

**COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF EVERSON 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 City of Everson, a Washington City (hereinafter referred to as the "City") and the Whatcom County Flood Control Zone District, a Washington quasi-municipal corporation (hereinafter referred to as the "District").

**WHEREAS**, the City of Everson is a City within Whatcom County and encompasses properties within the floodplain; and

**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 government and stakeholder group (FLIP Team and FLIP Reach Teams) with representatives from the District, the Lummi Nation, the Nooksack Tribe, sub-zone advisory committees, diking districts, watershed improvement districts (WIDs), federal, state and local agency staff, local landowners, representatives of the agricultural community, and technical experts; and

**WHEREAS**, the FLIP process also includes a Steering Committee (FLIPSC) with representatives from the District, the Lummi Nation, the Nooksack Tribe, the Ag Water Board, the cities in the Nooksack River floodplain, and the Washington Department of Ecology (Ecology); and

**WHEREAS**, the City retains Reichart and Ebe (RE) to represent the Impacted Cities of Everson, Nooksack, and Sumas on the FLIPSC and to participate on the FLIP Team; and

**WHEREAS**, the District has been awarded a '21-'23 biennium Floodplains by Design (FbD) grant from the Department of Ecology (Ecology) for the Nooksack River: Floodplains that Work – Phase 2 project that includes funding to support participation of Nooksack Tribe staff in the FLIP planning process; 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 City reimbursement of 80 percent of eligible costs for services provided by RE to represent the Impacted Cities during the FLIP process.

## 2. PARTY RESPONSIBILITIES

### A. CITY RESPONSIBILITIES

1. The City shall contract with RE to represent the Impacted Cities of Everson, Nooksack, and Sumas.
2. The City shall provide RE staff to represent the interests of the Impacted Cities including preparing for and participating in FLIPSC, FLIP Team, and FLIP Reach Team meetings including early action project meetings and FLIP Reach Team design charrettes.
3. The City shall request reimbursement from the District for 80 percent (80%) of the costs associated with RE participation in the FLIP process.
4. Copies of RE invoices shall be provided to document the expenses incurred by the City for which reimbursement is requested.

### B. FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES

1. Subject to the terms of this Agreement, The District shall reimburse 80 percent (80%) of the eligible costs incurred by the City for RE to represent the impacted cities interests in the FLIP process per the payment provisions below in Section 3.

## 3. PAYMENT

The District will provide payment to the City to reimburse 80 percent (80%) of eligible costs of the City's contracted representative (RE) for participation in the FLIP process. Total reimbursement shall be no more than eighty percent (80%) of thirty thousand dollars (\$30,000), equal to twenty-four thousand dollars (\$24,000), inclusive of indirect costs. Reimbursement shall be made within thirty (30) days of the District's receipt of the City's reimbursement request. All eligible costs shall be dated no earlier than July 1, 2021.

## 4. TERM OF AGREEMENT

The period of performance for this Agreement shall be consistent with the performance period of the 2021-2023 FbD grant (Grant No. SEAFBD-2123-WhCoPW-00014), which is currently July 1, 2021 through June 30, 2025.

## 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 City is:

John Perry, Mayor  
City of Everson  
PO Box 315  
Everson, WA 98247  
(360) 966-3411  
mayor@ci.everson.wa.us

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](mailto: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.

**CITY OF EVERSON**

By: John Perry  
Title: Mayor  
Signature: [Signature]  
Date: 12/22/22

**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT**

By: Satpal Singh Sidhu  
Title: County Executive  
Signature: [Signature]  
Date: 1/23/23

Approved as to form:

[Signature]  
Christopher Quinn, Senior Civil Deputy  
Prosecutor  
by [Signature] 1/20/23