



WHATCOM COUNTY CONTRACT INFORMATION SHEET (CIS)

Whatcom Co. Contract #:
202606015

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: City of Lynden
Title of Agreement (optional): ILA between the Whatcom County Flood Control District (FCZD) and the City of Lynden fo

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:
<i>Note: Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds.</i>	
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: \$ 64,280.00
Cost Center(s): Pending	This Amendment Amount: \$
Object Account(s): Pending	Total Cumulative Amount: \$ 64,280.00

Contract term ends: No Renewable Option
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Key words/summary (optional): Agreement includes a reimbursement from the City of the total 20% local sponsor (FCZD) share cost, estimated to be \$64,280.

Contract routing (please initial & date):

Prepared by: TBouma & JAnderson - 5/20/2026

Contractor review: _____

Attorney signoff: C. Quinn -5/26/2026

AS Finance review: J. Thomson 05/22/2026

IT review (if related): _____

Contractor signed: _____

Executive review: _____

Council approval, if necessary: 6/9/2026

AB#: 2026-428

Executive signed: _____

Initial
FW

6/18/2026

Signed by:

Satpal Sidhu 6/18/2026

1192C7C18B664E3...

**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
Whatcom County Flood Control Zone District Board of Supervisors

Through: Elizabeth Kosa, Public Works Director *ek*

From: Gary Stoyka, Natural Resources Program Manager *gs*
Julie Anderson, River and Flood Manager *JMA*

Subject: Interlocal Agreement with the City of Lynden for the
Hannegan Levee Rehabilitation (NSK-03-26) Project

Date: 05/22/2026

Enclosed please find one (1) original for the subject project between the Whatcom County Flood Control District (FCZD) and the City of Lynden 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 sloughing along the riverward slope and toe of the Hannegan levee including loss of riprap and embankment material. The damage occurred adjacent to and immediately downstream of the City of Lynden's Municipal Water Intake Facility along the left bank of the Nooksack just upstream of the Hannegan Road bridge. The proposed project will repair approximately 50 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 mainly protects the Cities Municipal Water Facility but also agricultural lands, low density development and other public infrastructure (roads and bridge).

Funding Amount and Source

The total construction cost is estimated at \$321,400, of which 80% or \$257,120 will be funded by the USACE, and 20% or \$64,280 is the responsibility of the FCZD or local sponsor. Although the repair work is located within Unincorporated Whatcom County it is on property owned and operated by the City of Lynden. Accordingly, the City shall provide cash payment to the FCZD for the total actual local sponsor share costs assessed by the USACE pursuant to the Cooperative Agreement.

Recommended Action

Public Works respectfully requests that the County Executive, acting on behalf of the Flood Control Zone District Board of Supervisors, enter into an interlocal agreement with the City of Lynden for the subject levee rehabilitation project along the Nooksack River. This repair project is being performed by the U.S.

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Army Corps of Engineers (USACE) under the Public Law 84-99 Program. The Cooperative Agreement between the USACE and Whatcom County 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.

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 6/18/2026, 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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LYNDEN

By: _____
558D9A8759594AF...
Scott Korthuis, City of Lynden Mayor

Date: 6/18/2026 _____

Approved as to form:

Signed by: _____
100EA5CA46194D1
Office of the City Attorney 6/18/2026
Date

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: _____
1192C7C18B664E3
Satpal Singh Sidhu
Whatcom County Executive

Date: 6/18/2026 _____

Approved as to form:

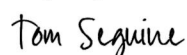
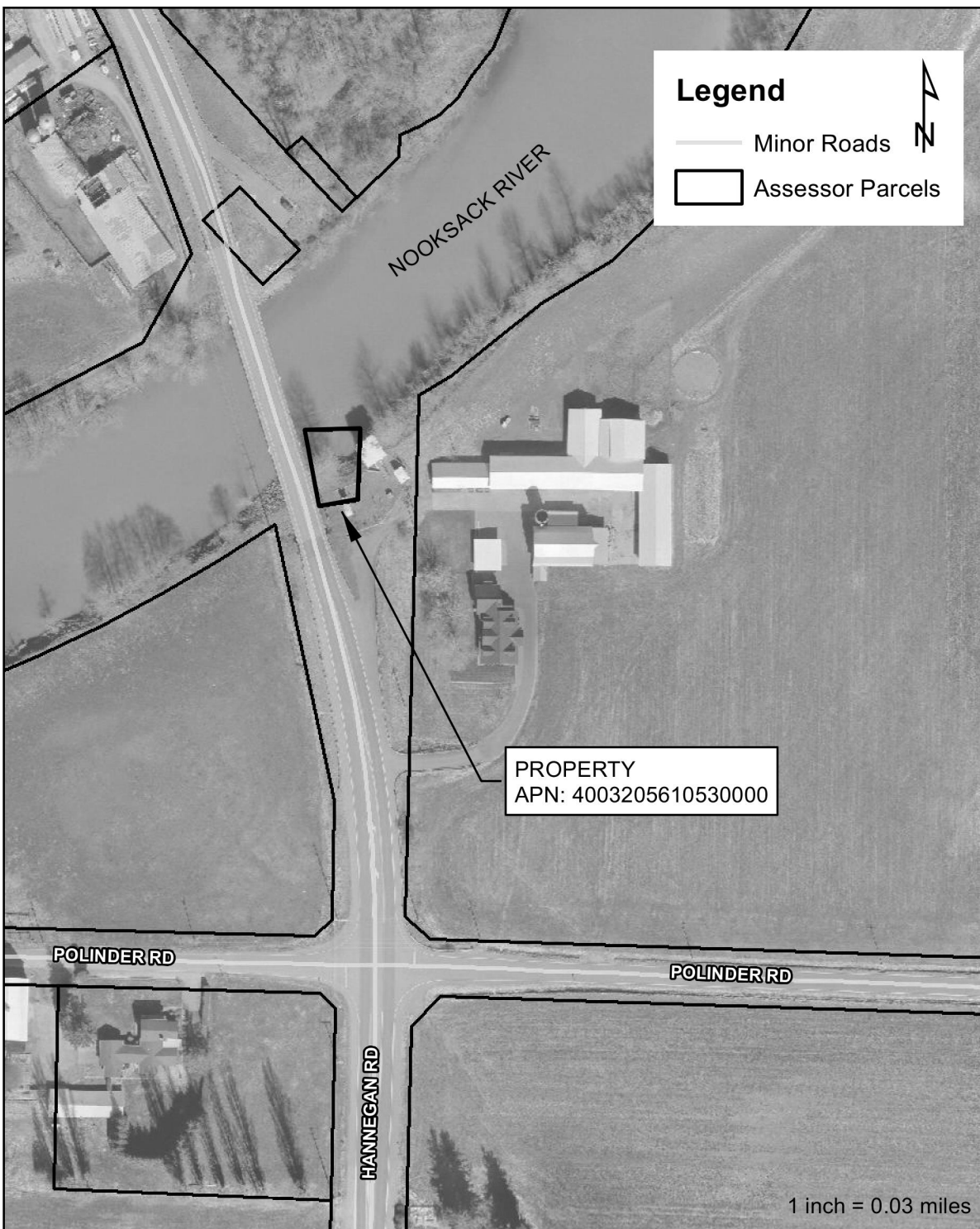
Signed by: _____
A5726B945D1F48D
Tom Seguire, Whatcom County 6/18/2026
Chief Civil Deputy Prosecuting Attorney Date

EXHIBIT - A



Abbreviated Legal Description:

TR IN SE SE DAF-BEG AT SE SEC COR-TH N 04 DEG 01'11" E
ALG E SEC LI 577 FT-TH N 85 DEG 58'49" W 5 FT TO LEFT
BANK OF NOOKSACK RIVER-TPOB-TH S 04 DEG 01'11" W 92
FT-TH N 85 DEG 58'49" W 50 FT-TH N 15 DEG 58'49" W 55 FT
M/L TO BANK OF NOOKSACK RIVER-TH NELY



FY 26 P2-030578 HANNEGAN NSK-03-26
HANNEGAN LEVEE
WHATCOM COUNTY, WA



SOLICITATION NO.: +XXXXXXX-XX-X-XXXX
CONTRACT NO.: +XXXXXXX-XX-X-XXXX
ISSUE DATE: +MMMMMMMMMM YYYY



DRAWING INDEX	
GENERAL	
G-001	TITLE, SHEET INDEX, AND LOCATION MAPS
G-101	SITE ACCESS AND STAGING AREA
SITE	
CS101	SITE PLAN
C-301	CROSS SECTION
C-901	SITE PHOTOS

DRAFT

[illegible]

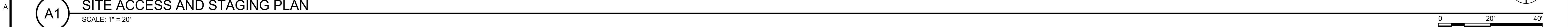
U.S. ARMY CORPS OF ENGINEERS U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT SEATTLE, WASHINGTON	DESIGNED BY:	ISSUE DATE:
	B. STENELJHEM C. PEZESHAK CHECKED BY:	SOLICITATION NO.: CONTRACT NO.:
	SUBMITTED BY:	FILE NO.:
	SIZE:	ANSI/D

FY26 P2-030578 HANNEGAN NSK-03-26
FY26 HANNEGAN LEVEE 2026
WHATCOM COUNTY, WA

TITLE, SHEET INDEX, AND LOCATION MAP

SHEET ID

G-001



2. LIMIT CONSTRUCTION ACTIVITIES TO WORK AREAS SHOWN.
3. PROJECT ACCESS WILL BE FROM HANNEGAN ROAD.
4. RESTORE PROJECT SITE, ACCESS, AND STAGING TO MATCH (OR IMPROVE) EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
5. LOCATE UNDERGROUND AND OVERHEAD UTILITIES AS APPLICABLE PRIOR TO COMMENCING WORK.

_____ • • _____ • • _____

STAGING AR

DRAFT

[illegible]

U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT SEATTLE, WASHINGTON	DESIGNED BY:	ISSUE DATE:
	DRAWN BY: JEM	SOLICITATION NO.:
	C. PEZESHK	CONTRACT NO.:
	CHECKED BY:	
	SUBMITTED BY:	FILE NO.:
	SIZE:	ANSI D

FY26 HANNEGAN LEVEE 2026
WHATCOM, WA

SITE ACCESS AND STAGING PLAN

SHEET ID

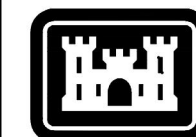
G-101

1. PROJECT ACCESS WILL BE FROM HANNEGAN ROAD.
2. LIMIT CONSTRUCTION ACTIVITIES TO WORK AREAS SHOWN. REPAIR EXTENTS WILL BE COORDINATED AND STAKED IN THE FIELD PRIOR TO CONSTRUCTION WITH A USACE REPRESENTATIVE.
3. REPAIR LENGTH IS 85 LINEAL FEET.
4. CARE SHOULD BE TAKEN TO MINIMIZE DAMAGE TO EXISTING STRUCTURES AND ACCESS.
5. TOPOGRAPHICAL DATUM AND CONTOURS BASED ON LIDAR.

— • —

STAGING

DRAFT



**US Army Corps
of Engineers®**

[illegible]

U.S. ARMY CORPS OF ENGINEERS U.S. ARMY CORPS OF ENGINEERS SEATTLE DISTRICT SEATTLE, WASHINGTON	DESIGNED BY:	ISSUE DATE:
	DRAWN BY:	SOLICITATION NO.:
	CHECKED BY:	CONTRACT NO.:
	SUBMITTED BY:	FILE NO.:
	SIZE:	ANSI D

FY26 P2-576358 COCKREHAM SNO-01-26
FY26 COCKREHAM ISLAND LEVEE 2026
SKAGIT COUNTY, WA

SITE PLAN

SHEET ID

CS101

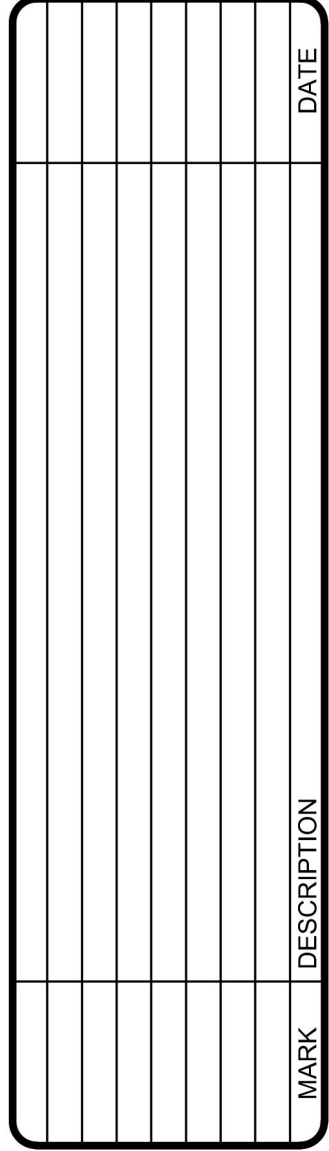
A1

SITE PLAN

SCALE: 1" = 10'



1. LIMIT CONSTRUCTION ACTIVITIES TO WORK AREAS SHOWN.
2. LOCATE UNDERGROUND AND OVERHEAD UTILITIES AS APPLICABLE PRIOR TO COMMENCING WORK.
3. PROJECT EXTENTS AND DIMENSIONS ARE APPROXIMATE. CONTRACTOR WILL STAKE PROJECT EXTENTS TO BE VERIFIED BY A USACE REPRESENTATIVE IN THE FIELD PRIOR TO STARTING WORK.
4. ORDINARY HIGH WATER (OHW) TO BE VERIFIED IN THE FIELD BY USACE (AS APPLICABLE).
5. IN-WATER WORK WINDOW IS FROM JUNE 15 TO AUGUST 30.
6. HYDROSEED MIXTURE SHALL CONTAIN THE FOLLOWING SPECIES OF UNTREATED SEEDS WITHIN 2% OF PROPORTIONS SHOWN, BY WEIGHT: 20% AGROSTIS ALBA OR A. OREGONENSIS, 70% FESTUCA RUBRA, AND 10% TRIFOLIUM REPENS.
7. ELEVATIONS SHOWN ARE IN US SURVEY FEET, VERTICAL DATUM NAVD88.
8. MATERIAL GRADATIONS ARE AVAILABLE IN SPECIFICATIONS 35 41 10.62 28.



100% SMALLER THAN	1,800# (27")
50% SIZE	750# (20")
90% LARGER THAN	350# (16")
10%	25-350# (6-16")
TOLERANCE +16"	

490 CLASS V RIPRAP
123 QUARRY SPALL BEDDING
60 TOPSOIL

250 EXCAVATED MATERIAL

U.S. ARMY CORPS OF ENGINEERS FY26 P2-030578 HANNEGAN NSK-03-26 FY26 HANNEGAN LEVEE 2026 WHATCOM COUNTY, WA	DESIGNED BY: B. STENMUELLER	ISSUE DATE:
TYPICAL REPAIR SECTION	DRAWN BY: C. PEZESHK	SOLICITATION NO.:
	CHECKED BY:	CONTRACT NO.:
	SUBMITTED BY:	
	SIZE:	ANSI/D

TYPICAL REPAIR SECTION

C-301



A1 EXISTING SITE CONDITIONS

