO THE CURRENT STANDARD PLANS AND SPECIFICATIONS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), AND WHATCOM COUNTY STANDARDS UNLESS INDICATED OTHERWISE BY THE CONTRACT DOCUMENTS.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ANY AND ALL UTILITIES IN THE AREA AND FIELD VERIFY LOCATIONS PRIOR TO CONSTRUCTION. THE ONE-CALL NUMBER FOR UNDERGROUND UTILITIES IS 1-800-424-5555. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER PROMPTLY OF ANY CONFLICT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF ADJACENT UTILITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO: WATER, SEWER, STORM SEWER, TRAFFIC CONTROL SIGNS, GAS, POWER, TELEPHONE, CABLE TV, IRRIGATION, AND STREET LIGHTING.

**PRELIMINARY - NOT FOR CONSTRUCTION**

LUMMI RIVER LEVEE REPAIR

COVER SHEET

DATE	BY	ISSUED	PLANNED	REVISION

JOB NO.	DESIGN	DRAWN	CHECK
719002	BY/BJJ	BY/BJJ	GG
WORK DATUM	NAD83		
YEAR DATUM	1985/88		

DATE	JUNE 2018
JOB No.	719002
DRAWING P.F.#	LUMMI RIVER LEVEE REPAIR/20

PUBLIC WORKS DIRECTOR	JOHN HUTCHINGS
COUNTY FLOOD ENGINEER	DANA HARRIS, P.E.
PROJECT ENGINEER	DEB JOHNSON, P.E.



<b>WHATCOM COUNTY</b>
FLOOD CONTROL ZONE DISTRICT
121 N. COMMERCIAL ST., SUITE 100 BELLINGHAM, WA 98201
(360) 734-6100

PROJECT	LUMMI RIVER LEVEE REPAIR
TITLE	COVER SHEET



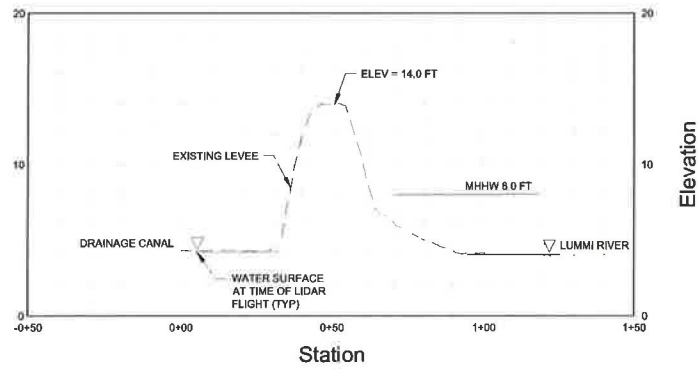
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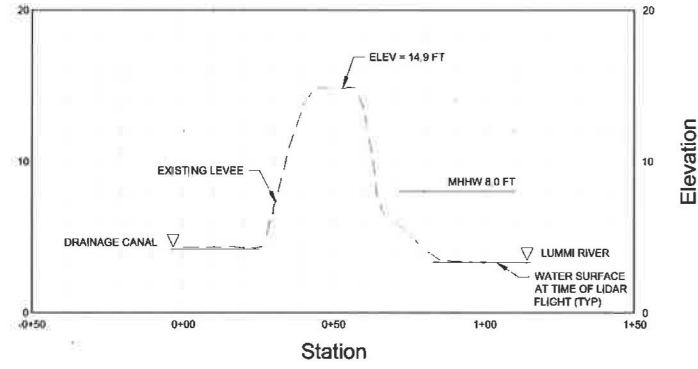


PLAN

- GENERAL NOTES:**
- EXISTING CONDITIONS TOPOGRAPHY ARE BASED ON 2013 LIDAR.
- KEY NOTES:**
- MEAN HIGHER HIGH WATER (MHHW) LINE BASED ON GOOSEBERRY POINT TIDE STATION DATUM.



SECTION A-A<sup>1</sup>

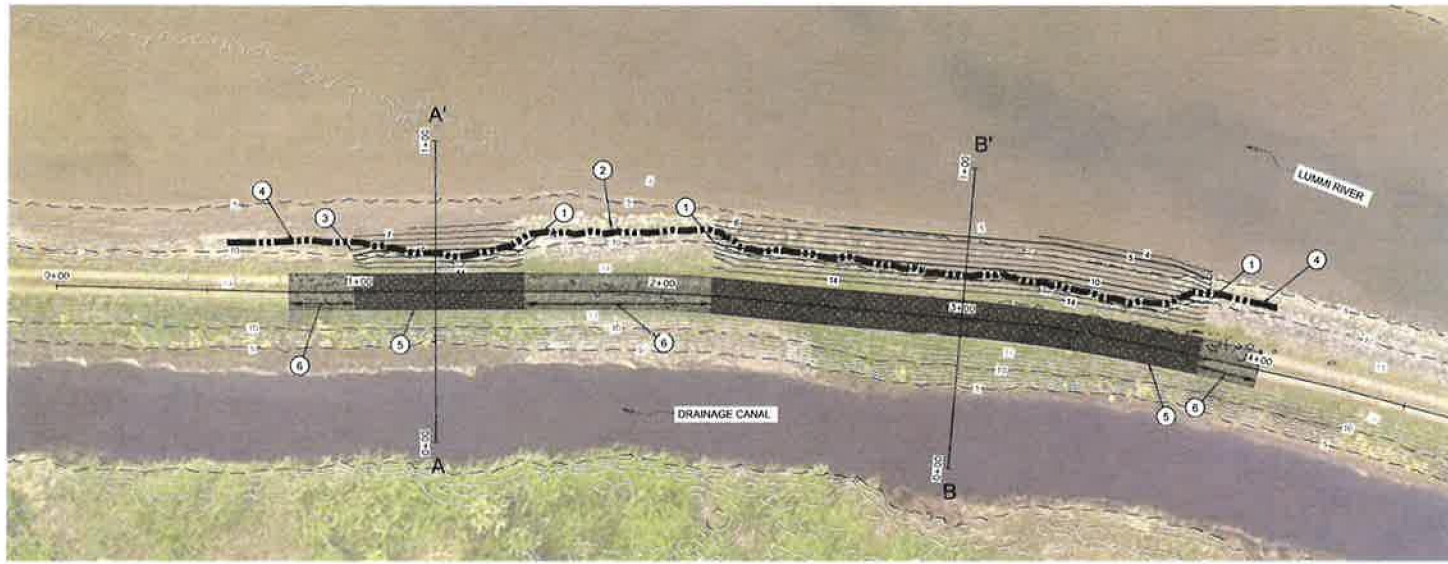


SECTION B-B<sup>1</sup>

PRELIMINARY - NOT FOR CONSTRUCTION

<table border="1"> <tr><td>REV</td><td>DATE</td><td>BY</td><td>CHKD</td></tr> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> </table>	REV	DATE	BY	CHKD	1				2				3				4				<table border="1"> <tr><td>DATE</td><td>JUNE 2019</td></tr> <tr><td>PROJECT</td><td>LUMMI RIVER LEVEE REPAIR</td></tr> <tr><td>DRAWING NO.</td><td>719002</td></tr> <tr><td>PROJECT ENGINEER</td><td>GEB JOHNSON, P.E.</td></tr> </table>	DATE	JUNE 2019	PROJECT	LUMMI RIVER LEVEE REPAIR	DRAWING NO.	719002	PROJECT ENGINEER	GEB JOHNSON, P.E.	<table border="1"> <tr><td>CLIENT</td><td>WHATCOM COUNTY</td></tr> <tr><td>CLIENT FLOOR LEADER</td><td>PAULA HARRIS, P.E.</td></tr> <tr><td>PROJECT ENGINEER</td><td>GEB JOHNSON, P.E.</td></tr> </table>	CLIENT	WHATCOM COUNTY	CLIENT FLOOR LEADER	PAULA HARRIS, P.E.	PROJECT ENGINEER	GEB JOHNSON, P.E.	<table border="1"> <tr><td>PROJECT</td><td>LUMMI RIVER LEVEE REPAIR</td></tr> <tr><td>DATE</td><td>EXISTING CONDITIONS</td></tr> </table>	PROJECT	LUMMI RIVER LEVEE REPAIR	DATE	EXISTING CONDITIONS	<table border="1"> <tr><td>SHEET</td><td>02</td></tr> <tr><td>OF</td><td>03</td></tr> </table>	SHEET	02	OF	03
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PLAN

**GENERAL NOTES:**

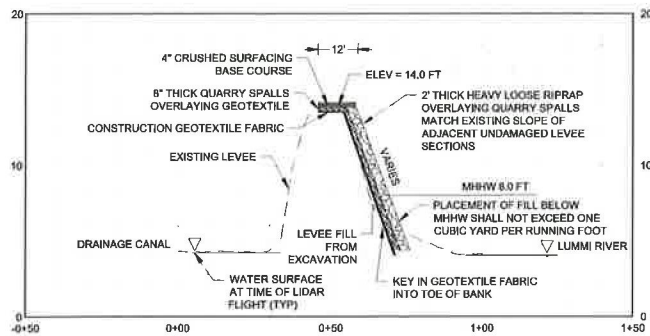
1. EXISTING CONDITIONS TOPOGRAPHY ARE BASED ON 2013 LIDAR.
2. TOE CONSTRUCTION TO OCCUR DURING LOW TIDE UNDER DRY CONDITIONS.
3. ENSURE THAT ROCK IS PLACED ON EXPOSED BANK AND NO EXCAVATION HOLES EXIST PRIOR TO COMPLETION OF WORK AFTER EACH LOW TIDE CYCLE. THIS ENSURES PROPER EROSION AND SEDIMENT CONTROL, AND NO POTENTIAL ENTRAPMENT OF FISH PRIOR TO THE NEXT LOW TIDE WORK CYCLE.
4. EXCAVATE 1 FT OFF THE TOP OF THE LEVEE AND CLEAR AND GRUB THE RIVERWARD LEVEE BANK IN AREAS WHERE RIP RAP IS BEING PLACED.
5. EXCAVATE TOP OF RIVERWARD LEVEE BANK AS NEEDED AND PLACE EXCAVATED MATERIAL IN LOCATIONS OF LEVEE FILL AS SHOWN TO CREATE A SMOOTH SLOPE THAT IS FLUSH WITH THE LEVEE BANK (APPROX 2H:1V SLOPE).
6. PLACE CONSTRUCTION GEOTEXTILE FABRIC OVER TOP OF LEVEE AND RIVERWARD BANK. KEY IN FABRIC TO TOE OF BANK AS SHOWN.
7. PLACE 8" THICK BLANKET OF QUARRY SPALLS OVER FABRIC ON LEVEE TOP AND RIVERWARD BANK AS SHOWN.
8. PLACE 2 FT THICK BLANKET OF HEAVY LOOSE RIP RAP OVER THE QUARRY SPALLS ON RIVERWARD BANK AS SHOWN.
9. PLACE 4" THICK LIFT OF CRUSHED SURFACING BASE COURSE ON TOP OF LEVEE AS SHOWN.

**KEY NOTES:**

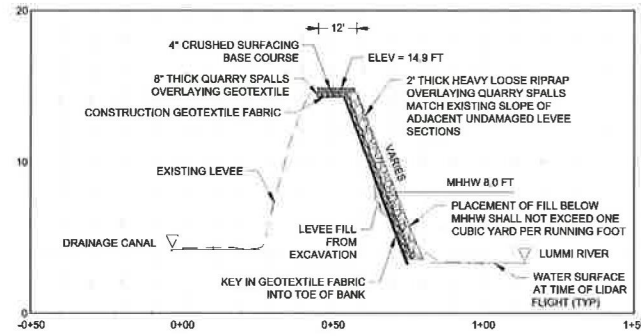
- ① TIE PLACED RIPRAP INTO EXISTING RIPRAP.
- ② REPOSITION AND SUPPLEMENT EXISTING RIPRAP AS NEEDED TO MATCH NEW PLACED RIPRAP.
- ③ TIE PLACED RIPRAP INTO EXISTING BANK.
- ④ MEAN HIGHER HIGH WATER (MHHW) LINE BASED ON GOOSEBERRY POINT TIDE STATION DATUM.
- ⑤ GEOTEXTILE FABRIC AND QUARRY SPALLS UNDERNEATH CRUSHED SURFACING.
- ⑥ CRUSHED SURFACING.

**IMPORTED MATERIALS**

1. CRUSHED SURFACING BASE COURSE 9-03 9(3)
2. CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL 2-12 3(4)
3. HEAVY LOOSE RIPRAP 9-13 1(2)
4. QUARRY SPALLS 9-13 1(5)



SECTION A-A'



SECTION B-B'

**PRELIMINARY - NOT FOR CONSTRUCTION**



SHEET NO. 03 OF 03	PROJECT: LUMMI RIVER LEVEE REPAIR TITLE: PLAN & CROSS-SECTION VIEWS	DATE: JUNE 2019 DRAWING NO.: 719002 DRAWING TITLE: LUMMI RIVER LEVEE REPAIR	CLIENT: WHATCOM COUNTY PROJECT ENGINEER: DEB JOHNSON, P.E.	WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT 322 N. COMMERCIAL ST., SUITE 120 BILLYONGHAM, WASH 98226	SHEET: 03 OF: 03
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RECEIVED

JUL 1 2019

JACK LOUWS  
COUNTY EXECUTIVE

## MEMORANDUM

TO: Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Gary Stoyka, Natural Resources Manager *ESW*  
Paula J. Harris, P.E., River and Flood Manager *JH*

RE: Interlocal Agreement between Whatcom County FCZD and Lummi Nation for Repair of the Lummi (Red) River Levee

DATE: June 19, 2019

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Enclosed for your review and signature is an Interlocal Agreement (ILA) between the Whatcom County Flood Control Zone District (FCZD) and Lummi Nation for repair of the Lummi (Red) Levee.

### Requested Action

Public Works respectfully requests that the County Council, acting as the Flood Control Zone District Board of Supervisors (FCZD), authorize the County Executive to execute the Interlocal Agreement between FCZD and Lummi Nation for repair of the Lummi (Red) River Levee.

### Background and Purpose

The purpose of the Interlocal Agreement (ILA) is to establish and define the obligations and responsibilities of the FCZD and Lummi Nation related to repair of the Lummi (Red) River Levee. The Lummi (Red) Levee is defined as the left (east) bank levee of the Lummi River located between Haxton Way and the seawall that surrounds the Lummi Nation's aquaculture pond. The levee is located on Lummi Nation Trust Land. The project will repair 325 lineal feet of damaged levee during the WDFW approved work window (July 15 to October 1) in 2019 or 2020 depending on permitting. The ILA provides a cost share of 15% of the required construction funding from Lummi Nation. In addition, Lummi Nation will put the repair project out to bid for construction and will manage the construction. The remaining 85% of the construction funding will be provided by FCZD with a possible contribution from Diking District 1 (DD1).

### Funding Amount and Source

Lummi Nation is contributing 15% of the construction funding towards the Lummi (Red) River Levee Repair Project. The cost for construction is estimated at \$115,000.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.

Encl.