

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202007003

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	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 <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ <i>(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</i>	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): <u>SEAFBD-2019-WhCoPw-0054</u>	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>720006</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 checked="" 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 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>62,500</u> DOE Grant Pass Through Amount: \$ <u>\$50,000</u> Ag Water Board Amount (20% match): \$ <u>12,500</u>	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: <i>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.</i>	
Term of Contract:	Expiration Date: <u>6/30/2023</u>

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: <u>6-17-2020</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>7-2-2020</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>7-7-2020</u>
	8. Executive signed: _____ ✓	Date: <u>7-8-2020</u>
	9. Original to Council: _____ ✓	Date: <u>7-13-2020</u>

**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



MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive for the
Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

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

RE: Agreement between the Ag Water Board of Whatcom County and the
Whatcom County Flood Control Zone District

DATE: June 10, 2020

Enclosed are two (2) originals of an Agreement between the Ag Water Board of Whatcom County (AWB) and the Whatcom County Flood Control Zone District (WCFCZD) for your review and signature.

▪ **Background and Purpose**

The Floodplains by Design grant approved at the April 21, 2020 Council meeting includes \$50,000 in grant funding allocated to support participation of the agricultural community in the Floodplain Integrated Planning (FLIP) process and creation of education videos on environmental issues related to agriculture. This ILA provides the mechanism for passing the grant funding through the WCFCZD to the AWB to reimburse 80% of their costs.

▪ **Funding Amount and Source**

The proposed ILA provides for 80% reimbursement of AWB costs up to a maximum of \$50,000 of grant funding for the grant period of performance which began on July 1, 2019. The AWB will provide documentation for the 20% match required by the grant. The 2019 FCZD budget has adequate expenditure authority for this agreement.

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

Encl.