

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

| | |
|---|--|
| Originating Department: | Public Works |
| Division/Program: (i.e. Dept. Division and Program) | River & Flood (9075)/Flood Planning (907525) |
| Contract or Grant Administrator: | Paula Harris |
| Contractor's / Agency Name: | Ag Water Board of Whatcom County |

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): SEAFBD-2019-WhCoPw-0054

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 720006

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional.
 - Contract work is for less than \$100,000.
 - Contract work is for less than 120 days.
 - Interlocal Agreement (between Governments).
 - Contract for Commercial off the shelf items (COTS).
 - Work related subcontract less than \$25,000.
 - Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 62,500
 DOE Grant Pass Through Amount:
 \$ \$50,000
 Ag Water Board Amount (20% match):
 \$ 12,500

Council approval required for; all property leases, contracts or bid awards **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: *The Floodplains by Design grant approved at the 4/21/2020 Council meeting provides funding to support the agricultural community in participating in the Floodplain Integrated Planning process. The Ag Water Board has retained a consultant to serve on the FLIP Steering Committee, participate on the FLIP stakeholder team and create educational videos on environmental issues associated with agriculture. The grant will reimburse 80% of the cost of these expenditures and requires a 20% cost-share which will be provided by the Ag Water Board.*

Term of Contract: _____ Expiration Date: 6/30/2023

- Contract Routing:
- | | |
|---|------------------------|
| 1. Prepared by: <u>Paula Harris</u> | Date: <u>5/26/2020</u> |
| 2. Attorney signoff: <u>Karen Frakes</u> | Date: <u>6/4/2020</u> |
| 3. AS Finance reviewed: <u>Brad Bennett</u> | Date: <u>6/10/2020</u> |
| 4. IT reviewed (if IT related): _____ | Date: _____ |
| 5. Contractor signed: _____ | Date: _____ |
| 6. Submitted to Exec.: _____ | Date: _____ |
| 7. Council approved (if necessary): _____ | Date: _____ |
| 8. Executive signed: _____ | Date: _____ |
| 9. Original to Council: _____ | Date: _____ |

**WHATCOM COUNTY CONTRACT
ATTORNEY REVIEW**
[submit via electronic transmittal]

Whatcom County Contract No.

| | |
|---|---|
| <i>Originating Department:</i> | <i>Public Works</i> |
| <i>Contact Person:</i> | <i>Paula Harris</i> |
| <i>Contractor's Name:</i> | <i>Ag Water Board of Whatcom County</i> |
| <i>First Review:</i> <input checked="" type="checkbox"/> <i>Approved As Is; Prepare Hardcopy for Signoff</i> <input type="checkbox"/> <i>Needs Revision; Attorney Comments for suggested changes:</i> | |
| <i>Second Review:</i> <input type="checkbox"/> <i>Implemented Attorney Corrections as Indicated</i> <input type="checkbox"/> <i>Approved; Prepare Hardcopy for Signoff</i> <input type="checkbox"/> <i>Additional Corrections Needed; Attorney Comments for suggested changes:</i> | |
| <i>Please indicate any Special Dates or clauses that require calendaring:</i> | |

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.

AGREEMENT BETWEEN THE AG WATER BOARD OF WHATCOM COUNTY AND THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT RELATING TO FUNDING SUPPORT FOR PARTICIPATION IN THE FLIP PLANNING PROCESS

This Agreement is made and entered into by and between the Ag Water Board of Whatcom County, a Washington non-profit corporation (hereinafter referred to as the "Board") and the Whatcom County Flood Control Zone District, a Washington quasi-municipal corporation (hereinafter referred to as the "District").

WHEREAS, the Ag Water Board consists of elected representatives from each Watershed Improvement District (WID) in Whatcom County, wherein the WIDs are special purpose districts generally encompassing most of the county's agricultural lands created pursuant to RCW 87.03;

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 stakeholder group (FLIP Team) with representatives from the District, the Board, the WIDs, District sub-zone advisory committees, diking districts, federal, state and local agency staff, local tribes and technical experts; and

WHEREAS, the FLIP process also includes a Steering Committee (FLIPSC) with representatives from the District, local tribes and the agricultural community; and

WHEREAS, the Board retains Whatcom Family Farmers (WFF) to represent the agricultural community on the FLIPSC and to participate on the FLIP Team; and

WHEREAS, the District has been awarded a Floodplains by Design (FbD) grant from the Department of Ecology (Ecology) that includes funding to support participation of the agricultural community in the FLIP process; and

WHEREAS, the FbD grant also includes funding for the agricultural community to create broadly-supported educational videos on environmental issues associated with agriculture and the steps the agricultural sector is taking to achieve mutually beneficial goals; and

WHEREAS, the AWB will be contracting creation of these educational videos through WFF; and

WHEREAS, the FbD grant provides 80 percent reimbursement of eligible costs and requires a local cost-share of 20 percent of eligible costs.

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 Board reimbursement of 80 percent of eligible costs for services provided by WFF to represent the agricultural community during the FLIP process and create educational videos.

2. PARTY RESPONSIBILITIES

A. AG WATER BOARD RESPONSIBILITIES

1. The Board shall contract with WFF to represent the agricultural community and participate on the FLIPSC and FLIP Team.
2. The Board shall contract with WFF to create three short (approximately 5 to 8 minutes) educational videos on environmental issues associated with agriculture and the steps the agricultural sector is taking to achieve mutually beneficial goals. The content and final version of the videos must be approved by the FLIPSC and Ecology.
3. The Board shall request reimbursement from the District for 80 percent of their costs associated with WFF services to participate in the FLIP process and create educational videos at least semi-annually and not more than quarterly throughout the FLIP process.
4. Copies of WFF invoices should be provided to document the expenses incurred by the Board for which reimbursement is requested.

B. FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES

1. The District shall reimburse 80 percent of the eligible costs incurred by the Board for WFF to represent agricultural interests in the FLIP process and create education videos, up to a maximum reimbursement amount of fifty thousand dollars (\$50,000).

3. PAYMENT

The District will provide payment to the Board to reimburse 80 percent of eligible costs of the Board's contracted representative (WFF) for participation in the FLIP process and creation of educational videos in an amount not to exceed \$50,000 within thirty (30) days of receiving the Board reimbursement request.

4. TERM OF AGREEMENT

The period of performance for this Agreement shall be consistent with the performance period of the 2019-2021 FbD grant (Grant No. SEAFBD-2019-WhCoPW-00054), which is currently July 1, 2019 through June 30, 2023.

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 Board is:

Henry Bierlink, Executive Director

Ag Water Board of Whatcom County
204 Hawley Street
Lynden, WA 98264
(360) 354-1337
henry@agwaterboard.com

The Contract Administrator for the District is:
Paula Harris, River and Flood Manager
Whatcom County Public Works Department
322 N. Commercial Street, Suite 120
Bellingham, WA 98225
(360) 778-6285
pharris@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.

AG WATER BOARD OF WHATCOM COUNTY

By: *Aliyyah*
Title: *Board member*
Date: *6/17/20*

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: _____
Title: _____
Date: _____

Approved as to form:

Approved by email - KF/PH 6-4-2020

Karen Frakes, Chief Civil Deputy
Prosecutor